

COLLECTIVE AGREEMENT

between the

DISTRICT SCHOOL BOARD OF

NIAGARA and the

**ASSOCIATION OF
PROFESSIONAL STUDENT SERVICES PERSONNEL
(Niagara Chapter)**

SEPTEMBER 1, 2019 - AUGUST 31, 2022

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EWAO-ATEO – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in Part A conflict with a provision in Part B, the provision in Part A, Central Term will apply.

C1.3 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 DEFINITIONS

C2.1 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Associations/Conseil d’Associations des Employeurs (CTA CAE) and the employee bargaining agency, the Education Workers’ Alliance of Ontario / Alliance des travailleuses et travailleurs en éducation de l’Ontario (EWAO-ATEO).

EWAO-ATEO refers to the designated employee bargaining agency pursuant to subsection 20 (3) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which EWAO ATEO is the designated employee bargaining agency.

The EWAO-ATEO is composed of:

1. Association des enseignantes et des enseignants franco-ontariens.
2. Association of Professional Student Services Personnel.
3. Dufferin-Peel Education Resource Workers’ Association.
4. Educational Assistants Association.
5. Halton District Educational Assistants Association.
6. Service Employees’ International Union, Local 2.
7. Unite Here, Local 272.

CTA-CAE refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the *School Boards Collective Bargaining Act , 2014* for central bargaining with respect to employees in the bargaining units for which EWAO-ATEO is the designated employee bargaining agency. For the purposes of this agreement, the CTA-CAE is composed of:

1. AFOCSC refers to l'Association franco-ontarienne des conseils scolaires catholiques as the designated bargaining agency for every French-language Catholic district school board.
2. OCSTA refers to the Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.
3. OPSBA refers to the Ontario Public School Boards' Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

C2.2 The “parties to the collective agreement” are the local parties, namely, the school board and the bargaining agent that represents the applicable bargaining unit of employees of the school board.

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C3.1 Single Collective Agreement

- a) The central and local terms of this collective agreement shall constitute a single collective agreement for all purposes.

C3.2 Term of Agreement

- a) In accordance with the *School Boards Collective Bargaining Act, 2014*, the term of this collective agreement, including central terms and local terms, shall be from September 1, 2019 to August 31, 2022, inclusive.

C3.3 Term of Letters of Agreement

- a) Subject to Section 36 of the *School Boards Collective Bargaining Act, 2014* all central letters of agreement appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein,

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form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C3.4 Amendment of Terms

- a) In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C3.5 Notice to Bargain

- a. Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, notice to bargain centrally shall be in accordance with Section 31 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.
- b. Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry date of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c. Notice to bargain centrally constitutes notice to bargain locally.
- d. Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

C4.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Board Collective Bargaining Act, 2014* central matters may also be grieved locally, in which case local grievance processes will apply.

C4.1 Definitions

- a. A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b. The “Central Parties” to the grievance process shall be defined as the Council of Trustees’ Association and the Education Workers Alliance of Ontario/Alliance des travailleuses et travailleurs en éducation de l’Ontario (EWAO-ATEO)
- c. The “Local Parties” shall be defined as the parties to the collective agreement.
- d. “Days” shall mean any day other than Saturday, Sunday, or statutory holiday.

C4.2 Central Dispute Resolution Committee

- a. There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of three (3) representatives from the Council of Trustees' Association, two (2) representatives of the Crown and up to five (5) representatives from the EWAO-ATEO.
- b. The Committee shall meet at the request of one of the central parties. The Committee may meet in person, by teleconference or video conference or in any other manner agreeable to the committee.
- c. The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee using the form as per Appendix A.
 - ii. To engage in settlement discussions, and to mutually settle a dispute or grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d. The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e. Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f. It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and

to direct them accordingly.

g. Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

h. All settlements and arbitration decisions shall be translated into English or French, as applicable.

C4.3 French Language

a. Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly.

b. Where such a dispute is filed:

i. The decision of the committee shall be available in both French and English.

ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.

C4.4 The grievance shall include:

i. Any central provision of the collective agreement alleged to have been violated.

ii. The provision of any statute, regulation, policy, guideline, or directive at issue.

iii. A detailed statement of any relevant facts.

iv. The remedy requested.

C4.5 Referral to the Committee

a. Prior to referral to the Committee, the matter must be brought to the attention of the other local party.

b. A central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.

- c. The Committee shall complete its review within ten (10) days of the grievance being filed.
- d. If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may within a further 10 days, refer the grievance to arbitration.
- e. If the grievance is referred to arbitration, the other responding central party shall file a detailed statement of any relevant facts and its position on any issues remaining in dispute with the other central party and the Crown within 10 days. Within a further 10 days, the Crown shall advise the parties of its intent to intervene in the arbitration process and shall include a detailed statement of any relevant facts and its position on any issues remaining in dispute and file that statement with the central parties.
- f. All timelines may be extended by mutual consent of the parties. **C4.6**

Voluntary Mediation

- a. The central parties may, on mutual agreement, request the assistance of a mediator.
- b. Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c. Timelines shall be suspended for the period of mediation.

C4.7 Selection of Arbitrator

- a. Arbitration shall be by a single arbitrator.
- b. The central parties shall select a mutually agreed upon arbitrator.
- c. The central parties may refer multiple grievances to a single arbitrator.
- d. Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e. The remuneration and expenses of the arbitrator shall be shared equally

between the central parties.

C5.00 BENEFITS

The Parties have agreed to participate in the OECTA Employee Life and Health Trust (ELHT) per the EWAO – ATEO Participation Agreement effective March 1, 2018. The date on which the board and the bargaining unit commenced participation in the OECTA ELHT shall be referred to herein as the "Participation Date".

Consistent with section 144.1 of the *Income Tax Act (Canada)* ("ITA") boards' benefit plans can only be moved into the OECTA ELHT, such that it will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT.

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

- a) The ELHT will maintain eligibility for EWAO-ATEO represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of applicable collective agreement ("EWAO-ATEO represented employees").
- b) Retirees who were previously represented by EWAO-ATEO, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the ELHT with funding based on prior arrangements.
- c) No individuals who retire after the Participation Date are eligible.

C5.2 Funding

Funding related to the ELHT will be based on the following:

- a) A reconciliation process based on the financial results for the year ending on August 31, 2022 equal to the lesser of the total cost of the EWAO-ATEO plan per FTE and the funding rate per FTE as of September 1, 2021. This reconciliation will adjust the amount per FTE as of September 1, 2022.
 - i. The financial results for reconciliation shall be based on the audited financial statements for the year ending on August 31, 2022. The Parties agree to compel the ELHT to provide the audited financial statements at the ELHT's expense no later than November 30, 2022.
 - ii. The total cost represents the actual costs related to the delivery of benefits for EWAO-ATEO represented employees. Total cost is defined as the total cost

on August 31, 2022 audited financial statements, excluding any and all costs related to retirees and optional employee benefit costs. The Parties agree that the audited financial statements should provide a breakdown of total cost which shall include the total cost of benefits and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes as reported on the insurance carrier's most recent yearly statement. The total cost excludes retiree costs and optional employee benefit costs.

b) Conditional on the following criteria being met, the funding amounts outlined in c) and d) will be provided:

- i. EWAO-ATEO agreeing to the process of transferring the employee share of board-owned plan surpluses to the ELHT as per Memorandum of Understanding #1, and
- ii. No enhancements shall be made to the EWAO-ATEO Benefit Plan over the term of the agreement that exceeds 1%, including any reductions to premium share or premium holidays.

c) Funding amounts:

- i. September 1, 2019: 1%
- ii. September 1, 2020: 1%
- iii. September 1, 2021: 1%

d) In addition to c), as per Memorandum of Understanding #2, the funding amounts below will also be made available:

- i. September 1, 2019: 3%
- ii. September 1, 2020: 3%.
- iii. September 1, 2021: 3%.

e) For the purposes of clarity, the maximum per-FTE funding amounts payable by the Crown in accordance with paragraphs c) and d) above shall be as follows: i.

- September 1, 2019: \$5,916.79 per FTE;
- ii. September 1, 2020: \$6,153.46 per FTE; and
- iii. September 1, 2021: \$6,399.60 per FTE.

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C5.3 Cost Sharing

The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the ELHT maintaining current employer and employee premium share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

Any cost sharing or funding arrangements regarding the EI rebate will remain status quo.

C5.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions will be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H - staffing schedule by Employee/Bargaining group for job classifications that are eligible for benefits.
- b) The FTE used to determine the Board's benefits contributions will be based on the estimated average FTE reported by the Boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.
- c) Monthly amounts paid by the Board to the Plan's Administrator based on estimates FTE will be reconciled by the Crown to the actual average FTE reported by the Board in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds will be remitted to or recovered from the Trust in a lump sum upon collection from the Trust Administrator.
- d) In the case of a dispute regarding the FTE used to determine the Board's benefit contributions to the ELHT, the dispute will be resolved between the Board and the Local union represented by EWAO-ATEO.

C5.5 Payment in Lieu of Benefits

- a) All employees not transferred to the ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.
- b) New hires after the Participation Date who are eligible for benefits from the ELHT are not eligible for pay in lieu of benefits.

