

LOCAL COLLECTIVE AGREEMENT

between

SIMCOE COUNTY DISTRICT SCHOOL BOARD

(hereinafter called "the Employer")

and

**THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES
PERSONNEL (APSSP)**

(hereinafter called "the Association")

Effective September 1, 2019 to August 31, 2022

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Part A

Central Terms

EWAO-ATEO – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

The EWAO-ATEO is composed of:

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

7. Unite Here, Local 272.

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

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

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

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

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

C3.3 Term of Letters of Agreement

- a) Subject to Section 36 of the *School Boards Collective Bargaining Act, 2014* all central letters of agreement appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C3.4 Amendment of Terms

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

C3.5 Notice to Bargain

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

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

- c. The “Local Parties” shall be defined as the parties to the collective agreement.
- d. “Days” shall mean any day other than Saturday, Sunday, or statutory holiday.

C4.2 Central Dispute Resolution Committee

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

- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.
- h) All settlements and arbitration decisions shall be translated into English or French, as applicable.

C4.3 French Language

- a. Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly.
- b. Where such a dispute is filed:
 - i. The decision of the committee shall be available in both French and English.
 - ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.

C4.4 The grievance shall include:

- i. Any central provision of the collective agreement alleged to have been violated.
- ii. The provision of any statute, regulation, policy, guideline, or directive at issue.
- iii. A detailed statement of any relevant facts.
- iv. The remedy requested.

C4.5 Referral to the Committee

- a. Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b. A central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- c. The Committee shall complete its review within ten (10) days of the grievance being filed.
- d. If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may within a further 10 days, refer the grievance to arbitration.
- e. If the grievance is referred to arbitration, the other responding central party shall file a detailed statement of any relevant facts and its position on any issues remaining in dispute with the other central party and the Crown within 10 days. Within a further 10 days, the Crown shall advise the parties of its intent to intervene in the arbitration process and shall include a detailed statement of any relevant facts and its position on any issues remaining in dispute and file that statement with the central parties.
- f. All timelines may be extended by mutual consent of the parties.

C4.6 Voluntary Mediation

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

C4.7 Selection of Arbitrator

- a. Arbitration shall be by a single arbitrator.
- b. The central parties shall select a mutually agreed upon arbitrator.
- c. The central parties may refer multiple grievances to a single arbitrator.

- d. Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e. The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C5.00 BENEFITS

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

- a) A reconciliation process based on the financial results for the year ending on August 31, 2022 equal to the lesser of the total cost of the EWAO-ATEO plan per FTE and the funding rate per FTE as of September 1, 2021. This reconciliation will adjust the amount per FTE as of September 1, 2022.
 - i. The financial results for reconciliation shall be based on the audited financial statements for the year ending on August 31, 2022. The Parties agree to

compel the ELHT to provide the audited financial statements at the ELHT's expense no later than November 30, 2022.

- ii. The total cost represents the actual costs related to the delivery of benefits for EWAO-ATEO represented employees. Total cost is defined as the total cost on August 31, 2022 audited financial statements, excluding any and all costs related to retirees and optional employee benefit costs. The Parties agree that the audited financial statements should provide a breakdown of total cost which shall include the total cost of benefits and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes as reported on the insurance carrier's most recent yearly statement. The total cost excludes retiree costs and optional employee benefit costs.
- b) Conditional on the following criteria being met, the funding amounts outlined in c) and d) will be provided:
- i. EWAO-ATEO agreeing to the process of transferring the employee share of board-owned plan surpluses to the ELHT as per Memorandum of Understanding #1, and
 - ii. No enhancements shall be made to the EWAO-ATEO Benefit Plan over the term of the agreement that exceeds 1%, including any reductions to premium share or premium holidays.
- c) Funding amounts:
- i. September 1, 2019: 1%
 - ii. September 1, 2020: 1%
 - iii. September 1, 2021: 1%
- d) In addition to c), as per Memorandum of Understanding #2, the funding amounts below will also be made available:
- i. September 1, 2019: 3%
 - ii. September 1, 2020: 3%.
 - iii. September 1, 2021: 3%.
- e) For the purposes of clarity, the maximum per-FTE funding amounts payable by the Crown in accordance with paragraphs c) and d) above shall be as follows:
- i. September 1, 2019: \$5,916.79 per FTE;
 - ii. September 1, 2020: \$6,153.46 per FTE; and
 - iii. September 1, 2021: \$6,399.60 per FTE.

C5.3 Cost Sharing

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

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

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

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

“Long Term Supply Assignment” means, in relation to an employee,

- i. a long-term supply assignment within the meaning of the local collective agreement, or
- ii. where no such definition exists, a long-term supply assignment will be defined as twelve (12) days of continuous employment in one assignment.

