

**2014 – 2017**

**AGREEMENT**

BETWEEN



BRUCE-GREY CATHOLIC DISTRICT SCHOOL BOARD

(Hereinafter called "the Board")

AND

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

(Hereinafter called "the Association")

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## **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 (2) 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 Section 36 and 41(1) of the *School Boards Collective Bargaining Act, 2014*, the term of this collective agreement, including central terms and local terms, shall be from September 1, 2014 to August 31, 2017, 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, 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 Sections 28 and 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.

#### **C.4.4 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.



#### **C.4.5 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.

#### **C.4.6 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.

#### **C.4.7 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**

Parties have agreed to participate in a Provincial Benefit Trust, set out in the appended Letter of Agreement #8, subject to the due diligence process contained therein. The date on which a Board commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

### **C5.1 Funding**

- a) The funding per full-time equivalent employee will be calculated as per the appended Letter of Agreement.

### **C5.2 Cost Sharing**

- a) With respect to the funding in C.5.1 a), should there be an amount of employee co-pay, the Trust shall advise boards what that amount shall be. Unless advised otherwise, there will be no deductions upon the Participation Date.
- b) Any further cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

### **C5.3 Payment in Lieu of Benefits**

- a) All employees not transferred to the Trust 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.

- C5.4** Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

## **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
- 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.

#### **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.

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 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 regular working hours. The permanent Employee's new sick leave allocation will be eleven (11) days at 100%-wages. The permanent Employee will also be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of regular salary 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.

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. 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**

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 required to be provided by the Employee for absences of five (5) consecutive working days or longer. The medical confirmation may be required to be provided on a form prescribed by the Board.

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 Benefit 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 days 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.

#### **k) Top-up Provisions**

Employees accessing short term disability leave 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 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.

### **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 Critically Ill Child Care Leave**

- a) Family Medical Leave or Critically Ill Child Care 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.

### **C12.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT**

- a) An Employee eligible for a Sick Leave Credit retirement gratuity as per Appendix B shall have the option of receiving a payout of his/her gratuity on the employee's first pay date in the 2016/2017 school year, or on the employee's normal retirement date.
- b) The employee must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix B. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 61 less the employee's age as at June 30, 2016.
- d) If an Employee is older than the average age noted in c) above as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.
- e) Where the employee opts for an early payout of the retirement gratuity, an employee may request the retirement gratuity, or a portion thereof, be transferred to an RRSP or OMERS AVC (Additional Voluntary Contribution) account. The employer will transfer the retirement gratuity, or portion thereof, to an RRSP or OMERS AVC account based on appropriate documentation and forms, completed by the employee, from their financial institution. The payout, whether transferred as described above or paid directly to the employee, is subject to withholdings in accordance with CRA requirements.

**APPENDIX A**

**EWAO-ATEO / COUNCIL OF TRUSTEES' ASSOCIATIONS**

**NOTICE OF CENTRAL DISPUTE**

<b>Name of Board where Dispute Originated:</b>	
<b>EWAO-ATEO Local &amp; Bargaining Unit Description:</b>	
Policy <input type="checkbox"/> Group <input type="checkbox"/> Individual <input type="checkbox"/> Grievor's Name (if applicable):	
Date Notice Provided to Local School Board/EWAO-ATEO Local:	
<b>Central Provision Violated:</b>	
<b>Statute/Regulation/Policy/Guideline/Directive at issue (if any):</b>	
<b>Detailed Statement of Relevant Facts (attach additional pages if necessary):</b>	
<b>Remedy Requested:</b>	
<b>Date:</b>	<b>Signature:</b>
<b>Committee Discussion Date:</b>	
Withdrawn <input type="checkbox"/> Settled <input type="checkbox"/> Referred to Arbitration <input type="checkbox"/> Referred to Local Grievance Procedure <input type="checkbox"/>	
<b>Date:</b>	<b>Co-Chair Signatures:</b>
<b>This form must be forwarded to the Central Dispute Resolution Committee Co-Chairs no later than 40 days after becoming aware of the dispute.</b>	

## **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 2008-2012 collective agreements, subject to modifications made during local bargaining in 2012-2013, if any. The items listed below shall not be subject to local bargaining or to amendment by the local parties.

Items:

- Allowances
- Staffing levels
- Paid Vacations and Holidays (including statutory holidays)
- Hours of Work
- Work week
- Work year (excluding local arrangements related to summer scheduling)
- Planning time for DECEs and EAs



## LETTER OF AGREEMENT #2

### 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 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 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.

## **LETTER OF AGREEMENT #3**

**BETWEEN**

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario  
(Hereinafter 'EWAO-ATEO')**

**AND**

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

**Re: Job Security**

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.

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, 2017.

## **LETTER OF AGREEMENT #4**

**BETWEEN**

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario  
(Hereinafter '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.

## **LETTER OF AGREEMENT #5**

### **BETWEEN**

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario  
(Hereinafter '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 2015-2016 and 2016-2017 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 2015-2016 school year;
  - 2) two (2) Professional Activity days in the 2016-2017 school year;
- 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 2015-2016 and 2016-2017 school years. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2015-2016 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 2016-2017 school year, the days will be designated by June 15, 2016. All interested employees will be required to apply, in writing, for leave for the 2016-2017 school year by no later than September 30, 2016. 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, 2017.



## **LETTER OF AGREEMENT #6**

### **BETWEEN**

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario  
(Hereinafter 'EWAO-ATEO')**

### **AND**

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

### **Re: Long Term Disability (LTD) Plan Working Group**

The parties acknowledge that increases in premiums for LTD plans are a significant issue.

The parties agree to review the issue of affordability of LTD plans for both boards and employees who pay LTD premiums (in whole or in part) in support of existing LTD plan arrangements.