C5.6 Benefits Committee

- a) A benefits committee comprised of the employee representatives, the employer representatives, including the Crown, and ELHT Representatives will meet to address all matters that may arise in the operation of the ELHT.

C5.7 Privacy

- a) The Parties agree to inform the Trust Plan Administrator, that in accordance with applicable privacy legislation, the Trust Plan Administrator

shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall also be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C6.00 SICK LEAVE

C6.1 Sick Leave/Short Term Leave and Disability Plan

Definitions:

The definitions below shall be exclusively used for this article.

"Full year" refers to the ordinary period of employment for the position.

"Permanent Employees" – means all employees who are not casual employees, or employees working in a long-term supply assignment, as defined below.

"Long Term Supply Assignment" means, in relation to an employee,

i. a long-term supply assignment within the meaning of the local collective agreement, or

ii. where no such definition exists, a long-term supply assignment will be defined as twelve (12) days of continuous employment in one assignment.

"Casual Employees" means,

i. A casual employee within the meaning of the local collective agreement, ii. If clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or

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iii. If clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work.

Notwithstanding the above, an employee working in a Long-Term Supply Assignment shall not be considered a casual employee for purposes of sick leave entitlement under this article while working in the assignment.

"Fiscal Year" means September 1 to August 31.

“Wages” is defined as the amount of money the employee would have otherwise received over a period of absence, excluding overtime.

a) Sick Leave Benefit Plan

The Board will provide a Sick Leave Benefit Plan which will provide sick leave days and short-term disability coverage to provide protection against loss of income when ill or injured as defined below. An employee, other than a casual employee as defined above, is eligible for benefits under this article.

Sick leave days may be used for reasons of personal illness, personal injury, personal medical appointments, or personal dental emergencies only. Appointments shall be scheduled outside of working hours, where possible.

Employees receiving benefits under the *Workplace Safety and Insurance Act*, or under a LTD plan, are not entitled to benefits under a school board’s sick leave and short term disability plan for the same condition.

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

Subject to paragraphs d), e) and f) below, Employees will be allocated eleven (11) sick days payable at one hundred percent (100%) of wages on the first day of each fiscal year, or the first day of employment.

Employees on Long Term Supply Assignments

Subject to paragraph d) below, Employees completing a, full-year long term supply assignment shall be allocated eleven (11) sick days payable at one hundred percent (100%) of wages at the start of the assignment. An employee completing a long-term supply assignment that is less than a full year will be allocated eleven (11) sick days payable at one hundred percent (100%) reduced to reflect the proportion the long-term supply assignment bears to the length of the regular work year for the position.

c) Short Term Disability Coverage – Days Payable at 90% Wages

Permanent Employees

Subject to paragraphs d), e) and f) below, permanent Employees will be allocated one hundred and twenty (120) short-term disability days at the start of each fiscal year or the first day of employment. Permanent Employees eligible to access short term disability coverage shall receive payment equivalent to ninety percent (90%) of regular wages.

Employees on Long Term Supply Assignments

Subject to paragraph d) below, Employees completing a full year long term

supply assignment shall be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of wages at the start of the assignment.

An employee completing a long-term supply assignment that is less than a full year will be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of wages reduced to reflect the proportion the long-term supply assignment bears to the length of the regular work year for the position.

d) Eligibility and Allocation

A sick leave day/short term disability leave day will be allocated and paid in accordance with current Local practice.

Any changes to hours of work during a fiscal year shall result in an adjustment to the allocation.

Permanent Employees

The allocations outlined in paragraphs b) and c) above will be provided on the first day of each fiscal year, or the first day of employment, subject to the exceptions below:

Where a permanent Employee is accessing sick leave and/or the short-term disability plan in a fiscal year and the absence continues into the following fiscal year for the same medical condition, the permanent Employee will continue to access any unused sick leave days or short-term disability days from the previous fiscal year's allocation.

A new allocation will not be provided to the permanent Employee until s/he has returned to work and completed eleven (11) consecutive working days at their

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regular working hours. The permanent Employee's new sick leave allocation will be eleven (11) sick leave days payable at 100% wages. The permanent Employee will also be allocated one hundred and twenty (120) short term disability leave days based on the provisions outlined in c) above reduced by any paid sick days already taken in the current fiscal year.

If a permanent Employee is absent on his/her last regularly scheduled work day and the first regularly scheduled work day of the following year for unrelated reasons, the allocation outlined above will be provided on the first day of the fiscal year, provided the employee submits medical documentation to support the absence, in accordance with paragraph (h).

Employees on Long Term Supply Assignments

Employees completing long term supply assignments may only access sick leave and short-term disability leave in the fiscal year in which the allocation was provided. Any remaining allocation may be used in subsequent long-term supply assignments, provided these occur within the same fiscal year.

Employees employed in a long-term supply assignment which is less than the ordinary period of employment for the position shall have their sick leave and short-term disability allocations pro-rated accordingly.

Where the length of the long-term supply assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/short term disability leave to occur. If a change is made to the length of the assignment, an adjustment will be made to the allocation and applied retroactively.

e) Refresh Provision for Permanent Employees

Permanent Employees returning from LTD or workplace insurance leave to resume their regular working hours must complete eleven (11) consecutive working days at their regular working hours to receive a new allocation of sick/short-term disability leave. If the Employee has a recurrence of the same illness or injury, s/he is required to apply to reopen the previous LTD or WSIB claim, as applicable.

The Local union and Local school board agree to continue to cooperate in the implementation and administration of early intervention and safe return to work processes as a component of the Short-Term Leave and Long-Term Disability Plans.

In the event the Employee exhausts his/her sick/short-term disability leave allocation from the previous year and continues to work part-time, their salary will be reduced accordingly and a pro-rated sick/short-term allocation for the employee's working portion of the current year will be provided. The new pro rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours. Any changes to hours of work during a fiscal year shall result in an adjustment to the allocation.

For the purposes of d) and e) of this article, eleven (11) consecutive working days of employment shall not include a period of leave for a medical appointment, which is related to the illness/injury that had been the reason for the employee's previous absence, but days worked before and after such leave shall be considered consecutive. It shall be the employee's obligation to provide medical

confirmation that the appointment was related to the illness/injury.

f) WSIB & LTD

An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under a LTD plan, is not entitled to benefits under a school board's sick leave and short term disability plan for the same condition unless the employee is on a graduated return to work program then WSIB/LTD remains the first payor.

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short term leave and disability coverage. A reconciliation of sick leave deductions made, and payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short term leave and disability plans.

g) Graduated Return to Work

Where an Employee is not receiving benefits from another source and is working less than his/her regular working hours in the course of a graduated return-to work as the Employee recovers from an illness or injury, the Employee may use any unused sick/short term disability allocation remaining, if any, for the portion of the day where the Employee is unable to work due to illness or injury. A partial sick/short term leave day will be deducted for an absence of a partial day in the same proportion as the duration of the absence is to an employee's regular hours.

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Where an employee returns on a graduated return to work from a WSIB/LTD claim and is working less than his/her regular hours, WSIB and LTD will be used to top up the employee's wages, as approved and if applicable.

Where an employee returns on a graduated return to work from an illness which commenced in the previous fiscal year,

- and is not receiving benefits from another source;
- and is working less than his/her regular hours of work;
- and has sick leave days and/or short-term disability days

remaining from the previous year

The employee can access those remaining days to top up their wages proportional to the hours not worked.

Where an employee returns on a graduated return to work from an illness which commenced in the previous fiscal year,

- and is not receiving benefits from another source,
- and is working less than his/her regular hours of work,
- and has no sick leave days and/ or short-term disability days remaining from the previous year,

the employee will receive 11 days of sick leave paid at 100% of the new reduced working hours. When the employee's hours of work increase during the graduated return to work, the employee's sick leave will be adjusted in accordance with the new schedule. In accordance with paragraph c), the Employee will also be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of regular salary proportional to the hours scheduled to work under the graduated return to work. The new pro rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours.

h) Proof of Illness

Sick Leave Days Payable at 100%

A Board may request medical confirmation of illness or injury and any restrictions or limitations any Employee may have, confirming the dates of absence and the reason thereof (omitting a diagnosis). Medical confirmation is to be provided by the Employee for absences of five (5) consecutive working days or longer.

Short Term Disability Leave

In order to access short-term disability leave, medical confirmation may be requested and shall be provided.

In either instance where an Employee does not provide medical confirmation as requested, or otherwise declines to participate and/or cooperate in the administration of the Sick Leave Plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between the Union and the school board. Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. A school Board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury of the Board's choice at the Board's expense.

In cases where the Employee's failure to cooperate is the result of a medical

condition, the Board shall consider those extenuating circumstances in arriving at a decision.

i) Notification of Sick Leave Days

The Board shall notify employees and the Bargaining Unit, when they have exhausted their 11-day allocation of sick leave at 100% of salary.

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OMERS contributions based on 100% of the employee/plan member's regular pay.