“Casual Employees” means,

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

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

“**Fiscal Year**” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long Term Supply Assignments

Subject to paragraph d) below, Employees completing a full year long term supply assignment shall be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of wages at the start of the assignment.

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

A new allocation will not be provided to the permanent Employee until s/he has returned to work and completed eleven (11) consecutive working days at their regular working hours. The permanent Employee's new sick leave allocation will be eleven (11) sick leave days payable at 100% wages. The permanent Employee will also be allocated one hundred and twenty (120) short term

disability leave days based on the provisions outlined in c) above reduced by any paid sick days already taken in the current fiscal year.

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

Employees on Long Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

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

f) WSIB & LTD

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

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

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short Term Disability Leave

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

In either instance where an Employee does not provide medical confirmation as requested, or otherwise declines to participate and/or cooperate in the administration of the Sick Leave Plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion will

occur between the Union and the school board. Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. A school Board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury of the Board's choice at the Board's expense.

In cases where the Employee's failure to cooperate is the result of a medical condition, the Board shall consider those extenuating circumstances in arriving at a decision.

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

- a) Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.
- b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 EWAO-ATEO MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

Required attendance outside of regular working hours may include, but is not limited to school staff meetings, parent/teacher interviews, curriculum nights, Individual Education Plan and Identification Placement Review Committee meetings, and consultations with board professional staff.

C10.00 CENTRAL BARGAINING

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

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical or Critical Illness leaves granted to an employee under this Article, shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in

accordance with g) to j)), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

APPENDIX A

EWAO-ATEO / COUNCIL OF TRUSTEES' ASSOCIATIONS

NOTICE OF CENTRAL DISPUTE

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: STATUS QUO CENTRAL ITEMS

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

Items:

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: JOB SECURITY - PROTECTED COMPLEMENT

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

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

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

3. For the purpose of this Letter of Agreement, at any relevant time, the overall protected complement is equal to:
 - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
 - b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
5. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Central Administration
 - i. Professionals (including CYWs)
 - j. Maintenance/Trades
6. This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: PROFESSIONAL DEVELOPMENT

The parties acknowledge the important skills and expertise that education workers contribute to Ontario's publicly funded schools and their commitment to improving student achievement.

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: SCHEDULED UNPAID LEAVE PLAN

The following Scheduled Unpaid Leave Plan (SULP) replaces the current Voluntary Leave of Absence program (VLAP) and is available to all permanent employees for the 2019-2020, 2020-2021 and 2021-2022 school years. Employees approved for SULP days shall not be replaced.

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

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

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

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

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

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

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

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

This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: SICK LEAVE

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

1. Responsibility for payment for medical documents.
2. Sick leave deduction for absences of partial days.

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: CENTRAL LABOUR RELATIONS COMMITTEE

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

RE: MINISTRY INITIATIVES

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

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

RE: MINISTRY INITIATIVES COMMITTEE

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: PROVINCIAL WORKING GROUP – HEALTH & SAFETY

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: VIOLENCE PREVENTION TRAINING

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

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: PROFESSIONAL ACTIVITY (PA) DAY

The parties confirm that there will continue to be seven (7) PA days per school year during the term of this collective agreement. There will be no loss of pay for EWAO-ATEO members (excluding casual employees) as a result of the implementation of the seventh PA day. For further clarity, the seventh (7th) PA day will be deemed a normal work day. EWAO-ATEO members will be required to attend and perform duties as assigned.

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

RE: SPECIALIZED JOB CLASSES

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: JOB SECURITY - MERGERS, AMALGAMATIONS OR INTEGRATION

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

Historical Appendix of Central Terms – For Reference Only

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: STATUS QUO CENTRAL ITEMS REQUIRING AMENDMENT AND INCORPORATION

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

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

- b) Full-time and part-time permanent employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- e) Employees in term assignments shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

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

Short Term Paid Leave Plans

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

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

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

WSIB TOP-UP

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

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

RETIREMENT GRATUITIES

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

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

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

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

SICK LEAVE TO BRIDGE LONG TERM DISABILITY WAITING PERIOD

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

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

Historical Appendix of Central Terms – For Reference Only

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

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

AND

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

AND

The Crown

RE: BENEFITS

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

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

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

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

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

1.0.0 GOVERNANCE

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

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

2.0.0 ELIGIBILITY and COVERAGE

- 2.1.0 The following EWAO-ATEO represented employees are eligible to receive benefits through the Trust:
- 2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.
 - 2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the "Board(s)" benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 2.1.4 No individuals who retire after the Board Participation Date are eligible.
- 2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 2.3.0 Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System

(HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

3.0.0 FUNDING

3.1.0 Start-Up Costs

- 3.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on or before September 1, 2016.
 - b. A one-time contribution of 2.6% of annual benefit costs (estimated to be approximately \$325,000), to cover start-up costs and/or reserves.
- 3.1.2 The one-time contributions in 3.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 3.1.3 The Crown shall pay \$160,000 of the startup costs referred to in s. 3.1.1 (b) on the date of ratification of the central agreement and shall pay a further \$160,000 subject to the maximum amount referred to in s. 3.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 3.1.1 (b), shall be paid by the Crown on the day the Trust becomes effective. The funds shall be transferred as instructed by EWAO-ATEO subject to the province’s transfer payment and accountability requirements.