A joint central committee of board staff and EWAO-ATEO members shall be established to review options related to sustainability and affordability of LTD plans. Options may include, but are not limited to:

- i) Exploring a common plan through a competitive tendering process
- ii) Exploring other delivery options through a competitive tendering process
- iii) Reviewing joint proposals from local boards and units to effect changes to plan design to reduce costs.

The central parties agree that local boards and units may discuss and mutually agree, outside of the context of collective bargaining, to make plan design changes with a view to reducing premiums.

Pending the outcome of the Long Term Disability (LTD) Plan Working Group or local agreements regarding plan design changes as contemplated herein, current LTD plans will remain status quo.

## **LETTER OF AGREEMENT #7**

**BETWEEN**

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario  
(Hereinafter '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 #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**

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs 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.  
The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> 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 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;
  - 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.

## **LETTER OF AGREEMENT #9**

**BETWEEN**

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario  
(Hereinafter '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
- Medical Intervention Training
- Staffing for Supervision
- Violence Prevention Training
- Workload for custodial maintenance workers
- 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 #10**

**BETWEEN**

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario  
(Hereinafter 'EWAO-ATEO')**

**AND**

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

**AND**

**The Crown**

**Re: Early Childhood Educators Work Group (FDK)**

The parties and the Crown agree that within sixty (60) days following central ratification, a work group consisting of equal numbers of CTA/Crown and EWAO-ATEO representatives shall convene to consider and make recommendations concerning Early Childhood Educators including, but not limited to the following:

- Hours of work
- Preparation time
- FDK class size
- Students with special needs
- Staffing levels
- Professional collaboration and development
- the feasibility of establishing Itinerant Lead positions within the bargaining unit
- Other items which may be mutually agreed to by the parties

The work group shall make joint recommendations to the parties no later than June 30, 2016.

## **LETTER OF AGREEMENT #11**

**BETWEEN**

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario  
(Hereinafter '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 #12**

**BETWEEN**

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario  
(Hereinafter 'EWAO-ATEO')**

**AND**

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

**AND**

**The Crown**

**Re: Provincial Health and Safety Working Group**

The parties confirm their intent to participate in the Provincial Health and Safety Working Group. 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 in the Workplace;
- Occupational health and safety training, including training for EWAO-ATEO members;
- Caring and Safe Schools as it relates to EWAO-ATEO members;
- Health and safety considerations in high risk areas of the school;
- Appropriate access to, and provision of, information related to students who may pose a safety risk; and
- Any other health and safety matters raised by either party.

The Crown commits to convene a meeting of the Working Group prior to December 31, 2015.

EWAO-ATEO will be entitled to equal representation on the Provincial Health and Safety Working group.

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

## **LETTER OF AGREEMENT #13**

**BETWEEN**

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario  
(Hereinafter '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.

EWAO-ATEO will be consulted, through the Central Labour Relations Committee, regarding the development/purchase of a training program on the prevention of violence for employees whose core duties require them to work directly in contact with students who may pose a safety risk. The Crown agrees to fund the development/purchase.

The Central Labour Relations Committee will consider the following points in developing the training program including:

- Primary prevention practices including appropriate disclosure of information;
- Causes of violence;
- Factors that precipitate violence;
- Recognition of warning signs;
- Prevention of escalation;
- Controlling and defusing aggressive situations; and
- Employee reporting obligations.

The training program will be made available to boards and EWAO-ATEO no later than November 30, 2016. EWAO-ATEO agrees to this training program being made available to all employees.

Local boards will consult with local unions regarding the implementation of the training program.



## **LETTER OF AGREEMENT #14**

**BETWEEN**

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario  
(Hereinafter 'EWAO-ATEO')**

**AND**

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

**Re: Additional Professional Activity (PA) Day**

The parties confirm that should there be an additional PA Day beyond the current 6 PA days in the 2015-16 and/or the 2016-17 school years, there will be no loss of pay for EWAO-ATEO members (excluding casual employees) as a result of the implementation of these additional PA days. For further clarity, the additional PA day will be deemed a normal work day. EWAO-ATEO members will be required to attend and perform duties as assigned. Notwithstanding these days may be designated as Sulp days.

## **LETTER OF AGREEMENT #15**

**BETWEEN**

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario  
(Hereinafter 'EWAO-ATEO')**

**AND**

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

**AND**

**The Crown**

**RE: Regulated Support Staff Compensation Sub-Committee**

Whereas there are varying salaries of EWAO-ATEO members among Ontario's publicly funded School Boards with various regulated professions, the parties agree:

Within thirty (30) days of ratification of the final local agreement, a working group deemed to be a sub-committee of the Central Labour Relations Committee shall be established, consisting of up to twelve (12) members as follows:

- \* Up to two (2) selected by and representing the Crown;
- \* Up to four (4) selected by and representing the CTA; and,
- \* Up to Six (6) selected by and representing EWAO-ATEO.

The sub-committee shall meet, on a without prejudice basis, to conduct a study on compensation for certain EWAO-ATEO Education Support Staff employed by Ontario's publicly funded School Boards. The job classes to be studied are CYWs and those job classes traditionally covered by PSSP Bargaining Units. For clarity, Educational Assistants, Early Childhood Educators and skilled trades are not included in this group.

The sub-committee shall complete its mandate and report back to the Central Labour Relations Committee, no later than March 30, 2017.

**LETTER OF AGREEMENT #16**

**BETWEEN**

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario  
(Hereinafter '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.

**PART B: LOCAL TERMS**

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## **ARTICLE 1 - STATEMENT OF PURPOSE**

- 1:01 This agreement is entered into by the parties to provide for orderly collective bargaining and relations between the parties including but not limited to:
- a) To set forth formally an affordable compensation schedule and procedures, hours of work and working conditions;
  - b) To provide a process for the promotion of prompt and fair disposal of grievances and complaints;
  - c) To promote the provision of reliable, professional and continuous service performed with skill and efficiency;
  - d) To promote the morale, well being and security of the employees within the terms of this agreement.