Contributions for OTPP Plan Members:

- i. When an employee/plan member is on short term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short-term sick leave provision and qualification for Long Term Disability (LTD)/Long Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

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k) Top-up Provisions

Employees accessing short term disability leave as set out in paragraph c) will have access to any unused sick leave days from their last fiscal year worked for the purpose of topping up wages to one hundred percent (100%) under the short-term disability leave.

This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent fiscal year worked.

Each top-up to 100% from 90 to 100% requires the corresponding fraction of a day available for top-up.

In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days/Miscellaneous Personal Leave Days in the current year. These days can be used to top-up salary under the short-term disability leave.

When employees use any part of a short-term disability leave day they may access their top up bank to top up their salary to 100%.

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

The Council of Trustees' Associations (CTA) and Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario (EWAO-ATEO) agree to establish a joint Central Labour Relations Committee (Committee) to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C7.2 Membership

The Committee shall include four (4) representatives from EWAO-ATEO and up to four (4) representatives from the CTA. The parties may mutually agree to invite the Crown and/or other persons to attend meetings in order to provide support and resources as required.

C7.3 Co-Chair Selection

EWAO-ATEO and CTA representatives will each select one co-chair. The two Co Chairs will govern the group's agendas, work and meetings.

C7.4 Meetings

The Committee will meet within sixty (60) calendar days of the ratification of the central terms of the collective agreement. The Committee shall meet on agreed upon dates three (3) times in each school year, or more often as mutually agreed.

C7.5 Agenda and Minutes

- a) Agendas of reasonable length detailing issues in a clear and concise fashion

will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.

b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

The parties to the Committee agree that any discussion at the Committee will be on a without-prejudice and without-precedent basis, unless agreed otherwise.

C7.7 Cost of Labour Relations Meetings

The parties agree that efforts will be made to minimize costs related to the committee.

C8.00 EWAO-ATEO MEMBERS ON PROVINCIAL COMMITTEES

EWAO-ATEO appointees to Provincial Committees will not have their participation charged against local collective agreement union release time or days.

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C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

Where an employee is required through clear direction by the board to attend work outside of regular working hours, the provisions of the local collective agreement regarding hours of work and compensation, including any relevant overtime/lieu time provisions, shall apply.

Required attendance outside of regular working hours may include, but is not limited to school staff meetings, parent/teacher interviews, curriculum nights, Individual

Education Plan and Identification Placement Review Committee meetings, and consultations with board professional staff.

C10.00 CENTRAL BARGAINING

The employee bargaining agent will be consulted prior to the tendering process for the broader central bargaining location. The tendering process shall be conducted in accordance with the OPS Procurement Directive.

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical or Critical Illness leaves granted to an employee under this Article, shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
 - c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
 - d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
 - f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight

(8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.

i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

APPENDIX A

**EWAO-ATEO / COUNCIL OF TRUSTEES' ASSOCIATIONS
NOTICE OF CENTRAL DISPUTE**

Name of Board where Dispute Originated:
EWAO-ATEO Local & Bargaining Unit Description:

Policy Group Individual Grievor's Name (if applicable):

Date Notice Provided to Local School Board/EWAO-ATEO Local:

Central Provision Violated:

Statute/Regulation/Policy/Guideline/Directive at issue (if any):

Detailed Statement of Relevant Facts (attach additional pages if necessary):

Remedy Requested:

Date: Signature:

Committee Discussion Date:

Withdrawn Settled Referred to Arbitration Referred to Local Grievance Procedure

Date: Co-Chair Signatures:

This form must be forwarded to the Central Dispute Resolution Committee Co-Chairs no later than 40 days after becoming aware of the dispute.

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

- a) An Employee is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.
- b) If the Employee is eligible to receive a sick leave credit gratuity, upon the Employee's retirement, the gratuity shall be paid out at the lesser of,
 - a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Employee on August 31, 2012; and
 - b) the Employee's salary as of August 31, 2012.
- c) If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out upon death consistent with the rate in accordance with subsection (2).
- d) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and except where there are grievances pending, the Employer and Union agree that any and all wind-up payments to which Employees without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- e) For the purposes of the following board, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Employee have 10 years of service with the board:
 - i. Waterloo Catholic District School Board

Other Retirement Gratuities

An employee is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

LETTER OF AGREEMENT #1

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA-CAE')**

AND

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

RE: STATUS QUO CENTRAL ITEMS

The parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions below shall otherwise remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2014-2017 collective agreements. The items listed below shall not be subject to local bargaining or to amendment by the local parties.

Items:

- Staffing levels excluding staffing processes
- Paid vacations and holidays (including statutory holidays)
- Hours of work, excluding scheduling
- Work week, excluding scheduling
- Work year, excluding scheduling
- Preparation time for all staff whose core duties are directly related to student instruction
- Long-term disability
- WSIB top-up
- Paid leaves
- Information sharing as it related to prevention of violent incidents
- Allowances/Premiums (excluding percentage increase)

LETTER OF AGREEMENT #2

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario**

(hereinafter called 'EWAO-ATEO')

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

RE: JOB SECURITY - PROTECTED COMPLEMENT

The parties acknowledge that education workers contribute in a significant way to student achievement and well-being.

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. Funding reductions directly related to services provided by bargaining unit members; or
 - d. School closure and/or school consolidation.
2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
 - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
 - c. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

Local collective agreement language will be respected, regarding notification to the union of complement reduction. In the case where there is no local language the board will notify the union within twenty (20) working days of determining there is to be a complement reduction.

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3. For the purpose of this Letter of Agreement, at any relevant time, the overall protected complement is equal to:
 - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central

Dispute Resolution Process.

- b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include: a. priority for available temporary, casual and/or occasional assignments; b. the establishment of a permanent supply pool where feasible; c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
5. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Central Administration
 - i. Professionals (including CYWs)
 - j. Maintenance/Trades
6. This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT #3

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

RE: PROFESSIONAL DEVELOPMENT

The parties acknowledge the important skills and expertise that education workers contribute

to Ontario's publicly funded schools and their commitment to improving student achievement.

Where the Ministry provides funds to local school boards specifically to provide professional development to employees represented by EWAO-ATEO, local school boards shall consult with local EWAO-ATEO representatives prior to finalizing and delivering the funded professional development.

Local provisions that do not conflict with this Letter of Agreement will remain.

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LETTER OF AGREEMENT #4

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

RE: SCHEDULED UNPAID LEAVE PLAN

The following Scheduled Unpaid Leave Plan (SULP) replaces the current Voluntary Leave of Absence program (VLAP) and is available to all permanent employees for the 2019-2020, 2020-

2021 and 2021-2022 school years. Employees approved for Sulp days shall not be replaced.

For employees who work a 10-month year a school board will identify:

- 1) up to two (2) Professional Activity days in the 2019-2020 school year;
 - 2) two (2) Professional Activity days in each of the other school years outlined above;
- that will be made available for the purpose of the Sulp.

For employees whose work year is greater than ten (10) months, a school board will designate days, subject to system and operational requirements, which will be available for the purpose of the Sulp in each of the school years listed above. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2019-2020 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the remaining school years, the days will be designated by June 15, of each school year for the upcoming year. All interested employees will be required to apply, in writing, for leave for the school year by no later than September 30 of each year. Approval of the Sulp is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

For employees enrolled in the OMERS pension, the employer will deduct the employee and employer portion of pension premiums for the unpaid days and will remit same to OMERS. The following clause is subject to either Teacher Pension Plan amendment or legislation:

Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the

Scheduled Unpaid Leave Plan (Sulp) with the following principles:

- i) Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;
- ii) The government/employer will be obligated to match these contributions; iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
- iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and Income Tax Act.

This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT #5

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

RE: SICK LEAVE

The parties agree that any existing collective agreement provisions with respect to the items listed below, that do not conflict with the clauses in the Sick Leave article in the Central Agreement, shall remain status quo for the term of this collective agreement:

1. Responsibility for payment for medical documents.

2. Sick leave deduction for absences of partial days.

LETTER OF AGREEMENT #6

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

RE: CENTRAL LABOUR RELATIONS COMMITTEE

The parties agree that the Central Labour Relations Committee will discuss the following topics:

- Provision of information relating to bargaining unit members, including scope, manner of disclosure and timing, in order to assist the parties in preparation for the next round of central bargaining
- Concerns, if any, regarding systemic issues relating to allocation or application of sick leave/short term disability leave
- Any other issues raised by the parties

LETTER OF AGREEMENT #7

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

AND

The Crown

RE: MINISTRY INITIATIVES

The parties acknowledge the ongoing implementation of the children's Mental Health Strategy, the Special Needs Strategy, and other initiatives within the province of Ontario.

The parties further acknowledge the importance of initiatives being implemented within the provincial schools system including but not limited to the addition of Mental Health Leads, and the protocol for partnerships with external agencies/service providers.

It is agreed and affirmed that the purpose of the initiatives is to enhance existing mental health and at risk supports to school boards in partnership with existing professional student services support staff and other school personnel. It is not the intention that these enhanced initiatives displace EWAO-ATEO workers, nor diminish their hours of work.

LETTER OF AGREEMENT #8

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

The Council of Trustees' Associations

(Hereinafter the 'CTA-CAE')

AND

The Crown

RE: MINISTRY INITIATIVES COMMITTEE

EWAO-ATEO will be invited to be a participant at the Ministry Initiatives Committee.