3.2.0 On-Going Funding

- 3.2.1 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Board’s surplus will be retained by the Board.
- 3.2.2 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 3.2.3 All Board reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 3.2.4 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board’s annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit

cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.

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

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

- 3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 3.2.8 The Trust shall retain rights to the data and the copy of the software systems.
- 3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.
Total Cost excludes retiree costs.
The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.

- ii) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c. All amounts determined in this Article 3 shall be subject to a due diligence review by EWAO-ATEO. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by EWAO-ATEO. If any amount cannot be agreed between EWAO-ATEO and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
 - i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either EWAO-ATEO or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either EWAO-ATEO or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.
 - ii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.10, EWAO-ATEO or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust the amount determined in s. 3.2.9 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
- f. An amount of \$300 per FTE, in addition to 3.2.9 (d) and 3.2.9 (e) will be added to the base funding in 2016-17.
- g. With respect to 3.2.9 (d) and 3.2.9 (e) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified

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

Part B

Local Terms

PART B – LOCAL TERMS

PREAMBLE

The Simcoe County District School Board and the Association of Professional Student Services Personnel-Simcoe County Chapter (herein after referred to as the Association) are committed to a positive relationship between employer and the Association and to the improvement of student achievement, equity, well-being, public confidence and the provision of the highest quality of educational service.

ARTICLE 1: RECOGNITION

- 1.01 The board recognizes the Association as the exclusive bargaining agent for all employees of the Simcoe County District School Board employed as Attendance Counsellor, Speech and Language Pathologist, Behaviour Services Coach, Social Worker, Psychologist, Psychological Associate, Psychometrist, and Applied Behaviour Analysis Coordinator (ABA Coordinator), save and except supervisors, persons above the rank of supervisor, and persons covered by another collective agreement.

ARTICLE 2: COMMUNICATIONS

- 2.01 Communications between the parties arising out of this Agreement or incidental thereto shall be between the Senior Manager of Human Resource Services or designate and the President of the Association or designate.

ARTICLE 3: ASSOCIATION REPRESENTATION

- 3.01 The Employer shall recognize the Officers of the Association as selected from time to time, authorized to conduct its affairs and to represent its members outside of working hours, unless preapproved by management.
- 3.02 For the purpose of Collective Bargaining between the parties for scheduled negotiation meetings, the Employer shall recognize an Association Committee of up to three (3) members if the parties are meeting during regular working hours, and up to five (5) members if the parties are meeting outside of regular working hours. Any members outside of the designated three (3) Bargaining Committee members will be at the cost of the Association, and will be invoiced at the cost of those member's daily rate. The Association Committee may be assisted by an Association representative or other counsel.
- (a) Notwithstanding Article 3.02, the Bargaining Committee shall be granted an equal amount of preparation time to bargaining hours for a leave of absence with pay and without loss of seniority.

These hours shall commence no earlier than January 1st of the year in which the current collective agreement expires. These hours shall be taken during the bargaining process for the purpose of preparing proposals for negotiations. These days cannot be used for any other purpose.

Any hours beyond the equal amount of bargaining time will be at the full cost of the Association and the Association will be invoiced at the cost of those members daily rate.

- 3.03 The Association may also appoint a Grievance Committee and a Joint Consultation Committee consisting of up to three (3) members of the bargaining unit.
- 3.04 The Association shall inform the Employer in writing of the names and the positions of each of the Officers of the Association, the members of the Negotiating team, the Association Grievance Committee, and the Association/Management Committee as selected from time to time. The Employer will not be required to recognize any such members until it has been so notified.
- 3.05 There shall be four (4) meetings each school year between representatives of the school board and the Association/Management Committee to discuss issues arising out of this agreement. The parties shall endeavor to schedule one meeting during each of the months of October, January, March and May respectively, unless such meeting is unnecessary due to lack of exchanged agenda items. Each party will forward a list of items they wish to discuss at least one week prior to the meeting to be included on an agenda for the meeting. It is understood that additional items may arise which need to be added to the agenda.
- 3.06 Representatives of the Association shall be permitted to transact the business of the Association with members on board property provided that such business does not interfere with, or interrupt, normal operations.
- 3.07 It is understood that Association Officers and members of the Negotiating Committee, Grievance Committee, and Association/Management Committee shall not absent themselves from their duties unreasonably and that, in accordance with this understanding, the Employer shall compensate the Officers and the members of these committees at their regular rate of pay while attending meetings with management including but not limited to; disciplinary and/or return to work meetings, negotiations, Association/Management meetings, grievance meetings, mediation, conciliation, and arbitration. However, compensation will not be paid for such time spent outside regular working hours.