## **ARTICLE 2 - RECOGNITION**

- 2:01 The Board recognizes the Association of Professional Student Services Personnel as the bargaining agent of all employees of the Bruce-Grey Catholic District School Board in the Counties of Bruce and Grey employed as speech and language pathologists, psychometrists, social workers/attendance counsellors, mental health leaders, save and except supervisors and persons above the rank of supervisor.
- 2:02 A temporary employee may be hired to replace an employee going on a maternity leave or approved short term leave. Temporary employees will only become permanent or probationary where the provisions of Article 9 have been met. Temporary employees shall be entitled to all the rights and provisions of this agreement excluding probationary period and seniority. Temporary employees who are hired for a period of six (6) months or more shall be entitled to benefits. In the event that any temporary employee is subsequently employed as a regular or probationary employee then his/her seniority will be backdated utilizing prorating as appropriate. It is the intention of the parties to this agreement that no employee who has seniority will be laid off by reason of the Employer hiring employees under this clause.
- 2:03 a) The Board recognizes the right of the Association to appoint or elect a negotiating team composed of not more than three members of which at least two shall be members of the local bargaining unit. The Association recognizes the right of the Board to appoint a negotiating team composed of not more than four members.

- b) The Board agrees that where representatives of the bargaining unit have been granted permission to leave their employment in order to carry on joint negotiations or joint grievance proceedings, they shall suffer no loss of normal pay. Where a replacement is hired as a result of such proceedings, the Association will reimburse the Board for all costs related to such replacement.

2:04 All correspondence between the parties arising out of the operation of this agreement or incidental thereto shall pass to and from the Superintendent of Human Resources and the secretary of the Association.

2:05 Association Executive

- a) The Board recognizes the right of the Association to elect an executive whose duties shall be to assist any employee whom the Association represents. No individual employee or group of employees shall undertake to represent the Bargaining Unit at meetings with the Board or individual trustees without proper authorization of the executive of the bargaining unit.
- b) The names of the members of the executive as elected from time to time shall be given to the Board in writing and the Board will not be required to recognize any such executive until it has been so advised in writing.

2:06 Association/Board Liaison Committee

- a) The Association/Board Liaison Committee shall be comprised of the Director of Education, the Superintendent of Human Resources, and the Superintendent of Education, or their designates, with three duly designated members of the Association or their designates including an APSSP Consultant as appropriate.
- b) Meetings of the Association/Board Liaison Committee shall be arranged between the President of the Association and the Superintendent of Human Resources.
- c) The Association/Board Liaison Committee will meet at least once per school term in order to examine concerns and/or problems in the area of personnel relations which may arise from time to time and to seek solutions to these concerns and/or problems. The Committee may also meet at other times, as necessary and at the request of either party to the collective agreement, to address concerns and/or problems. The deliberations of this committee shall not delete, modify or amend any clause in the collective agreement.

2:07 Both parties agree to observe and abide by the terms of the Ontario Human Rights Code and the Ontario Labour Relations Act with respect to the application of this agreement and with respect to the practice of discrimination.

2:08 No employee will be laid off or experience a reduction in hours of employment, should the Board decide to contract out services. The Board agrees to discuss contracting out services in advance, where possible, with the APSSP President or designate.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

The Association recognizes and acknowledges that the management and direction by the Board of its employees are fixed exclusively in the Board and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Board to:

- a) maintain order, discipline and efficiency;
- b) hire, direct, promote, demote, classify, transfer, lay-off and retire employees and to discipline, suspend or discharge any employee subject to the right of the employee concerned to lodge a grievance in a manner and to the extent herein provided;
- c) The Association further recognizes the right and duty of the Board to operate and manage its school system in accordance with its obligations and to make, enforce and alter from time to time, reasonable rules and regulations to be observed by the employees.
- d) The Board agrees that it will not exercise its functions in an unreasonable manner or in a manner inconsistent with the provisions of this agreement or applicable sections of governing legislation.

### **ARTICLE 4 - DEFINITIONS**

- 4:01
- a) Full Time Employee - means a person employed to normally work full time for a minimum of 35 hours each week.
  - b) Part Time Employee - means a person normally employed to work less than 24 hours per week.

- c) Temporary Employee - means a person employed to replace a regularly employed member of the bargaining unit on a temporary basis.

#### **ARTICLE 5 - ASSOCIATION SECURITY**

- 5:01 As a condition of their continued employment, all employees as defined in Article 2 of this agreement shall become and remain members in good standing of the Association in accordance with the Constitution and By-Laws of the Association. All new full-time or part-time employees shall become and remain members in good standing in the Association at the expiration of the probationary period.
- 5:02 The Board agrees to deduct from every employee, upon completion of twenty consecutive working days, dues in such amounts as may from time to time be authorized by the Association. The total annual dues will be deducted in equal instalments from each bi-weekly payroll and will be forwarded to the Provincial Treasurer of the Association not later than the 15th of each month. An initial list of names of employees from whose wages the deductions have been made will be provided by the Board.
- 5:03 T4 slips will be issued annually to employees and shall show deductions made for Union dues.
- 5:04 The Association will not, nor will any employee engage in Association activities during working hours or hold meetings at any time on the premises of the Board without the authorization of the Superintendent of Human Resources.
- 5:05 The Association shall indemnify and save the Board harmless from any claims, suits, judgments, attachments and from any form of liability as a result of deductions or failure to deduct dues.
- 5:06 Strike or Lockout
  - a) In view of the orderly procedure established by this agreement for the settling of disputes and the handling of grievances, the Association and members of the Bargaining Unit agree that during the lifetime of this agreement or any agreed upon extension thereof, there will be no strike, slowdown or stoppage of work either complete or partial, and the Board agrees that there will be no lockout.



- b) Any employee who violates this clause may be subject to discipline or discharge.