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LETTER OF AGREEMENT #9

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

AND

The Crown

RE: PROVINCIAL WORKING GROUP – HEALTH & SAFETY

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector. Areas for discussion may include:

- Violence prevention training
- Central vs. multisite Joint Health and Safety Committees
- Standardization of personal protective equipment
- Student aggression

Where best practices are identified by the committee, those practices will be shared with school boards.

LETTER OF AGREEMENT #10

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

AND

The Crown

RE: VIOLENCE PREVENTION TRAINING

The parties are committed to the prevention of violence in the workplace and recognize that staff training is important in achieving this objective.

The CTA and the Crown will make available to school boards for employees represented by EWAO-ATEO a training module on the prevention and de-escalation of violence.

The training module will be rolled out on a Professional Development day prior to December 31 in the second and subsequent school years of the collective agreement. It is understood that permanent EWAO represented employees who are regularly in contact with students in a school or are assigned to a school shall attend the half day of professional development training and that the day will not be designated as Sulp. In addition, EWAO represented employees in long-term assignments falling on the day the training occurs and who are regularly in contact with students in a school or are assigned to a school shall be included in the training.

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LETTER OF AGREEMENT #11

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

AND

The Crown

RE: PROFESSIONAL ACTIVITY (PA) DAY

The parties confirm that there will continue to be seven (7) PA days per school year during the

term of this collective agreement. There will be no loss of pay for EWAO-ATEO members (excluding casual employees) as a result of the implementation of the seventh PA day. For further clarity, the seventh (7th) PA day will be deemed a normal work day. EWAO-ATEO members will be required to attend and perform duties as assigned.

LETTER OF AGREEMENT #12

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

RE: SPECIALIZED JOB CLASSES

Where there is a difficulty with recruitment or retention for a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the local parties may agree to apply a temporary skills shortage allowance to that job class in order to assist with recruitment and retention.

LETTER OF AGREEMENT #13

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

AND

The Crown

RE: JOB SECURITY - MERGERS, AMALGAMATIONS OR INTEGRATION

The parties (EWAO and the CTA) agree to meet within 30 days (or another mutually agreed time) of receiving written notice of a decision to fully or partially merge, amalgamate or integrate a school board or authority. The Crown shall receive an invitation to participate in the meeting. The parties agree to discuss the impact to the affected school board or authority of

the merger, amalgamation or integration, including possible redeployment strategies.

Historical Appendix of Central Terms – For Reference Only

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION
UNTIL AUGUST 31, 2019**

LETTER OF AGREEMENT #2

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA-CAE')**

RE: STATUS QUO CENTRAL ITEMS REQUIRING AMENDMENT AND INCORPORATION

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. The following language must, however, be aligned with current local provisions in order to reflect the provisions of the applicable 2012-2013 MOUs. The following issues are not subject to local bargaining or amendment by the local parties. Any disputes arising from these provisions may form the subject of a central dispute.

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB

The following pregnancy/parental/SEB proposal is intended to reflect the current practice and is not intended to improve or reduce benefits.

Common Central Provisions

Maternity Benefits/SEB Plan

- a) A full-time and part-time permanent employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive *[insert either (i) 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks or (ii) local superior provision reflecting status quo]* immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Plan (STLDP).

- b) Full-time and part-time permanent employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to

receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.

- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- e) Employees in term assignments shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

Employees not defined above have no entitlement to the benefits outlined in this article.

Short Term Paid Leave Plans

The parties agree that the issue of short term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

Provisions with regard to short term paid leaves shall not be subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein.

WSIB TOP-UP

Where a class of employees was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.

Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

RETIREMENT GRATUITIES

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix B - Retirement Gratuities.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. Employees are not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.

The following language applies only to those employees eligible for the gratuity above.”

SICK LEAVE TO BRIDGE LONG TERM DISABILITY WAITING PERIOD

Boards which have Long Term Disability waiting periods greater than 131 days shall ensure there is language that accords with the following entitlement:

An Employee who has applied for long-term disability is eligible for additional short term disability leave days up to the maximum difference between the long-term disability waiting period and 131 days. The additional days shall be payable at 90% and shall be used only to bridge the employee to the long-term disability waiting period if, under a collective agreement in effect on August 31, 2012, the employee was required to wait more than 131 days before being eligible for benefits under a long-term disability plan and the collective agreement did not allow the employee the option of reducing that waiting period.

Historical Appendix of Central Terms – For Reference Only

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION
UNTIL AUGUST 31, 2019**

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Board Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Catholic School Trustees Association
(hereinafter called 'OCSTA')**

AND

**Association franco-ontarienne des conseils scolaires catholiques
(hereinafter called 'AFOCSC')**

AND

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

The Crown

RE: BENEFITS

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement (LOA), all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The EWAO-ATEO shall request inclusion into the AEFO Employee Life and Health Trust (ELHT), (hereinafter, the "Trust") within fifteen (15) days of central ratification. Should EWAO-ATEO fail to reach agreement, consistent with the parameters contained herein, by February 29, 2016, the parties to this LOA will meet to consider other options.

The parties to this LOA agree to comply with the Trust's requirements. If AEFO agrees to accept the request for inclusion, the provisions of the agreement between EWAO-ATEO and AEFO shall be reflected in the AEFO trust agreement.

The provisions contained herein shall be applicable to EWAO-ATEO within the Trust.

The Participation Date for EWAO-ATEO shall be no earlier than February 1, 2017 and no later than August 31, 2017 and may vary by Board.

1.0.0 GOVERNANCE

1.1.0 EWAO-ATEO shall be a separate division within the Trust and accounted for separately.

1.2.0 The parties confirm their intention to develop a governance structure that may include the following:

- a) the addition of a non-voting trustee to be appointed by the EWAO-ATEO to the AEFO board of Trustees or an alternative representation option available pursuant to the terms of the Trust
- b) the creation of an EWAO-ATEO subcommittee of the Trust with the following responsibilities pertaining to the EWAO-ATEO division:
 - i) Plan design and amendments,
 - ii) Use of surpluses,
 - iii) Necessary actions or decisions required during a period in which the claims fluctuation reserve is less than 8.3% of annual expenses over a projected three year period,
 - iv) Any matter related to copay arrangements, and
 - v) Any other matters as appropriate.

The sub-committee decisions must comply with the requirements of the Trust and be approved by the Trust.

2.0.0 ELIGIBILITY and COVERAGE

2.1.0 The following EWAO-ATEO represented employees are eligible to receive benefits through the Trust:

2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.

2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the "Board(s)" benefit plan at August 31, 2013 based on the prior arrangements with the Board.

2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

2.1.4 No individuals who retire after the Board Participation Date are eligible.

2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

2.3.0 Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

3.0.0 FUNDING

3.1.0 Start-Up Costs

3.1.1 The Government of Ontario will provide:

a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on or before September 1, 2016.

b. A one-time contribution of 2.6% of annual benefit costs (estimated to be approximately \$325,000), to cover start-up costs and/or reserves.

3.1.2 The one-time contributions in 3.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.

3.1.3 The Crown shall pay \$160,000 of the startup costs referred to in s. 3.1.1 (b) on the date of ratification of the central agreement and shall pay a further \$160,000 subject to the maximum amount referred to in s. 3.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 3.1.1 (b), shall be paid by the Crown on the day the Trust becomes effective. The funds shall be transferred as instructed by EWAO-ATEO subject to the province’s transfer payment and accountability requirements.

3.2.0 On-Going Funding

3.2.1 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Board’s surplus will be retained by the Board.

3.2.2 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.

3.2.3 All Board reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

3.2.4 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be

retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.

- 3.2.5 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

- 3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

- 3.2.8 The Trust shall retain rights to the data and the copy of the software systems.

- 3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than

August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.
Total Cost excludes retiree costs.

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The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.

- ii) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c. All amounts determined in this Article 3 shall be subject to a due diligence review by EWAO-ATEO. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by EWAO-ATEO. If any amount cannot be agreed between EWAO-ATEO and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
- i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either EWAO-ATEO or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either EWAO-ATEO or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.
 - ii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.10, EWAO-ATEO or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust the amount determined in s. 3.2.9 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards will

contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.

- f. An amount of \$300 per FTE, in addition to 3.2.9 (d) and 3.2.9 (e) will be added to the base funding in 2016-17.
- g. With respect to 3.2.9 (d) and 3.2.9 (e) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program and Long Term Disability Plan shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- j. Funding previously paid under 3.2.9 (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- k. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and EWAO-ATEO.
- l. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 3.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.
- m. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- n. The Boards shall deduct premiums as and when required by the Trustees of the Education Sector ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the Education Sector ELHT with supporting documentation as required by the Trustees.
- o. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will

remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

p. Some EWAO-ATEO members currently contribute to the payment of employee benefits at varying levels in accordance with local collective agreements, generally referred to as “Co-Pay”. This amount is often

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expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the “Co-Pay”, the Crown will provide funding equivalent to the reduction of the “Co-Pay” amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last board’s participation date.