ARTICLE 4: DURATION AND RENEWAL

- 4.01 This Agreement comes into force from the date of ratification by both parties and shall remain in full force and effect until the 31st day of August 2022.
- 4.02 During negotiations on any proposal, renewal or revision of this Agreement, the Agreement, including all side agreements such as Letters of Understanding, at the commencement of such negotiations shall remain in force and effect until satisfactory settlement of such negotiations has been reached, unless date specific, or until the conciliation procedure provided under the Ontario Labour Relations Act has been exhausted, whichever comes first.

- 4.03 The parties will meet within thirty days upon communication from either party for the purpose of entering into negotiation, unless otherwise dictated by regulatory bodies, relevant polices and legislation, including provisions in the applicable Central Agreement.

ARTICLE 5: MANAGEMENT RIGHTS

- 5.01 The Association acknowledges it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, classify, transfer, promote, demote and lay off employees and also to suspend, discipline or discharge employees for just cause, provided that a claim by an employee that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 5.02 The Association further recognizes the right of the Employer to operate and manage its schools, operations, and its affairs in all aspects and in accordance with its commitments and its obligations and responsibilities. The Employer has the right to decide on the number of employees needed by the Employer at any time. The Employer also has the right to make and alter from time to time rules and regulations to be observed by the employees, but before altering any such rules the Employer will consult with the Association.
- 5.03 None of the rights set forth in this Article will be exercised in an unreasonable manner or in a manner that is inconsistent with the provisions of this Agreement.

ARTICLE 6: ASSOCIATION SECURITY

- 6.01 The Employer agrees to make deductions from each employee of an amount equivalent to regular monthly association dues. Deductions shall be made at each pay period. The Association will notify the board in writing of any change in the present amount of such dues.
- 6.02 All dues shall be remitted to the Treasurer of the Provincial Association no later than the 15th day of the month following the month in which such deductions were made together with a list of names, addresses, phone numbers, hours worked, wage rates and classifications of all employees from whose pay cheques dues are to be collected. Both parties will make every effort to move to an electronic process for both the receiving of information and processing of payment where possible.
- 6.03 The Association shall indemnify and save the board harmless with respect to claims adjudicated against the board by an employee as a result of the deduction and remittance of dues by the board.
- 6.04 The board will immediately advise the Association of any newly hired employees in the bargaining unit and provide the Association with their current contact information. Contact information will include: name, address, phone number, classification (job title), and hire date. The information will be provided to the Association in an electronic format through either the staff web-site (if possible) or by email.

- 6.05 The Association President or designate shall be notified of all new hires, layoffs, recalls, resignations, retirements or any other termination of employment affecting the bargaining unit, within ten (10) working days of the hire or leaving date. This shall apply to both permanent and temporary employees. The notification shall contain the employee's name, employee group, job classification (job title), prior location (if applicable), new location, action, effective date, contract code (permanent or temporary), and the employee's FTE. The notification will be provided to the Association in an electronic format through either the staff web-site (if possible) or by email.
- 6.06 The board agrees to acquaint new and existing employees together with the Association to the fact that a Collective Agreement is in effect, and the implications thereof including their conditions of employment as set out in the Articles dealing with Association Security and dues check off. The board will provide new employees with a copy of this Collective Agreement.
- 6.07 The board will, subject to the board's usual requirements and policies, grant the Association permission to use its premises and facilities for the purpose of membership and executive meetings without payment thereof. If meetings are to be held in a school, the principal must be advised and in agreement.
- 6.08 In the event that the board is considering contracting out any work normally performed by the bargaining unit or affecting their work, the parties will meet to discuss the matter. For the purposes of this Collective Agreement, contracting out means the process of providing compensation to perform a job regularly performed by a member of this bargaining unit. This does not include partnerships with external agencies that provide services to the board without compensation. The board shall consider any suggestions made by the Association along with all other circumstances when making the decision.
- 6.09 Employees outside the bargaining unit will not regularly perform work done by employees in the bargaining unit to the extent that this would lead to the layoff of members of the bargaining unit or a general reduction in the hours of work.

ARTICLE 7: COLLABORATIVE WORKING ENVIRONMENT

- 7.01 The board and the Association agree that it is the inherent right of all individuals to be treated with dignity and respect. The board and the Association are committed to the creation of a working environment that fosters respect for the dignity and well-being of all employees and recognize that every employee has a fundamental right to a workplace that is free from harassment, discrimination and/or threats to personal safety.
- 7.02 Harassment does not include the normal exercise of supervisory responsibilities including training, direction, instruction, counselling, and discipline.