**ARTICLE 6 - DISPUTE RESOLUTION PROCEDURE**

No matter related to analysis, diagnosis or program plan related to a specific student case shall in any way form part or all of the substance of a dispute or grievance.

- 6:01 a) No dispute of an individual member of APSSP shall be considered as grievable under this procedure until it has been presented by the individual to the Superintendent of Education or his/her designate.
- b) The individual, along with an Association Representative if requested by the individual, shall identify the nature of the dispute to the Superintendent or his/her designate within ten calendar days of the incident giving rise to the dispute or within ten days of reasonably becoming aware of such incident.
- c) The Superintendent or his/her designate shall respond to the individual giving their decision regarding resolution of the dispute within five working days of its having been presented under (b).
- d) Where a designate for the Superintendent has not been identified to the Association, the matter will be referred to the Superintendent of Human Resources.

6:02 **GRIEVANCE PROCEDURE - GENERAL**

- a) A grievance is defined as any dispute between the Board and a member(s) of the Association concerning the interpretation, application, or administration of this agreement where specific reference as to the violation of an article(s) is made.
- b) Subject to 6:02 (c), no grievance will be considered where the mandatory time limits have not been strictly adhered to by the grieving party. If the defending party does not adhere to the time limits described herein, the grieving party is free to proceed to the next step with the grievance.
- c) The time limits contained herein may be amended by the written mutual agreement of the parties at any stage in a particular grievance.
- d) A grievance brought by the Board as an entity shall be filed at Step II of the grievance procedure and proceed as prescribed thereafter.

- e) A grievance, to be acceptable under this agreement, must be timely, must be in writing on the appropriate form jointly agreed to by the Board and the Association and signed by the grievor(s). It must contain a precise statement of the facts relied upon and must contain a statement of the remedy sought.
- f) Employees who are covered by this agreement shall be required to follow the procedures as set out in Article 6 and no employee may appeal directly to any trustee or Committee of the Board on a matter of dispute specifically related to this agreement.

6:03 **GRIEVANCE PROCEDURE - SPECIFIC**

- (a) Step I -Within ten calendar days of a response from the Superintendent or his/her designate, the employee may submit a grievance as prescribed in 6:02 to the Superintendent of Human Resources or designate.

-The Superintendent of Human Resources shall, within ten calendar days of receipt of the properly submitted grievance, call a meeting of the grievor and/or his/her representative to meet with the Superintendent of Human Resources and the appropriate Supervisory Officer or designates.

-Failing mutually acceptable resolution of the grievance at this meeting or any mutually agreeable succeeding meetings, the Superintendent or designate shall give a written response to the grievance allegations within ten calendar days of the last such meeting held to resolve the grievance at this step.

- (b) Step II -In the event that the member of the Association is not satisfied with the proposed resolution at Step I, he/she may submit the signed grievance and required documentation to the Director of Education within ten (10) calendar days of receipt of the proposed resolution at Step I.

-A meeting will then be held with the Director of Education or designate within ten (10) calendar days of the receipt of the grievance. The Association is entitled to have their outside consultant in attendance at this meeting.

-Failing mutual resolution of the grievance at this meeting or any mutually agreeable succeeding meeting, the Director of Education shall give a written response to the grievance within ten (10) calendar days of the last such meeting held to resolve the grievance at this step.

c) Arbitration

Failing settlement of the grievance, either party may, after exhausting the grievance procedure established by this Collective agreement, notify the other in writing of its desire to submit the difference to arbitration. The notice shall be delivered to the other within fourteen (14) calendar days of the reply under Step Two. The recipient party shall, within fourteen (14) calendar days, advise the other of the name of the legal counsel representing them in Arbitration.

The parties will refer the matter to a single, mutually agreed upon, arbitrator.

The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employees affected by it.

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Each of the parties hereto will share the expense of the Arbitrator.

The Arbitrator shall not be authorized to make any decision inconsistent with any Act or a Regulation thereunder or the provisions of the Collective Agreement, nor to alter, modify or amend any part of the Collective Agreement.

Notwithstanding the procedure above, either party may request the Minister of Labour to refer a grievance matter to a single arbitrator in accordance with Article 49 of the Ontario Labour Relations Act.

The time limits contained herein may be amended by the written mutual agreement of the parties at any stage in a particular dispute or grievance.

6:04 **POLICY GRIEVANCE**

Either party may lodge a grievance in writing with the other party on any difference between them concerning the general interpretation, administration, or application of this Collective Agreement, including any question as to whether a matter is arbitrable, and such grievance shall commence at Step II of the Grievance Procedure.

**ARTICLE 7 - DISCHARGE OR SUSPENSION**

- 7:01 a) The Board will not discharge, suspend, or otherwise discipline any employee who holds seniority without just cause and due process. The Board will direct a letter to the employee concerned and the APSSP Representative stating its reasons for any discharge, suspension, or discipline.
- b) An appeal by the employee concerned may be filed directly at Step II of the grievance procedure within ten calendar days of receipt of the written notice of discharge or suspension referred to in 7:01 (a) above.
- c) If an employee is disciplined, suspended, or discharged, the employee is entitled to the presence of a representative of the Association at the time that such discipline, suspension or discharge is to be administered and the employer shall advise the employee of that right in advance.
- 7:02 A probationary employee shall be entitled to all rights and privileges under this agreement except with respect to discharge for just cause as provided in Article 7:01. A probationary employee will not, however, be discharged without due process having been provided by first having been notified of the pending action, advised of the standard(s) to be met and given an opportunity to meet the expectations.
- 7:03 Any disciplinary document or record of suspension shall be deleted from the employee's file after a period of twenty-four (24) months from the date of the document, provided that the employee's record has been discipline-free during that twenty-four (24) month period of time. Once these documents are deleted, the employee may rely upon a clear record for all purposes.

## **ARTICLE 8 - SENIORITY**

8:01 Seniority is defined as the length of continuous service with the Board from the most recent date of hire.