4.0.0 TRANSITION COMMITTEE

4.1.0 Subject to the approval of AEFO, EWAO-ATEO may have representation on the AEFO transition committee regarding all matters that may arise in the creation of the EWAO-ATEO division.

5.0.0 PAYMENTS

5.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that the funding amount provided for benefit of the EWAO-ATEO members must be provided to the Trust in accordance with the Letter of Agreement.

6.0.0 ENROLMENT

6.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within 15 to 30 days from their acceptance of employment.

6.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.

6.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

6.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.

6.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of

the absence.

7.0.0 ERRORS AND OMISSIONS RELATED TO DATA

7.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.

7.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.

7.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.

7.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon 30 days written notice.

8.0.0 CLAIMS SUPPORT

8.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.

8.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

9.0.0 PRIVACY

9.1.0 In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

Appendix A – HRIS File

Each Board may choose to provide to the Trustees of the Education Sector ELHT directly, or provide authorization through its Insurance Carrier of Record to gather, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the Education Sector ELHT and the employer representatives:

- a. complete and accurate enrolment files for all members, member spouses and eligible dependents, including:

- i. names;
- ii. benefit classes;
- iii. plan or billing division;
- iv. location;
- v. identifier;
- vi. date of hire;
- vii. date of birth;

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- viii. gender;
- ix. default coverage (single/couple/family).

- b. estimated return to work dates;
- c. benefit claims history as required by the Trustees;
- d. list of approved pre-authorizations and pre-determinations;
- e. list of approved claim exceptions;
- f. list of large amount claims based on the information requirements of the Trustees;
- g. list of all individuals currently covered for life benefits under the waiver premium provision; and member life benefit coverage information.

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between
DISTRICT SCHOOL BOARD OF NIAGARA
and
ASSOCIATION OF
PROFESSIONAL STUDENT SERVICES PERSONNEL
(Niagara Chapter)**

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PART B – LOCAL TERMS

ARTICLE 1 PREAMBLE

1.01 Whereas it is the desire of both parties to this Agreement: (1) To maintain

and improve harmonious relations.

(2) To recognize the mutual value of joint discussions.

(3) To set forth formally rates of pay, hours of work, and certain
other working conditions.

(4) To promote the morale, well-being and security of all employees in
the bargaining unit.

(5) To encourage efficiency in operation.

(6) To set out procedures for the negotiations of this agreement and
procedures for dealing with grievances and complaints.

1.02 The District School Board of Niagara and Association of Professional Student Services
Personnel, Niagara Chapter are committed to improve
student achievement, reduce gaps in student outcomes and increase
confidence in publicly funded education. The ability to achieve student
success requires DSNB and APSSP, Niagara commitment to student
engagement, parent engagement, staff engagement (including
professional development and training) and safe and nurturing
school/learning environments.

1.03 The preamble speaks to the contribution that the District School Board of Niagara and APSSP, Niagara can make to the principles of equity and diversity and the welfare of the system. It is not a substantive term of this Collective Agreement and therefore it has no independent vitality as a source of rights or obligations.

Now, therefore, the parties agree as follows:

ARTICLE 2 RECOGNITION

2.01 The Board recognizes the Association of Professional Student Services Personnel, Niagara Chapter, as the sole and exclusive bargaining agent

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for all employees of the District School Board of Niagara in the District of Niagara regularly employed in professional student services related to psychology, social work, interpreting and counselling, including, for the purposes of clarity, the following:

- Interpreter
- Youth Counsellor
- Attendance Counsellor
- Occupational Therapist
- Psycho-educational Consultant
- Speech-Language Pathologist
- Social Worker
- Applied Behavioural Analysis Facilitator
- Applied Behaviour Analysis Support Worker
- Board Certified Behavioural Analyst (BCBA)
- Board Certified Behavioural Analyst - Doctoral (BCBA-D)
- Psychological Associate
- Psychologist

and excluding the Chief Psychologist, Supervisors and persons above the rank of Supervisor, teachers as defined by the *Education Act*, students employed during the summer months or on a co-op or work experience basis, or any other Employee covered under another collective agreement.

2.02 The word “employee” in this Agreement shall mean the Employees of whom the Association is the Bargaining Agent as set out in Article 2.01.

2.03 A) Positions established by the Parties and included in this bargaining unit may be filled by persons previously covered by other Collective Agreements, provided such persons are transferred to this bargaining unit upon their appointment to the position.

B) No employee will be transferred to a position outside of the bargaining unit without their consent.

C) The Board agrees to provide written notice and a role description to the Chairperson of the Chapter at least one (1) month in advance of advertising for and/or hiring into any newly created position appropriate to the bargaining unit as defined in Article 2.01. With

two (2) weeks of notice, the Parties agree to meet to review the position, the role description and to negotiate the appropriate salary scale.

D) No employee covered by this collective agreement shall lose work or pay, as a result of the Board contracting out any of its work or services, or as a result of the Board assigning to any employees outside the bargaining unit the job functions normally carried out by the employees covered by this collective agreement.

2.04 All references to gender in this collective agreement shall be read to be inclusive of both the male and female gender.

2.05 Prior to the Board establishing a new job classification appropriate to this bargaining unit, deleting an existing classification from the bargaining unit, or making significant changes to existing roles, job content and/or responsibilities, the Board agrees to meet with up to two (2) Chapter representatives, as determined by the Association, to review these matters. Where the matter is the addition of a classification and the parties are unable to agree on a wage rate, a policy grievance may be initiated in accordance with Article 7 of this Agreement.

2.06 Prior to contracting out any work normally performed by the bargaining unit, the Board will meet with the Association to consult on the matter.

2.07 The Board shall not engage or assign any employee outside of the bargaining unit to perform bargaining unit work in order to reduce the complement of the APSSP bargaining unit.

2.08 No employee shall be required or permitted to make any written or verbal agreement with the Board which may conflict with the terms of

this Collective Agreement.

ARTICLE 3 UNION SECURITY

3.01 The Board and the Association both recognize that Employees of the Board in the Classifications mentioned in Schedule "A" shall be free to join or abstain from joining the Association, provided however, that if such employee is not a member of the Association, they shall be required to pay such dues as may hereinafter be stipulated and in the manner so provided.

3.02 The Employer agrees to deduct any monthly dues, initiations, or assessments levied upon all members of the Association in accordance with the Association's constitution and by-laws.

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3.03 Deduction shall be made from the first pay of the month and shall be forwarded to the Treasurer of the Association within fifteen (15) days of the pay date for which the deduction was made accompanied by a listing of the names of all employees from whose wages the deductions have been made.

3.04 The amount of such regular monthly Association dues shall be certified in writing to the Board by the Treasurer of the Association at least two (2) months prior to any required changes.

3.05 The Association shall indemnify and save the Board harmless from any form of liability as a result of deduction authorized by the Association. Notwithstanding the above, the Board accepts responsibility for accurately deducting the authorized dues.

ARTICLE 4 EMPLOYER'S RIGHTS

4.01 The Association acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, layoff, classify, direct, transfer, promote, demote and suspend or otherwise discipline employees; and,
- (c) Generally manage the enterprises in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the services, objectives and all activities of the Board; direction of the working forces; the purchasing of services;

the schedules of work; job content and qualifications; the number of members needed by the Board at any time; overtime; the number of hours worked; starting and quitting times and dates; are solely and exclusively the right of the Board.

(d) make, change and enforce reasonable rules and regulations governing the expectations of Members within the Education Act and the Regulations.

4.02 The Employer also has the right to make and alter from time to time the rules, regulations and policy to be observed by the employees provided that no change shall be made by the Employer in such rule, regulations and policy without prior notice to and discussion with the Association.

4.03 The Employer agrees that this function will be exercised in a manner consistent with the provisions of this Agreement, and a claim that the Employer has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance.

ARTICLE 5 DISCRIMINATION

5.01 The Parties agree to abide by the provisions of the Ontario Human Rights Code and there shall be no discrimination, restraint or coercion against any employee because of membership or lawful activity in the Association.

ARTICLE 6 RELATIONSHIP MEETINGS AND COMMITTEES

6.01 Joint Consultation Committee

Normally the Committee shall consist of three (3) members from each party (from the Association Chapter: President, Chief Negotiator, Chair of Grievance Committee; from the Board: the appropriate Supervisory Officer, H.R. Administrator) or designate for any of the above. This committee shall meet at least three (3) times per year unless such meeting is unnecessary due to lack of agenda items. Two (2) weeks in advance of each meeting, the Parties shall exchange agenda items. The purpose of the committee is to review, discuss, and endeavour to resolve satisfactorily, matters of mutual concern.

6.02 Association Business Leave

The President and other officials of the Association have regular duties to perform on behalf of the Board. No such Employees will absent themselves from their regular duties in order to deal with grievances or

other Association business, nor will they leave their regular duties without receiving permission from their Supervisory Officer or designate. Such permission to leave will not be unreasonably withheld.

6.03 Negotiating Committee

At all bargaining meetings for the renewal Agreement, the Association may be represented by a Negotiating Committee composed of up to five (5) bargaining unit employees, inclusive of the Chapter President. At any time during negotiations for the renewal of this Collective Agreement,

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the parties may be represented by a representative of their respective associations and/or legal counsel.