ARTICLE 8: DISCIPLINE AND DISCHARGE

- 8.01 No employee shall be disciplined or discharged without just cause.

- 8.02 When an employee covered by this Agreement is called to a meeting concerning any matter which might reasonably be anticipated to result in the discipline or discharge of the employee, they shall be notified in advance and advised of their right to be accompanied by a member of the Association Executive if they so desire. The board recognizes an employees' right for Association attendance in respect of other meetings including meetings related to performance, attendance, health and accommodation, safety, allegations of harassment, or workplace violence. The Association representative shall be released for this purpose without loss of pay and available within a reasonable period of time.
- 8.03 Letters of discipline for any offences will be removed from the employee's personnel file after a period of three (3) years from the date of the letter, if no other letter of discipline is issued within that three (3) year period. This excludes any disciplinary letters pertaining to the safety and security of children.
- 8.04 All documentation with respect to discipline will be removed from an employee's electronic file after three (3) years from the date the discipline was taken provided that:
- (a) there has been no further disciplinary action taken against the employee with a suspension of three (3) or more days. Notwithstanding the above, documents related to investigations or disciplinary action (resulting in suspension) in cases of harassment or abuse or in matters for which there is a statutory requirement for retention shall not be removed. Performance appraisals and supporting documentation are not disciplinary and are not subject to removal.
 - (b) The Association requests the removal of the documentation upon the expiry of the three (3) year period. Notwithstanding Article 8.03, in cases where the file has not been removed, the letters of discipline will not be relied upon.
- The Employer will advise the employee when the documentation has been removed.
- 8.05 The board acknowledges that APSSP members are obligated to function in accordance with their professional Code of Ethics of their respective College.

ARTICLE 9: SENIORITY

- 9.01 (a) Seniority as referred to in this Agreement shall mean length of continuous service within an APSSP role at the board including service in such a role with its predecessor boards.
- (b) Seniority is subject to Article 10 (Probation) and Article 9.11. Seniority shall be bargaining unit wide.
- 9.02 School breaks and approved leaves of absence up to one (1) year shall not constitute a break in service.

Notwithstanding the above, an employee on a leave longer than one year (such as for an absence due to illness or accident e.g. LTD or WSIB, or statutory leave) shall continue to accumulate seniority for a period of up to two (2) years. Thereafter, such an employee will retain their seniority and upon their return to work shall continue to accumulate seniority from the return date forward until they lose same pursuant to Article 9.11.

- 9.03 An employee who transfers to a position outside of the bargaining unit and then returns to the APSSP bargaining unit shall receive full credit for seniority prior to the leave or transfer provided the period outside of the bargaining unit does not exceed eighteen (18) months.
- 9.04 An employee who takes a position outside of the bargaining unit as a result of a layoff as per Article 9 and then returns to the APSSP bargaining unit shall receive full credit for seniority prior to the transfer provided their recall rights have not expired.
- 9.05 The seniority list, shall be posted once per year in January on the staff website. Such list shall show each employee name, current classification, FTE, seniority date and current location. Employees will be notified when the seniority list has been posted on the staff website. The board will provide the President with an electronic excel list.
- 9.06 All cases of layoff will be based on seniority within the job classification. Where seniority is equal, determination shall be by lottery conducted jointly by the parties.
- 9.07 Should a reduction in staffing occur in one of the APSSP classifications, the following will apply:
- (a) The number of positions to be declared surplus will be determined by the funding available.
 - (b) Positions will be declared by FTE – Full-time equivalency.
 - (c) Should a reduction occur in a classification group, the least senior individual(s) in that group will be declared. The following language in the collective agreement will then be applied: article 9.07, 9.08, 9.09, 9.10 and 9.11.
 - (d) The work locations for the remaining member(s) in the classification will need to be determined. The language in the collective agreement that will be applied after surplus situations is article 27.04.
 - (e) It is recognized that there may be special circumstances whereby the board may need to intervene in the location/school assignments selections by staff based on operational needs. The board will consult with APSSP about any proposed location/school assignment selection changes.
- 9.08 No employee who has completed probation shall be laid off while there is a temporary employee in any position for which the laid off employee has the required qualifications and skills for the position. The employer reserves the right to administer a skill test for the position. The employer will review the skills test with the APSSP President or designate in advance of administering the test.
- 9.09 Employees with seniority who are laid off shall have recall rights for rehiring for eighteen (18) months from the date of lay-off.
- Employees may be recalled to any classification within APSSP, provided the employee has the required qualifications and skills for the position. The employer reserves the right to administer a skill test for the position. The employer will review the skills test with the APSSP President or designate in advance of administering the test.
- 9.10 In the event circumstances require the layoff of employees, the Employer shall endeavour to provide as much notice of the impending layoff as may be possible but not less than one (1) month to the President of the Association and the seniority of the employee(s) affected.