- a) Seniority shall be established after a full time employee has served a probationary period of ten (10) continuous months. Part time employees will acquire seniority on a pro-rated basis in accordance with time worked compared to full time employment.
- b) All employees shall have the Board's medical certificate completed during the probationary period.
- c) Seniority lists by classification will be maintained by the Board with a list to cover each of:
  - i) Psychometrists
  - ii) Social Workers
  - iii) Speech and Language Pathologists

The Mental Health Lead shall be included in one of the above lists depending on their discipline.

The seniority lists shall be prepared annually by the Superintendent of Human Resources and distributed to each employee and to the Secretary of the Association.

- d) Seniority status, once acquired, shall be lost only due to:
  - i) resignation;
  - ii) discharge for cause which is not reversed through the grievance procedure including arbitration;
  - iii) retirement;
  - iv) lay-off of twelve consecutive months;
  - v) failure to report to work within one week of being notified of a recall from lay-off unless the employee provides a satisfactory reason, and provided however that the employee notify the Board of their inability to report for work within the one week period;

vi) failure to return to work after an authorized leave of absence.

8:02 Lay-offs and Recall

- a) i) In the event of a reduction in staff, a lay-off shall be according to seniority on the appropriate seniority list. Probationary Employees, followed by employees with the least seniority, will be laid off first.
  - ii) The Board may declare individual employees ineligible for lay-off because of the special qualifications, competency or special nature of their assignment, particularly those working with students who have special needs.
  - iii) Unless legislation is more favourable, the Board agrees to provide two month's notice of layoff, or pay in lieu of notice, to affected employees. The Board agrees to provide the Association with notice of layoff at least two (2) weeks prior to any layoff notice to an affected employee. The Board will meet with the Association to review the reasons causing the layoff and the method of implementation, including the areas of cutback and the employees to be laid off.
- b) i) Employees shall be recalled in the order of their seniority on the appropriate seniority list, provided they are qualified and capable of performing the work for the available position as indicated above.
  - ii) No new employees will be hired without first recalling employees with seniority who are on lay-off, provided they are qualified and capable of performing the work for the available position as indicated above.

**ARTICLE 9 - PROMOTIONS AND STAFF CHANGES**

9:01 Job Postings

- a) When a vacancy occurs or a new position is created inside the bargaining unit, the Board will distribute a notice of the opening to members of the bargaining unit in the classification, prior to advertising the position. The members of the bargaining unit must apply within seven days of receiving notice.

- b) When filling any vacancy, the Board will consider the following factors: qualifications, knowledge, performance, training, experience, and skill to perform the work and where those factors are relatively equal, seniority of the applicants shall govern. If no acceptable and suitable application is received as a result of the posting, the Board reserves the right to hire externally.

9:02 The Association shall be notified as soon as possible of all appointments, hiring, lay-offs, transfers, recalls, terminations of employment and letters of discipline of all persons in the bargaining unit.

#### **ARTICLE 10 - HOURS OF WORK, SCHEDULES, OVERTIME AND PAY PERIODS**

10:01 a) The normal hours of work shall be thirty-five (35) hours per week, comprised of seven hours per day, Monday to Friday inclusive.

- b) An unpaid lunch break of ½ (one-half) hour and fifteen minute breaks during morning and afternoon work periods will normally be provided.

- c) As salaried professionals, the work day shall be flexible due to the nature of the work and the requirement for occasional evening meetings or crisis interventions beyond normal school hours, with flexibility of daily schedule being allowed as approved by the appropriate Superintendent, due to the nature of the work.

#### **ARTICLE 11 - PAID HOLIDAYS**

11:01 The work year will be the school year as defined in the Ontario Education Act and Regulations plus two (2) additional working days. Unless otherwise required by the Board due to exceptional circumstances or otherwise agreed between the Board and the student services staff member concerned, the two (2) additional working days shall be worked in the period immediately preceding the commencement of the school year. Employees shall receive an annual salary which includes vacations and paid holidays.

11:02 All employees are employed on an ongoing basis; there is no break in employee service as a result of time outside of the school year. For purposes of Employment Insurance, employees are not to be considered on layoff in times other than the work year as defined in 11.01.

**ARTICLE 12 - SICK LEAVE/INCOME PROTECTION PLAN**

- 12:01 a) Definition: Sick Leave with pay is defined as absence due to sickness or acute inflammatory condition of the teeth or gums as provided for in the Education Act including absence to attend medical and/or dental specialists appointments which are not elective in nature for the treatment of a diagnosed illness.
- b) For specialists appointments, the employee will submit a signed medical certificate stating the date and location of the appointment.
- c) To prevent abuse, the Board may require an employee to produce a certificate from a qualified medical practitioner for any illness certifying that the employee is unable to carry out his/her duties due to illness.
- d) Absences for reasons in addition to those in item (a) above (special leaves, voluntary leaves, etc.) may be deducted from sick leave but in no case will an employee suffer both the loss of pay and the loss of sick leave days.
- 12:02 a) A statement of total used sick leave days from the previous year will be given to each employee by October 31<sup>st</sup> as part of their Earned Leave Statement.
- b) Subject to the terms and conditions of the carrier of the Long Term Disability Plan, the employee is eligible to receive benefits after the expiration of the qualifying period outlined in the L.T.D. Plan as described in Article 15:03 (d).
- 12:03 The Board 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 Board shall so advise the employee.



## **ARTICLE 13 - LEAVES OF ABSENCE**

### 13:01 Bereavement Leave

An employee shall be entitled to five (5) consecutive working days leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral, interment or memorial of a member of the immediate family. The immediate family shall be defined as spouse, child, parent, brother or sister.

An employee shall be entitled to three (3) consecutive working days leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral, interment or memorial of a member of the extended family. The extended family shall be defined as mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent or grandchild.

