

Letter of Understanding

between

Toronto Catholic District School Board

(the Board)

and

Association of Professional Student Services Personnel

(the Association)

Whereas the decision of Arbitrator Paul Craven dated January 31, 2011 awarded that the PFLF classification appropriately fell within the defined bargaining unit represented by the Association in its collective agreement with the Board; and

Whereas the parties seek to incorporate the PFLF classification into the current collective agreement between the parties that is to expire August 31, 2012.

The parties therefore agree to the following amendments (see Appendix A) to the collective agreement

Dated at Toronto, this 4th day of May, 2011.

Julie M. Peter
Association

Glen White

AW

Ann Bay - Oke.

Antonella Vituro

I. Subudak
Board

Shane McNault

Albie

Carla Marchetti

[Signature]

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

AND

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

**BOARD RESPONSE FOR INCORPORATION OF PARENTING & FAMILY
LITERACY FACILITATORS INTO COLLECTIVE AGREEMENT:**

May 4/11 – 5:00 P.M.

1. Recognition 1.01
 1. Add Parenting & Family Literacy Facilitators (PFLF's) to list of classifications in the recognition clause.
 2. Provide a list of all currently employed PFLF's including those currently on a leave of absence. (not an amendment to collective agreement)
2. Applicability of Collective Agreement
 3. It is agreed that all of the provisions of the collective agreement apply to Parenting & Family Literacy Facilitators unless expressly modified by the terms of this memorandum and shall become effective May 1/11.
3. Permanent Status
 4. It is agreed that all current PFLF's who are employed will receive full credit for purposes of seniority upon completion of the probationary period and service back to their original date of hire by the Board as a PFLF.
4. Dues Check-Off 8.01
 5. Commence deduction of Association dues from all PFLF's effective May 1/11.

5. Professional Development Article 9

6. PFLF's are covered by the provisions of this Article

6. Seniority Article 11

7. Add Parenting & Family Literacy Facilitators (PFLF's) to the list of classifications in Article 11.04 (c).

7. Benefits Article 14

8. Enrol all PFLF's in the benefit plans including Dental Plan, Extended Health Plan, and Group Life Insurance Plan in accordance with the terms of the Plans.

9. Commence deduction of premiums for the Long Term Disability Plan which is administered by the Association for all PFLF's in accordance with the terms of the Plan.

10. Arrange for coverage under the Pension Plan, either OMERS or the Teachers' Superannuation Act, if applicable.

11. Items 8,9, and 10 to be effective May 1, 2011.

12. All PFLF's shall be permitted to buy pensionable service back to September 1, 2010 at their option, in which case the Employer will pay its portion of the pension contributions.

The window of opportunity to buy pensionable service back to September 1, 2010 shall close May 31, 2011.

The decision to buy back pensionable earnings under this Memorandum shall be irrevocable once such decision has been made.

8. Sick Leave Article 15

13. Effective September 1, 2010 all PFLF's shall be entitled to those sick leave benefits outlined in Article 15 and Appendix C. In addition, any PFLF with an original date of hire prior to September 1, 2010 shall be entitled to any additional sick leave credits that would have otherwise been accrued as a result of their employment as a PFLF effective March 1, 2010.

Any sick leave credit balance made effective by the Letter of Understanding may be only used retroactively for such absences for illness during the current school year. All credits not used for such absences during the current school year shall remain in the PFLF's sick leave credit balance as per Article 15 and Appendix C.

9. Leaves of Absence Article 16

14. All PFLF's are covered by the Leaves of Absence provisions in Article 16 effective May 1, 2011. In addition, Michele Wong shall be entitled to the benefits of Article 16.02 (a) (ii) with respect to her current pregnancy/parental leave.
15. The parties shall agree on a list of employees who are currently on a leave of absence and therefore eligible to return to work. (Not an amendment to collective agreement)

10. Hours of Work and Work Year

16. PFLF's shall maintain for the remainder of the existing collective agreement, their current standard work day, week and year. For clarity, this includes the following:
 - a) The work year for all PFLF's shall be the school year.
 - b) The normal work week for each PFL Centre assignment shall consist of 4 hours per day Monday to Friday plus four (4) hours with pay as planning time per month. The Board acknowledges that two PFLFs currently work two assignments.
 - c) Where a PFLF is authorized to work additional hours they shall be paid for such hours worked at their regular rate of pay.

11. Remuneration – Article 18

Notwithstanding the current provisions of Article 18 – Remuneration and Period of Work, PFLFs shall maintain, for the remainder of the existing collective agreement, their current standard work day, week, and year.

The PFLF classification shall continue to be compensated at the current hourly rate of pay which is inclusive of both vacation and statutory holiday pay. Such hourly rate of pay will be increased by 3% effective September 1, 2010 and paid retroactively to September 1, 2010 with a further 3% increase effective September 1, 2011. Accordingly, for the remaining term of this collective agreement, article 19 – Holidays and Article 20 – Vacations will not apply to PFLFs.

PFLFs shall be entitled to those allowances outlined in Articles 18.08 and 18.09 effective September 1, 2010.

Consideration of any other provisions of Article 18 not referenced above may be addressed at the next round of negotiations.

14.

Supply PFLF's

Occasional assignments in excess of thirty (30) working days in duration will be considered as a 'limited-term position' assignment as provided for under the collective agreement.