- 9.11 An employee shall lose all accumulated seniority whenever an employee:
- (a) resigns, retires or is discharged with just cause;
 - (b) has been laid off for more than eighteen (18) consecutive months; or
 - (c) the employee fails to return to work within ten (10) working days, or fails to notify within seven (7) days of the employee's intent to return to work after receiving notice of recall, by registered mail, or recall from layoff unless such return to work is prevented by certified personal illness;
 - (d) accepts a severance package from the Employer.

ARTICLE 10: PROBATION

10.01 An employee will be considered on probation for the first six (6) months equivalent to one-hundred and thirty (130) working days of employment and will have no seniority rights and/or entitlement to benefits during this period. The employee's seniority shall be backdated to the earliest date of continuous service provided there has not been a break of ten (10) or more days.

Holidays, school breaks, and approved leaves of absence shall not constitute a break in service.

Summer break will not count towards the completion of the probationary period as this is non-working time.

10.02 The probationary period may be extended for up to six (6) additional months, for a total of twelve (12) months, by giving notice in writing to the affected employee prior to the expiration of their probationary period, should the administration require additional time to determine whether the employee should be recommended for permanent status.

10.03 Probationary employees deemed unsuitable for permanent status may be lawfully terminated without just cause and will be so advised in writing.

Temporary Employees

10.04 Temporary employees are those employees who are hired for a designated term, with specified start and end dates. Temporary employees do not have seniority rights or benefit entitlement defined under Articles 9 and 17.

10.05 Temporary employees who have completed more than twenty-four (24) continuous months of employment shall become permanent employees and their seniority shall be calculated in accordance with the article 9.01. Approved leaves of absence and school breaks shall not constitute a break in service.

10.06 If an individual in a temporary assignment is subsequently hired into a permanent position, they must serve a regular probationary period in their new permanent position as outlined in articles 10.01, 10.02, and 10.03.

10.07 Temporary employees will receive four (4%) vacation pay on all regular earnings, excluding vacation pay, at the time of receiving such earnings.

ARTICLE 11: POSTINGS, PROMOTIONS and TRANSFERS

11.01 When a permanent vacancy occurs, or a temporary vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post a notice of the position on the board's website for a minimum of five (5) days, in order that all employees will know about the position and be able to make written application. The board will also provide a copy to the local Association President by email. The board may post concurrently for internal and external applications to positions.

The board and APSSP agree to trial alternative methods for the President to receive job posting notification(s) from the board for a period of six (6) months with the intent to change the process. The parties will review the change six (6) months after implementation.

11.02 Permanent employees who have successfully completed their probationary period are eligible to apply for postings.

11.03 Permanent employees may apply to temporary positions of one (1) school year in length or more.

(a) Where the original temporary position posted above is filled from within the bargaining unit, the first resulting vacancy shall also be posted. Permanent employees may apply to the first resulting vacancy provided it is a minimum of one (1) school year in length or more. Upon completion of the temporary assignment, the employee will be returned to their former position and wage level.

11.04 No applicant from outside the Bargaining unit or otherwise shall be interviewed for posted positions until seniority employees, meeting the basic qualifications, have been interviewed and no suitable applicant has been found.

11.05 Transfers and promotions to posted positions shall be based on the following factors:

(a) the skills, relevant education, competence, ability, knowledge and training of the individual to do the job;

(b) when the board determines that the qualifications in factor (a) are relatively equal as between two (2) or more employees, seniority shall govern.

(c) individuals with current suspensions on file will be ineligible for a period of three (3) years from the date of commencement of suspension.

(d) good standing within their professional college (if applicable).

ARTICLE 12: SALARY

August 31, 2019 - + .5%

Position

Minimum Step 2 Step 3 Step 4 Step 5

Level 2 a

Psychologist

10 month range

\$ 79,048	\$ 83,597	\$ 88,334	\$ 93,476	\$ 98,812
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Level 3

12 month range

\$ 85,597	\$ 90,518	\$ 95,658	\$ 101,220	\$ 106,998
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Level 3 a

Psychological Associate

10 month range

\$ 73,745	\$ 77,985	\$ 82,413	\$ 87,205	\$ 92,183
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Level 4

ABA Coordinator - BCBA
Speech and Language Pathologist

12 month range

\$ 77,145	\$ 81,578	\$ 86,206	\$ 91,221	\$ 96,434
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Level 4 a

ABA Coordinator - BCBA
Speech and Language Pathologist

10 month range

\$ 66,463	\$ 70,283	\$ 74,270	\$ 78,590	\$ 83,082
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Level 5