An employee shall be entitled to one (1) day leave of absence with pay and no loss of sick leave to attend the funeral, interment or memorial of an aunt, uncle, niece or nephew.

Additional time may be granted upon request at the discretion of the Director of Education or designate.

### 13:02 Voluntary Leave of Absence

Employees with seniority may apply for a Leave of Absence without loss of seniority if a written application is submitted and approved in accordance with the Policy of the Board.

### 13:03 Parenting Leaves

- a) Pregnancy Leave will be granted in accordance with the provisions of the Employment Standards Act of Ontario.
- b) Parental Leaves will be granted in accordance with the provisions of the Employment Standards Act of Ontario.
- c) The Board shall provide a Supplementary Employment Insurance Benefits Plan (SEB) for employees on pregnancy leave as per Part A of this collective agreement.

- d) To receive the Supplementary Employment Insurance Benefits Plan (SEB), the employee must supply the Board with adequate information from Service Canada reflecting their waiting period and weekly payment.

13:04 Jury and Witness Duty

The Board shall grant a paid leave of absence where an employee is summoned for jury duty or as a court witness, provided the employee is neither the plaintiff nor defendant in the court action. In such instances, the employee shall receive full pay from the Board and will turn over to the Board all remuneration received for Jury Duty or Witness Service, excluding any expense allowance.

13:05 Inclement Weather

- a) In the event that the Board Office is officially closed due to inclement weather, no loss of salary shall occur for failure to report to work.
- b) Employees absent when roads from their home to their place of work are impassable may, in lieu of a salary deduction, be allowed to make up the time lost as approved by the appropriate Superintendent or Director of Education, or utilize lieu time already recorded as approved.

13:06 Personal Earned Leave Plan

It is the purpose of this plan to provide earned leave for reasons other than sick leave. The plan is intended to relate to the individual employee, give recognition for a record of good attendance, and allow for earned leave with pay.

- a) Annually, for the period September 1st to August 31st, the Board shall calculate the average rate of absenteeism per employee with seniority for the system.
- b) Each employee with seniority who has a rate of absenteeism less than the average calculated in (a) above times 100% shall be awarded a credit of one (1) day, pro-rated day for part-time employees, in an earned leave bank as of September 1st in the year following the year of calculation. (i.e. The calculation for the period September 1 to August 31, of each school year will be credited on September 1 of the following school year.)

- c) The earned leave bank will accumulate up to a maximum of five (5) earned leave days. Part-time employees will be entitled to a pro-rated number of earned leave days. To qualify for the plan, an employee must have been employed by the Board for one full year prior to September 1st of each year in accordance with this agreement.
- d) Personal earned leave days may be used by an employee for:
  - i) Any reason at the discretion of the employee for example, attending medical/legal appointments, attending post secondary graduations and caring for dependents, etc.
  - ii) Where an employee wishes to use a personal earned leave day immediately prior to or following a statutory holiday or holiday period, prior written request and approval must be given by the Superintendent of Human Resources. These requests shall be limited to one (1) person per classification within the bargaining unit unless otherwise mutually agreed.
- e) A statement of earned leave days will be issued to each employee by October 31st in each year.

13:07 The Association may request that not more than two members of the bargaining unit at any one time be given leave without pay to attend an Association convention or seminar. Such requests must be submitted in writing by the President of the Association at least one month in advance of the time off requested and are subject to approval by the Superintendent of Human Resources. Such approval shall not be unreasonably withheld.

13:08 Serious Illness Leave

In the event of serious illness in the immediate family, an employee may be allowed up to a maximum of three (3) days leave of absence, provided the illness of the member of the immediate family is certified by a doctor. The employee may, under extenuating circumstances, apply to the Board for pay during a Serious Illness Leave. The decision of the Board is final.

**ARTICLE 14 - RETIREMENT AND PENSION PLAN**

14:01 The Ontario Municipal Employees Retirement System (OMERS) will apply to all full time employees and eligible part timers who request enrolment excepting any person holding an Ontario Teaching Certificate who is a member of "The Teachers Pension Plan". The Board will match the employees contributions to OMERS as per the OMERS scale.

14:02 All eligible employees are required, as a condition of employment, to enrol in the OMERS plan.

**ARTICLE 15 - BENEFITS**

15:01 The following benefits will be paid in accordance with the current level of coverage provided by Sun Life Financial Policy #16230 in effect. Should the Board change carriers, the level of benefits shall be maintained.

15:02 Eligible Employees

- a) The Board agrees to contribute on behalf of each eligible full-time twelve month employee with seniority, the amount indicated in this article, of the billed premium under the plans provided, subject to the terms and conditions of the carrier of each plan.
- b) Part-time employees and employees regularly working less than 35 hours per week who are covered by this collective agreement will be eligible for employee benefits under the terms of this article. The Board agrees to contribute on behalf of each such eligible employee, an amount based on the following formula, with the employees share to be paid through payroll deductions:

$$\begin{array}{rcccl} \text{Carrier's} & & \text{Pro-Rated Time} & & \text{Proportion of the} \\ \text{Billed} & \times & \text{for the} & \times & \text{Board's Contribution} \\ \text{Premium} & & \text{Employee} & & \text{in Clause 15:03} \end{array}$$

- c) The contributions of the Board to the premium of each plan provided shall be subject to the carrier's requirements, and to minimum enrolment requirements.
- d) Subject to any applicable statutes and/or regulations eligible employees may, while on a leave of absence, arrange to continue to be enrolled in the Employee Benefit

Plans, provided that they agree to assume the cost of the premiums. Arrangements for continued participation and the method of payment may be made through the Superintendent of Human Resources. Participation and arrangements are subject to the terms and conditions of the carrier of each benefit plan.