6.04 In accordance with the provisions of Article 6.01, 6.02 and 6.03, the Board will continue to compensate officials of the Association for their time spent in servicing grievances and attending meetings during working hours, between the parties, excluding arbitration.

6.05 Association Leave

Association Officials may, at the discretion of the Supervisory Officer, upon request from the Chapter, be given leave for Association business to a maximum of fifteen (15) days per year, subject to full reimbursement of wages and benefits by the Association.

6.06 Association Meetings

- (a) The Board agrees that the Association may hold meetings at its work sites outside of the work day at no cost to the Association, provided that appropriate facilities are available and provided that there are no additional costs to the Board.
- (b) When a representative of the Association comes into a workplace in a school to speak to a member about Association business, the Association representative will first sign in at the Main Office and shall make their presence known to the Principal or Vice-Principal.

6.07 The Board will endeavour to communicate all changes in assignments for members of the Bargaining Unit by June 1st of each year. By April 1st of each year, employees may submit a request in writing to the appropriate Human Resources Manager, to transfer to a different assignment in the

following school year. The Board will acknowledge and consider the employee's request.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURES

- 7.01 (a) A grievance shall be defined as any difference between the parties concerning the interpretation, application, administration or alleged violation of any term, provision or condition of this Collective Agreement.
- (b) The procedure set out herein shall constitute the formal procedure of the equitable resolution of grievances at the lowest administrative level without undue delay. It is understood that Employees have no grievance until they have first discussed the complaint with the appropriate supervisor without satisfaction.
- (c) Failure by the party lodging the grievance to proceed to the next step of the grievance procedure within the stated timelines shall result in the grievance being deemed to be settled in accordance with the decision rendered at the previous step. All decisions rendered in Steps 1 and 2 shall specify the facts and reasons upon which the decision is based. Failure of the party against whom the grievance is lodged to respond within the specified time limits shall entitle the grievor to proceed to the next step.
- (d) One or more of the steps in the grievance procedure may be omitted by the written consent of the parties, in respect of the processing of a particular grievance.
- 7.02 (a) All grievances shall be submitted in writing within the time limits specified and shall specify the fact(s) and the section or sections claimed to be violated or relied upon.
- (b) Either party may use alternates in lieu of the persons designated in the procedure.
- (c) The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations commencing at any step of the grievance-arbitration procedures.
- (d) In this Article, "days" shall mean working days and shall exclude Saturdays, Sundays and School Holidays.
- (e) At any stage of the grievance procedure including Arbitration, the conferring parties may have the assistance of the employee(s) concerned and any

necessary witnesses.

- (f) The Association shall have the right to file a group grievance at Step 1, as set out below. The Association shall have the right to file a policy grievance at Step 1, as set out below, and the Board shall have the right to file a policy grievance at Step 2, as set out below.

7.03 Step 1 (Individual or Group Grievance)

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- (a) Following the complaint stage under 7.01 (b), the Association shall submit the grievance to the Labour Relations Manager within fifteen (15) days of the grievor becoming aware of the incident or situation upon which the grievance is based.
- (b) Within ten (10) days of receipt of the grievance, the Superintendent of Human Resources or designate shall arrange a meeting with the Association Representative. The Grievor(s) shall be in attendance if requested by either party.
- (c) Within five (5) days of the meeting the Superintendent of Human Resources or designate shall render a decision in writing to the parties.

7.04 Step 1 (Policy Grievance)

A policy grievance filed at Step 1 by the Association shall be heard by the Superintendent of Human Resources (or designate) within ten (10) days. The Superintendent of Human Resources (or designate) shall answer the complaint, in writing, within five (5) days of the meeting.

7.05 Step 2 (Individual or Group Grievance)

- (a) Within ten (10) days of the receipt of the decision rendered at Step 1, the grievance may be submitted to the Labour Relations Manager.
- (b) Within ten (10) days of the receipt of the grievance, the Superintendent of Human Resources or designate shall convene a meeting with the Association to discuss the grievance. The Grievor(s) shall be in attendance if requested by either party.
- (c) Within five (5) days of the meeting the Superintendent of Human Resources or designate shall render a decision in writing to the parties.

7.06 Step 2 (Policy Grievance)

- (a) A policy grievance filed by the Association shall be heard at Step 2 by the Superintendent of Human Resources (or designate) within ten (10) days. The Superintendent of Human Resources (or designate) shall answer the grievance, in writing, within five (5) days of the meeting.
- (b) A policy grievance filed by the Board shall be heard by the Chapter President (or designate) within ten (10) days. The Chapter President (or designate) shall answer the complaint, in writing, within five (5) days of the meeting.

7.07 Arbitration

- (a) If the reply issued in Step 2 is unacceptable, either party may, within thirty (30) days of receiving the written reply, apply for arbitration and shall notify the other party in writing. The notice shall contain the name of the first party's appointee to an Arbitration Board.
- (b) Within five (5) days of receipt of notice to proceed to Arbitration, the Party receiving the notice shall respond in writing appointing its nominee to the Board of Arbitration.
- (c) Within fifteen (15) days of the appointment of the second nominee, the two (2) nominees will attempt to agree to a Chairperson. If unable to agree, the parties shall request a Chairperson be named by the Ministry of Labour.
- (d) Each of the parties hereto shall bear the expenses for the nominee appointed by it and the parties shall jointly bear the expenses for the Chairperson.
- (e) The Arbitrators shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decisions inconsistent with the provisions thereof.
- (f) The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority of such Board will be final and binding upon the parties hereto.
- (g) No Grievance shall be submitted for Arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The party receiving notice of arbitration may, within fifteen (15) days of its receipt, give written notice

to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the Agreement. In such a case, the Arbitration Board shall endeavour to decide the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitration Board shall reserve judgement on the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, the Arbitration Board shall not consider the matter

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further and the decision of the Employer, or the Association committee in the case of an Employer grievance, shall stand.

(h) Upon the mutual consent of the Parties, the Board of Arbitration provided herein may be substituted for by a sole arbitrator appointed by the Parties. If the Parties are unable to agree on the selection of an arbitrator, the appointment shall be made by the Ministry of Labour.

7.08 If a grievance is not processed within the time limits provided, it shall be deemed to be abandoned unless the Parties mutually agree to extend the timelines.

7.09 All written grievances shall contain:

(a) a description of how the alleged dispute is in violation of this Agreement; and

(b) a statement of facts to support the grievance; and

(c) the relief sought; and

(d) the signatures of a duly authorized official of the Association or the Employer, in the case of an Employer grievance, and the employee(s) concerned.

7.10 Grievance Mediation/Arbitration

At any point in the grievance/arbitration process, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The timelines in the grievance/arbitration procedure shall be frozen at the time the

parties mutually agree in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is to be terminated, the timelines in the grievance/arbitration procedure shall continue from the point at which they were frozen. The parties shall equally share all costs associated with the grievance mediation procedure in this article.

ARTICLE 8 DISCIPLINE AND DISCHARGE

8.01 Whenever it is necessary to notify an Employee that an employee's work performance may be detrimental to the employee's advancement or continued employment, such notice shall be made in writing and the employee shall have the right to have a copy of the report forwarded by the Employer to the Association Grievance Officer.

8.02 An employee shall be entitled to be accompanied by an Association representative when discipline is to be imposed. In cases where an employee is directed to attend a meeting where disciplinary action is to be served, the employee shall be informed of the nature of such meeting and advised of the right to be accompanied by an Association representative.

8.03 A claim by an employee that he or she has been disciplined or discharged, without just cause, shall be treated as a grievance in accordance with Article 7 herein. In the case of a suspension, the grievance shall be lodged at Step 1 of the grievance procedure, and in the case of a discharge, the grievance shall be lodged at Step 2 of the grievance procedure. Such grievances may be settled by confirming the Employer's action or by reinstating the employee with full compensation of time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or by the Arbitration Board.

8.04 Access to Personnel Files

Only one official employee file shall be kept for each employee in the Human Resources Department at the Board's Education Centre. An employee, or designate in writing, may review their personnel employee file. The employee (or designate) shall make application in writing, to the Labour Relations Manager, who shall upon receipt of the request arrange for access to the file within three (3) working days. Before being allowed to access their file, the employee shall be required to provide proof of identity. Either party of this agreement may request that the employee review the file contents in the presence of an Association representative.

Should the employee dispute the accuracy or completeness of any information contained in their file, the Board shall on receipt of a written request by the employee to the Labour Relations Manager stating the alleged inaccuracy, either confirm or amend the information.

8.05 Twenty-four (24) months following the issuance of any letter of discipline, the Employer shall remove the discipline from the employee's personnel file, provided that there has been no recurrence of that or a similar incident in the same twenty-four (24) month period.

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If a report is removed from the employee's file, such report will not be relied upon by either Party in any subsequent disciplinary action or proceeding.

This Article shall not apply to disciplinary actions taken with employees for inappropriate conduct toward students or other Board staff, unless the action is subsequently altered through the grievance procedure.

8.06 The Board agrees that employee files, including files containing medical information and information pertaining to Criminal Reference Checks, shall be kept in a secure location at the Board's Education Centre.