ABA Coordinator
Attendance Counsellor

12 month range

\$ 69,109	\$ 73,083	\$ 77,221	\$ 81,716	\$ 86,382
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Level 5 a

ABA Coordinator
Attendance Counsellor
Behaviour Services Coach
Psychometrist
Social Worker

10 month range

\$ 59,540	\$ 62,964	\$ 66,529	\$ 70,401	\$ 74,421
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Sept. 1, 2019 - + 1.0%

Position

Minimum Step 2 Step 3 Step 4 Step 5

Level 2 a

Psychologist

10 month range

\$	\$	\$	\$	\$
79,839	84,432	89,217	94,411	99,800

Level 3

12 month range

\$	\$	\$	\$	\$
86,453	91,423	96,615	102,232	108,068

Level 3 a

Psychological Associate

10 month range

\$	\$	\$	\$	\$
74,483	78,764	83,238	88,077	93,105

Level 4

ABA Coordinator - BCBA
Speech and Language Pathologist

12 month range

\$	\$	\$	\$	\$
77,916	82,394	87,068	92,133	97,398

Level 4 a

ABA Coordinator - BCBA
Speech and Language Pathologist

10 month range

\$	\$	\$	\$	\$
67,128	70,986	75,012	79,376	83,912

Level 5

ABA Coordinator
Attendance Counsellor

12 month range

\$	\$	\$	\$	\$
69,800	73,814	77,993	82,533	87,246

Level 5 a

ABA Coordinator
Attendance Counsellor
Behaviour Services Coach
Psychometrist
Social Worker

10 month range

\$	\$	\$	\$	\$
60,135	63,594	67,194	71,105	75,166

Sept. 1, 2020 - + 1.0%

Position

Minimum Step 2 Step 3 Step 4 Step 5

Level 2 a

Psychologist

10 month range

\$	\$	\$	\$	\$
80,637	85,277	90,110	95,355	100,797

Level 3

12 month range

\$	\$	\$	\$	\$
87,318	92,337	97,581	103,254	109,149

Level 3 a

Psychological Associate

10 month range

\$	\$	\$	\$	\$
75,228	79,552	84,070	88,957	94,036

Level 4

ABA Coordinator - BCBA
Speech and Language Pathologist

12 month range

\$	\$	\$	\$	\$
78,695	83,218	87,939	93,054	98,372

Level 4 a

ABA Coordinator - BCBA
Social Worker - MSW
Speech and Language Pathologist

10 month range

\$	\$	\$	\$	\$
67,799	71,696	75,763	80,170	84,751

Level 5

ABA Coordinator
Attendance Counsellor

12 month range

\$	\$	\$	\$	\$
70,498	74,552	78,773	83,358	88,118

Level 5 a

ABA Coordinator
Attendance Counsellor
Behaviour Services Coach
Psychometrist
Social Worker - BSW

10 month range

\$	\$	\$	\$	\$
60,737	64,229	67,866	71,816	75,917

Sept. 1, 2021 - + 1.0%

Position

Minimum Step 2 Step 3 Step 4 Step 5

Level 2 a

Psychologist

10 month range

\$	\$	\$	\$	\$
81,444	86,130	91,011	96,309	101,805

Level 3

12 month range

\$	\$	\$	\$	\$
88,191	93,260	98,557	104,287	110,240

Level 3 a

Psychological Associate

10 month range

\$	\$	\$	\$	\$
75,980	80,347	84,911	89,847	94,976

Level 4

ABA Coordinator - BCBA
Speech and Language Pathologist

12 month range

\$	\$	\$	\$	\$
79,482	84,050	88,818	93,985	99,356

Level 4 a

ABA Coordinator – BCBA
Social Worker - MSW
Speech and Language Pathologist

10 month range

\$	\$	\$	\$	\$
68,477	72,412	76,520	80,972	85,599

Level 5

ABA Coordinator
Attendance Counsellor

12 month range

\$	\$	\$	\$	\$
71,203	75,298	79,561	84,192	88,999

Level 5 a

ABA Coordinator
Attendance Counsellor
Behaviour Services Coach
Psychometrist
Social Worker - BSW

10 month range

\$	\$	\$	\$	\$
61,344	64,872	68,545	72,535	76,676

- 12.01 All bargaining unit employees belonging to a professional college or equivalent association shall have up to one of their annual mandatory provincial professional fees, or BACB fee, reimbursed by the school board each year.

For a temporary employee, the annual mandatory provincial professional membership will be pro-rated based on the length of the assignment. In cases where temporary assignments are extended, additional pro-ration of the mandatory provincial professional membership may be considered. Employees are responsible for submitting their expense claim within the school year.