15:03 Benefit Plans

The descriptions and details concerning benefits listed herein, and further described in the benefit booklets provided by the Board, are for illustrative purposes only. The official plan documents are those provided in the form of official plan documents by the carriers.

a) Life Insurance

- i) Group Life Insurance - 3 times the employee's salary to a maximum of \$135,000 including Accidental Death and Dismemberment.
- ii) Optional Life Insurance for an employee and/or spouse is available at the expense of the employee, up to \$300,000 for each.

b) Extended Health and Drug Plan including:

- Vision Care will be at three hundred and fifty dollars (\$350) per twenty-four (24) months
- Services of a psychologist or psychotherapist - \$1,000 per year maximum
- Out of Province coverage
- Registered Massage Therapist - \$250 per person per year

c) Dental Plan -current year O.D.A. rate

Basic dental coverage at \$1,500 per person per school year.

Major Restorative and Dentures at 50% co-payment with a maximum of \$2,000 per person annually.

Orthodontics at 50% co-payment with a maximum of \$2,000 per person lifetime.

d) Long Term Disability

The LTD plan will pay qualifying employee's a basic benefit based on sixty (60) percent of their salary.

- e) The Board shall pay 100% of the premium in effect on signing of this agreement for the following benefits: Group Life Insurance including Accidental Death and Dismemberment, Extended Health and Drug Plan, and Dental Plan. If an increase or decrease in rates occurs, the Board will continue to pay 100% of the premiums and the increase/decrease will be calculated into the cost of the next agreement.

The employee shall pay 100% of the premiums for the Long-Term Disability Group Plan Basic Benefit.

f) Wage Loss Replacement Plan

- i) The employees acknowledge the Board's Wage Loss Replacement Plan and its registration with Human Resources Development Canada, which results in a reduction in employment insurance premiums.
- ii) The employees agree that the net savings arising from the reduction in premiums will be used to share equally in the funding of an Employee Assistance Programme and the unused balance of funds will be distributed, as approved by a joint committee to charities, education and other worthy causes.
- iii) The parties agree to update this clause to reflect current practices consistent with updating of agreements with other employee groups.

g) Payroll Savings Plan

The Board will make available payroll savings plans on the provision that sufficient employees enrol in such plans to make them viable.

15:04 Mandatory Participation Clause

- a) All eligible employees are required to enrol in the Long Term Disability Plan as outlined in this article.
- b) All eligible employees are required as a condition of employment to enrol in the Benefit Plans outlined in clause 15:03 above unless they provide evidence of coverage carried by a spouse.
- c) The Board will provide an annual Statement of Confirmation of Group Insurance Benefits to confirm the various benefit coverages for each employee. Where the employee fails to notify the Human Resources Department of any discrepancies in coverage within 15 calendar days of the receipt of a statement, it shall be considered correct.

15:05 Administration of L.T.D.

- a) Individuals who have been granted an L.T.D. benefit under the terms and conditions of the carrier of the L.T.D. Plan, and who have not resigned from the employ of the Board, shall prepare and submit an application for a Leave of Absence upon receipt of notice from the carrier, that an L.T.D. benefit has been approved.
- b) Where it has been determined:
  - i) After 5 years on L.T.D., that an individual is totally disabled and cannot return to their normal employment with the Board;

OR

- ii) That the individual has taken up other employment and/or is eligible for other employment;

Then, the individual will be considered to have ceased their employment with the Board and the Board will terminate their employment for health and medical reasons.

15:06 Workplace Safety and Insurance Board

An employee who is injured in the course of his/her duty and is unable to perform his/her regular duties and is receiving an indemnity from the Workplace Safety and Insurance Board shall be entitled to receive:

- a) Commencing with the date of a compensable accident up until 20 days or equivalent have been used:
  - i) Such benefits as awarded by the Workplace Safety and Insurance Board (WSIB).
  - ii) A supplementary amount to increase his/her earnings after taxes, to an amount equal to net earnings received prior to the injury for a maximum of 20 days.
  - iii) Employee benefits entitlement prior to injury.
- b) When the 20 days have been used, the individual shall receive such benefits as awarded by the Workplace Safety and Insurance Board.

15:07 Benefits Review Committee

The Board recognizes the right of the Association to have one (1) representative on the Board's Benefits Review Committee.

**ARTICLE 16 - PAYMENT OF WAGES AND SALARIES**

- 16:01 a) The Board will pay salaries and wages in accordance with Schedule "A" on a bi-weekly basis during the calendar year. A calendar of pay dates shall be provided to each employee.
- b) The classifications as listed on Schedule "A" will not be altered, deleted or amended except by mutual agreement.
- 16:02 a) On each pay date, each employee shall be provided with a pay statement including an itemized statement of wages, overtime, and other supplementary pay and deductions, in a confidential manner.



- b) The method of payment will be by deposit to each employee's bank account. When a holiday falls on a pay date, payment will be made on the nearest previous working day.
- 16:03 a) Upon hire, new employees shall receive credit of one (1) increment level on the appropriate salary scale for each year of verified and relevant experience with an acceptable professional agency or organization subsequent to graduation.
- b) All employees shall move up on the salary scale at the rate of one (1) increment per year of full-time service with the Board, on the anniversary date of their employment, provided that they did not have any breaks in service.
- 16:04 Employees required to use their own vehicle on behalf of the Board's business as authorized by the appropriate superintendent will be paid a travel rate in accordance with Board Policy. If the employer questions travel claims submitted by an employee, the employee may request that a meeting be set up between the Employer and the employee and a Representative of the Association to discuss such concerns.
- 16:05 Where members of the Association are required by their governing body to pay professional fees in order to practice in the province of Ontario, the Board will contribute 50% annually to the cost of such membership provided that the employee provide proof of payment of such fees.
- 16:06 Responsibility Allowance

The Mental Health Lead shall receive an allowance of \$1500 per year.  
Effective September 1, 2016 - \$1515  
Effective February 1, 2017 - \$1523

## **ARTICLE 17 - PROFESSIONAL DEVELOPMENT AND TRAINING**

The Parties agree that the Board shall ensure that a mechanism is in place to provide the Bargaining Unit with opportunities to provide input on professional development and training through the Association/Board Liaison Committee.