ARTICLE 9 NO STRIKES OR LOCKOUTS

9.01 During the life of this Agreement, the Association agrees that there will be no strike and the Employer agrees that there will be no lockout. The definition of the words "strike" and "lockout" shall be those set forth in the *Ontario Labour Relations Act* as amended from time to time.

9.02 When other Board employees are on strike, a Member of the Association shall carry on their regular professional duties to the best of the Member's ability without assuming functions that are normally discharged by the Board employees on strike.

ARTICLE 10 LEAVE PLANS

10.01 Educational Leave

(a) The Board may, upon the approval of the appropriate Supervisory Officer, grant a leave of absence for educational purposes without compensation,

except as provided in Article 10.04(B). Such leave shall be for a maximum of up to twelve (12) months and shall not be unreasonably withheld. The purpose of this leave shall be to provide the employee with the opportunity for educational pursuit beneficial and related to the delivery of programs and services to the students of the District School Board of Niagara. The Board shall reinstate the person on leave to the same or a similar position to the one they left if practicable to do so without detriment to the effective and efficient operation of the department or school concerned.

- (b) The Board will pay seventy-five (75%) percent of the cost of any courses of study which in the opinion of the Board would better qualify the employee to perform their present or future work as may be required by the Board. Board approval of such courses must be obtained before starting the course and payment will be made on proof of successful completion of the course. Payment shall not exceed \$500 in any calendar year. Should the Board require an employee to upgrade their qualifications, the Board will pay the full cost of course fees for such upgrading.

10.02 Pregnancy Leave

- (a) A pregnant Employee with thirteen (13) weeks of employment before the expected birth date shall be granted an unpaid pregnancy leave of seventeen (17) weeks maximum duration.
- (b) An employee requesting such leave shall notify the Human Resources Manager, in writing, as far in advance of the requested commencement of the leave as possible but no less than two (2) weeks prior to the date on which the leave is to begin. Such written notice shall also contain a certificate from a legally qualified medical practitioner stating the expected birth date.
- (c) An employee who has given notice to begin a pregnancy leave may change the notice to an earlier date if the employee gives at least two (2) weeks written notice to the Human Resources Manager or to a later date if the employee gives at least two (2) weeks written notice to the Human Resources Manager prior to the date the leave was to begin.
- (d) An employee who has given notice to end a pregnancy leave may change the notice to an earlier date if the employee gives at least four (4) weeks written notice to the Human Resources Manager or to a later date if the employee gives at least four (4) weeks written notice to the Human

Resources Manager prior to the date the leave was to end.

- (e) During the pregnancy leave, the employee shall continue to participate in the Employee Benefit plans outlined in Article 12.03 (excluding L.T.D. unless otherwise provided by the Insurance Carrier) and the Board shall continue to pay its share of premiums unless the employee elects, in writing, not to do so.

The above is subject to the terms, conditions, guidelines and regulations established after transition to the OECTA Employee Life and Health Trust (ELHT).

- (f) Seniority shall continue to accrue during pregnancy leave.

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- (g) An employee returning from a pregnancy leave shall be reinstated to the position most recently held by the employee, if it still exists, or to a comparable position, if it does not.

(h) Maternity Benefits/SEB Plan

- i. A full-time and part-time permanent employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) Plan for a total of eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short-Term Leave Disability Plan (STLDP).
- ii. Full-time and part-time permanent employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- iii. Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- iv. Full-time and part-time permanent employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.

- v. Employees in term assignments shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- vi. The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended before SEB is payable.

10.03 Adoption and Parental Leave

- (a) An employee with thirteen (13) weeks of employment, who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time. Such an employee is entitled to a leave of absence of up to thirty-five (35) weeks if the employee also took pregnancy leave, and up to thirty-seven (37) weeks otherwise.
- (b) Parental/Adoption leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. However, the parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not come into the custody, care and control of a parent for the first time.
- (c) The employee requesting such leave shall notify the Human Resources Manager, in writing, as far in advance of the requested commencement of the leave as possible but no less than two (2) weeks prior to the beginning of the leave.
- (d) An employee who has given notice to begin parental leave may change the notice to an earlier date if the employee gives at least two (2) weeks written notice to the Human Resources Manager or to a later date if the employee gives at least two (2) weeks written notice to the Human Resources Manager prior to the date the leave was to begin. For employees who must stop work sooner than expected because of receiving a child, the *Employment Standards Act* provisions regarding notice shall apply. If the employee stops working because the child comes into the employee's custody, care and control earlier than expected, the parental leave will begin on the day that the employee stopped working, and written notice must be provided to the Board within two (2) weeks

thereafter.

- (e) An employee who has given notice to end a parental leave may change the notice to an earlier date if the employee gives at least four (4) weeks written notice to the Human Resources Manager or to a later date if the employee gives at least four (4) weeks written notice to the Human Resources Manager prior to the date the leave was to end.
- (f) During parental leave, the employee shall continue to participate in the Employee Benefit Plans outlined in Article 12.03 (excluding L.T.D unless otherwise provided by the Insurance Carrier) and the Board shall continue to pay its share of the premiums unless the employee elects, in writing, not to do so.

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The above is subject to the terms, conditions, guidelines and regulations established after transition to the AEFO Employee Life and Health Trust (ELHT).

- (g) Seniority shall continue to accrue during parental leave.
- (h) An employee returning from a parental leave shall be reinstated to the position most recently held by the employee, if it exists, or to a comparable position if it does not, as set out in the reinstatement provisions of the *Employment Standards Act, 2000* as amended.

10.04 General Leave

- (a) The appropriate Supervisory Officer may upon written request of an employee grant a leave-of-absence for a period of up to one (1) year. Approval for leave under this Article shall not be unreasonably withheld. Such leave shall not be for the primary purpose of taking employment elsewhere. Employees granted such leave will advise the Human Resources Department in writing of their intention to return to their position by April 6th of the school year in which the leave expires.
- (b) Upon written request of an employee who has taken Adoption or Parental Leave under Article 10.03, the appropriate Supervisory Officer shall grant a leave-of-absence for a period of up to one (1) additional year.
- (c) Subject to the approval of the Board's insurance carrier(s), employees on

leaves of absence as outlined in Article 10.01 and 10.04 (a) and (b) shall be permitted to maintain coverages in the Benefit Plan (except Long Term Disability Insurance) provided the employee pays to the Board, in advance of leave, the full cost of premiums.

The above is subject to the terms, conditions, guidelines and regulations established after transition to the AEFO Employee Life and Health Trust (ELHT).

10.05 Sick Leave

- (a) "Sick Leave" means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, quarantined because of exposure to contagious disease or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.
- (b) After five (5) consecutive days of absence, no Sick Leave Credits shall be allowed unless a certificate is furnished to the Employer by a legally qualified physician or dentist, certifying the employee's inability to carry out their duties due to personal injury or illness.
- (c) Notwithstanding the above, the Employer may require an employee to submit the certificate thereunder for a period of absence of less than five (5) days. The Employer shall, if required, reimburse the employee for the cost of obtaining a certificate when the period of absence is less than five (5) days.
- (d) Only absences occasioned by illness, injury, medical diagnosis, treatment and consultation of the employee shall be charged against the sick leave credit.
- (e) No payment under this section shall be made to an employee who is on an unpaid leave-of-absence granted in this Collective Agreement.
- (f) An employee with sick leave credits who is injured during the course of their employment and loses time from work as a result of that injury or a work-related illness, will continue to be paid full salary and benefits for each day of absence. One (1) day will be deducted from sick leave credits for each day of absence until the claim has been approved by the Workplace Safety and Insurance Board. Once the claim has been approved, the sick days deducted will be reinstated, and the employee's WSIB payments will be topped up to 100% of salary. The top-up amount shall be paid for a maximum of four years and six months.

If, as a result of an accident, an employee received benefits under the Workplace Safety and Insurance Act, 1997, in respect of September 1, 2012, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under the Act as a result of that accident.

An employee without sick leave credits who is injured in the course of their employment, and loses time from work as a result of that injury or a work-related illness, will not receive any compensation until the Workplace Safety and Insurance Board approves their claim, and thereafter will receive pay directly from them at the current legislated ratio of pay. If the claim is not approved, there will be no compensation from the District School Board of Niagara or the Workplace Safety and Insurance Board.

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(g) Employees working less than thirty-five (35) hours per week shall be granted a sick leave allowance pro-rated in the proportion that their hours of work bear to a normal thirty-five (35) hour work week.

(h) The Employer and the Association recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled to enable their early and safe return to work. At any meeting to discuss an employee's return to work arrangements, the employee shall be entitled to Association representation, and the Employer shall so advise the employee. At the option of the employee, the Association representative shall be present at the meeting. Should the employee not want Association representation, a consent indicating that will be signed by the employee with a copy provided to the Association.

10.06 Bereavement Leave

A leave of absence with pay will be allowed in the event of a death in an employee's immediate family as follows:

(a) Up to a total of five (5) days shall be allowed per bereavement by reason of the death of one of the following: father, mother, spouse, child, common-law spouse or any other relative who resided in the household. It is understood that for the purposes of this Article, "spouse" includes common-law and same sex partners.

(b) Up to a total of three (3) days shall be allowed per bereavement by reason of the death of one of the following: brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or fiancé.

(c) One (1) day shall be allowed per bereavement by reason of the death of a grandparent-in-law, aunt or uncle or to act as a pallbearer.

(d) In the case of extenuating circumstances, application may be made to the Director or Education (or designate) for additional time under this clause. For any working days which fall in this period which are approved by the Director of Education (or designate), there shall be no deduction of pay.

Employees requesting leave under this Article shall notify their supervisors in advance of the taking of such leave and shall report the absence on the required form as soon as possible.

10.07 Miscellaneous Leave

(a) An employee with the prior approval of the appropriate Supervisory Officer may be absent from duty without loss of salary by reason of examinations and convocations as follows:

i) For the purpose of writing examinations, only the half-day period in which the examination occurs shall be granted. In addition to the half-day mentioned in the foregoing, one half-day shall be allowed for travel, if necessary, as determined by the appropriate Supervisory Officer.

ii) A half-day period is granted for an employee to attend their own post-secondary graduation ceremony or the post-secondary graduation of their son, daughter, husband, wife or fiancé. In addition to the half-day mentioned in the foregoing, one half-day shall be allowed for travel, if necessary, as determined by the appropriate Supervisory Officer.

(b) Religious Holidays

An employee shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay to a maximum of five (5)

days in any one (1) year for the observance of religious holidays.

(c) Adoption Leave/Parental Leave

An employee shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay when adoption leave is not taken and it is necessary for the employee to attend on the day that an adoptive child is picked up or fathers attending on the day of birth of their child.

(d) Special Circumstances

Absence involving unusual or extenuating circumstances may be referred to the Director of Education (or designate) for consideration. Wherever possible, application should be made in advance. Payment or deduction of salary shall be based on a review of the conditions causing absence.

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10.08 Witness and Jury Duty

- (a) An employee called for jury duty or subpoenaed as a witness shall absent himself/herself from work only long enough to carry out their duties. Such employee will be paid for their standard scheduled hours at their normal rate of pay for the period of absence required to attend to these duties.
- (b) The employee shall submit to the Employer a copy of the notice to appear as verification. Upon receipt of the notice, the Board shall pay the employee for their standard scheduled hours.

10.09 Employee Financed Leave Plan

The Employer's Policy on the Employee Financed Leave Plan, as set out in Administrative Procedure 5-4, shall remain in full force and effect during the term of this Agreement. This Policy shall not be altered without prior notice to and discussion with the Association.

10.10 Family Care Leave

An employee shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay to a maximum of three (3) days in any one (1) year for the purpose of tending to the employee's own children, parents, spouse, parent-in-law, or any other relative who

resides in the household, in cases involving serious illness/ injury.

10.11 Family Medical Leave

All employees are entitled to family medical leave, as set out in the *Employment Standards Act* as amended.

ARTICLE 11 PAID HOLIDAYS AND VACATIONS

11.01 Regular employees shall receive the following holidays with pay providing they meet the eligibility requirements outlined in Article 11.02.

New Years Day Labour Day
Family Day Thanksgiving Day
Good Friday Christmas Day
Easter Monday Boxing Day

Victoria Day

Four (4) additional days (including days in lieu of any other Statutory Holidays), to be observed during the Christmas School Break Period. The above four (4) additional days are deemed to be inclusive of Canada Day.

11.02 To qualify for holiday pay and/or vacation entitlements, the employee must have worked their regularly scheduled work day immediately before and after the paid holiday(s) or vacation day, unless the employee is on approved paid leave of absence including vacation, sick leave and compassionate leave or unless written permission for paid leave is obtained from the appropriate Superintendent or designate.

11.03 (a) Regular employees shall receive the following vacation entitlements: Years of

Service by July 1st Vacation Pay

Less than 1 year 1 working day per month to a maximum of 10 days
with
pay

1 year but less than 3 years 10 days

3 years but less than 10 years 15 days

10 years but less than 17 years 20 days

17 years but less than 25 years 25 days

25 years and over 30 days

(b) To promote continuity of earnings over the work year employees will receive their vacation pay on the following basis:

i) all regular weekdays during the work year when school classes are not in session save and except for Paid Holidays and Professional Activity Days as determined by the Board.

ii) the balance of vacation pay (i.e annual entitlement less those days set out in B(i) above) shall be paid to the employee by the end of May of each school year for all entitlements earned by the employee up to March 31st and by the end of September of the next school year for all remaining entitlements, subject to provisions of the Letter of Intent signed by the parties on Vacation

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Pay for 10 Month Employees, dated June 13, 2006.

(c) Where hours of work for the employee concerned change over the course of the work year vacation pay entitlements shall be pro-rated accordingly.

ARTICLE 12 EMPLOYEE BENEFIT PLANS

12.01 All eligible employees shall participate or have the option to participate in the Ontario Municipal Employees Retirement System Pension Fund.

12.02 Effective September 1, 2019, the Employer shall pay seventy-nine percent (79%) of the premium cost of the existing Long-Term Disability Plan.

12.03 The above is subject to the terms, conditions, guidelines and regulations established after transition to the OECTA Employee Life and Health Trust (ELHT).

ARTICLE 13 BENEFITS UPON TERMINATION

Retirement Gratuities were frozen as of August 31, 2012. Employees are not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.

(Applicable to employees of the former Niagara South Board of Education only)

13.01 Employees continuously employed under the Collective Agreement between A.P.S.S.P. and the former Niagara South Board of

Education on December 31, 1997 shall be entitled to the following benefits upon termination:

13.02 (a) Fifty percent (50%) of the accumulated sick leave credits to a maximum of one-half (1/2) years salary shall be paid to an employee on retirement after twenty (20) years of service. A retiring employee with less than twenty (20) years but more than five (5) years of service shall be entitled to a payment of one-twentieth (1/20) of the above amount for each year of service. The definition of retirement shall be set forth in the policies of the District School Board of Niagara.

(b) Fifty percent (50%) of accumulated sick leave credits to a maximum of one-half (1/2) year's salary shall be paid to an employee upon termination of employment for reasons other retirement or discharge for cause after twenty (20) years of service. A terminating employee with less than twenty (20) years but more than ten (10) years of services shall be entitled to payment of one twentieth (1/20) of the above amount for each year of service.

(c) Payments under this article shall be in accordance with the following formulae for eligible employees:

i) for employees employed on a 10-month basis at the date of eligibility:

Annual Unused Sick Years of
 $50\% \times \text{Salary} \times \frac{\text{Leave Credits}}{200} \times \frac{\text{Continuous Service}}{20}$

ii) for employees employed on a 12-month basis at the date of eligibility:

Annual Unused Sick Years of
 $50\% \times \text{Salary} \times \frac{\text{Leave Credits}}{260} \times \frac{\text{Continuous Service}}{20}$

(d) In no case shall the numerators in the above formulae exceed the denominators.

(e) In no case shall the payment exceed one-half of one year's salary at the time of leaving.

13.03 On the death of an employee of the Board before retirement, a death benefit on an amount equal to the retirement gratuity (as computed in accordance with the provisions of Article 13.01) at the time of death of such employee shall be paid to the widow or widower, or if there be no such persons, to their estate.

ARTICLE 14 NOTICES

14.01 Employees shall keep the Employer informed of their current address and telephone numbers.

14.02 All correspondence dealing with policy between the parties arising out of these agreements or incidental thereto, shall pass to and from the H.R. Administrator or Labour Relations Manager and the Secretary, Chief

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Negotiator, Grievance Officer or President of the Association, as appropriate.

14.03 The Association shall be permitted to post Association notices on bulletin boards provided all such notices have been signed by an official of the Association.

ARTICLE 15 SENIORITY

15.01 Newly hired employees shall be considered on a probationary basis for a period of six (6) continuous working months from the date of hire. During the probationary period, employees shall be entitled to all rights and privileges of this agreement (except with respect to lawful discharge). All employees being hired in consecutive term positions will complete their probationary period only once. Months of employment shall be considered for accrual and may be carried to the next school term to complete probation.

15.02 (a) Seniority is defined as the length of service since the last date of hire with the District School Board of Niagara or predecessor Boards and shall be used in determining preference or priority for promotions consistent with the provisions of Article 16.03 and for layoffs and recall, provided that the employee possesses the qualifications and ability to perform the job. Seniority shall operate on a bargaining unit basis.

(b) The Board shall maintain a seniority list which will rank employees by most

recent date of hire and will include the employee's job title. A copy of this list shall be given electronically to the Association no later than October 15th indicating seniority as of August 31st. In the event that the Association challenges the accuracy of the list within thirty (30) days and such challenge has merit, the Board shall revise the list to make it accurate. Following this process or the expiration of the thirty (30) days, the list shall be deemed to be accurate and shall be used as specified in the Collective Agreement. Copies of the Seniority List will be posted on the Board's internal web site.

- (c) Seniority status shall be maintained during any approved leave of absence granted pursuant to Article 10 or Article 6.
- (d) Seniority status shall be maintained upon any transfer within the bargaining unit.