## **ARTICLE 18 - GENERAL APPLICATION**

- 18:01 The Association and the Board desire every employee to be familiar with the provisions of this agreement and his/her rights and duties under it. For this reason the Board will provide sufficient copies of the agreement within thirty days of signing for distribution by the Board to the members of the APSSP covered by the agreement.
- 18:02 Whenever the singular, masculine, or feminine is used in this agreement, it will be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.
- 18:03 Employees will, unless prevented from so doing by law or extenuating circumstances, support the separate school system by directing their property taxes to the support of that system.
- 18:04 Employees are required to demonstrate a standard of dress and conduct which is appropriate to set an adult example for students.
- 18:05 Employees may, in accordance with the Municipal Freedom of Information and Protection of Privacy Act, examine the contents of personnel files related to themselves. Reasonable requests by an employee for copies of information contained in their personnel file will be met as provided in the Act.
- 18:06 The Board acknowledges that employees in this bargaining unit are obligated to comply with the Professional Code of Ethics applicable to each employee's respective profession.

**ARTICLE 19 - TERM OF THE AGREEMENT**

19:01 This agreement shall be for a term commencing September 1, **2014**, with an expiry date of August 31, **2017**, and shall continue from year to year thereafter unless either party gives notice in writing within ninety days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

**ARTICLE 20**

20:01

**SCHEDULE "A"**

**SALARIES AND CLASSIFICATIONS**  
**FOR ALL CLASSIFICATIONS COVERED BY**  
**THE COLLECTIVE AGREEMENT**

**GRID EFFECTIVE: 2014-09-01**

<b><u>EXPERIENCE</u></b> <b><u>GRANTED</u></b>	<b><u>BACHELOR'S</u></b> <b><u>DEGREE</u></b>	<b><u>MASTER'S</u></b> <b><u>DEGREE</u></b>
0	46,005	49,941
1	48,728	52,869
2	51,451	55,798
3	54,173	58,726
4	56,896	61,655
5	59,618	64,583
6	62,342	67,513
7	65,063	70,442
8		73,370
9		76,299
10		79,227
EXPERIENCE ALLOWANCE	\$2,723	\$2,928

**SCHEDULE "A"**

**SALARIES AND CLASSIFICATIONS  
FOR ALL CLASSIFICATIONS COVERED BY  
THE COLLECTIVE AGREEMENT**

**GRID EFFECTIVE: 2016-09-01**

<b><u>EXPERIENCE GRANTED</u></b>	<b><u>BACHELOR'S DEGREE</u></b>	<b><u>MASTER'S DEGREE</u></b>
0	46,465	50,440
1	49,215	53,398
2	51,966	56,356
3	54,715	59,313
4	57,465	62,272
5	60,214	65,229
6	62,965	68,188
7	65,714	71,146
8		74,104
9		77,062
10		80,019
EXPERIENCE ALLOWANCE	\$2,750	\$2,958

**SCHEDULE "A"**

**SALARIES AND CLASSIFICATIONS**  
**FOR ALL CLASSIFICATIONS COVERED BY**  
**THE COLLECTIVE AGREEMENT**

**GRID EFFECTIVE: 2017-02-01**

<b><u>EXPERIENCE</u></b> <b><u>GRANTED</u></b>	<b><u>BACHELOR'S</u></b> <b><u>DEGREE</u></b>	<b><u>MASTER'S</u></b> <b><u>DEGREE</u></b>
0	46,697	50,692
1	49,461	53,665
2	52,226	56,638
3	54,989	59,610
4	57,752	62,583
5	60,515	65,555
6	63,280	68,529
7	66,043	71,502
8		74,475
9		77,447
10		80,419
EXPERIENCE ALLOWANCE	\$2,764	\$2,973

### **LETTER OF UNDERSTANDING - STUDENT ACHIEVEMENT**

The Bruce-Grey Catholic District School Board and APPSP are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly-funded education.

This Letter of Understanding shall not be considered as part of the collective agreement between the parties and shall not be raised or referred to in any grievances and/or arbitration proceedings between the parties.

### **LETTER OF INTENT - CONTRACTING OUT**

Pursuant to Ontario government initiatives, should the School Board determine that work performed by bargaining unit members would be contracted out or assigned to other Board employees, then the School Board will meet with the members of the bargaining unit and their representatives to discuss ways in which the bargaining units members would be able to contract their services to the School Board. The School Board agrees that bargaining unit members would be given first consideration to contract their services to the School Board.

### **LETTER OF INTENT - PAY EQUITY**

The Employer agrees to provide the Chapter with a copy of the pay equity plan for APSSP members and to report any and all salary changes of the male comparator positions for the APSSP positions, at the time the salary is adjusted.

### **LETTER OF INTENT - COMPENSATORY TIME OFF**

Where in extenuating circumstances, an employee is required to perform their duties outside of the normal working day, the employee may request from the Superintendent of Education, compensatory time off.

**LETTER OF UNDERSTANDING -PARTNERSHIPS WITH EXTERNAL AGENCIES**

The Board will consult with the Association prior to engaging in any partnership agreements under Administrative Procedure 9 - 2C. In addition, the parties will meet annually to review the above protocol.

**LETTER OF UNDERSTANDING - PROVINCIAL COMMITTEES**

In the event that any employee in the bargaining unit participates in any Provincial committee, task group or working group, all time spent shall be treated as paid time based on a regular working day.



IN WITNESS THEREOF the Board has signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, **2016**.

The Bruce-Grey Catholic District School Board

Per:

\_\_\_\_\_  
Chairperson of the Board

\_\_\_\_\_  
Secretary of the Board

IN WITNESS THEREOF the Association has signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, **2016**.

Association of Professional Student Services Personnel

Per:

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Association Representative