- 12.02 No current employees shall receive a reduction in salary, allowances or in vacation pay percentage entitlement as a result of the implementation of this grid structure or the vacation pay structure set out in Article 13.12, unless mandated by the Ministry.
- 12.03 For the purpose of placement on the salary grid, relevant employment experience shall be recognized for purposes of grid placement. All work experience must have been gained after attaining the minimum certification required for employment in the assignment offered by this Employer.
- 12.04 Increments will be based on the anniversary date in the position.
- 12.05 In the event of an overpayment of any monies, the parties agree that the amount of the overpayment shall be repaid to the board through a mutually acceptable schedule of repayment as arranged and agreed to by the parties. In the event of an underpayment of any monies by the board, the parties agree that the amount of underpayment shall be paid to the employee as soon as possible.

Pay Schedules

- 12.06 Annual salary shall be paid in twenty-six (26) or twenty-seven (27) equal payments on alternate Fridays; without interruption of payments between school years.
- 12.07 Payment of salary shall be by direct bank deposit into the employee(s) bank account.

ARTICLE 13: VACATION

Twelve (12) Month Employees

- 13.01 Vacations with pay will be granted to permanent employees in accordance with the following:
- (a) Calculations of pay and continuous service will be based on a vacation fiscal year;
 - (b) The fiscal year will be from September 1 through August 31 of each year;
 - (c) Earned vacations will be taken during the fiscal year and may not be carried over to the following fiscal year with the exception of 13.06.
- 13.02 Employees will receive an annual vacation entitlement with pay as set out in 13.12 that is pro-rated based on the date of hire within the vacation fiscal year.

- 13.03 Employees' vacation entitlement will be credited to their vacation bank on September 1 of each year. Such vacation may be taken at any time during the vacation fiscal year. The full vacation entitlement is not earned until August 31 of the following year based on the employee's permanent date of hire.
- 13.04 Employees who have taken some or all of their vacation entitlement in any year and subsequently leave the board before the entitlement has been fully earned, will be deducted in their final pay that amount of vacation that was taken and not earned.
- 13.05 An employee's annual vacation entitlement will be pro-rated for any periods of unpaid leave exceeding thirty (30) consecutive calendar days except for maternity/parental leave.
- 13.06 With the approval of the manager/superintendent an employee may carry over up to a maximum of five (5) days of vacation to the next vacation year. Any vacation days remaining as of August 31 in excess of five (5) days will be forfeited.
- 13.07 The scheduling of vacation must be approved in advance by the immediate supervisor. Approval shall not be unreasonably withheld.

Ten (10) Month Employees

- 13.08 For ten (10) month employees, vacation pay entitlement will be a percentage of earnings from September 1 to August 31 of each year.
- 13.09 Upon initial hire to the board, ten (10) month employees will receive an annual vacation pay entitlement.
- 13.10 Vacation pay is earned throughout the vacation fiscal year, and will be paid out each June as a percentage of earnings based on the entitlement chart set out in 13.12.
- 13.11 Ten (10) month employees will be deemed to be on vacation for the two week period over Christmas when schools are closed, during the March Break, and during any Board Holidays scheduled within the school year. Vacation days taken over Christmas and March Break and Board Holidays will be deducted from the vacation earnings in June, and remaining unused vacation earnings will be paid out in a lump sum prior to the Summer Break.

For All Employees

13.12 Vacation entitlements shall be determined by service as of August 31 in any year. Permanent service with the Simcoe County District School Board will be credited towards progression on the vacation entitlement grid as follows:

Completed Years of Service	Twelve (12) Month Vacation Entitlement (Days)	Ten (10) Month Vacation Pay Entitlement (Percentage of Earnings)
1 to 10 years	20 days (4 weeks)	8.0%
11	21	8.1%
12	23	8.8%
13	25 (5 weeks)	9.6%
14	25	9.6%
15	25	9.6%
16	26	10.0%
17	26	10.0%
18	26	10.0%
19	27	10.4%
20	27	10.4%
21	28	10.4%
22	28	10.8%
23	29	11.2%
24	29	11.2%
25 or more	30 days (6 weeks)	12.0%

13.13 Temporary employees will receive four percent (4%) vacation pay on all regular earnings, excluding vacation pay, at the time of receiving such earnings.

ARTICLE 14: STATUTORY/PUBLIC HOLIDAYS

14.01 The following shall be paid statutory/public holidays:

New Year's Day

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

Three days to be designated by the board to be taken during the Christmas and New Year's period.

ARTICLE 15: WORK YEAR/HOURS OF WORK

15.01 For ten (10) month employees the work year shall be the school year as indicated by the school calendar plus five days before the first day of school and five days after the last day of school.

15.02 Full-time ten (10) month employees shall be credited with two-hundred and thirty-five (235) days of service each year based on the employee(s) actual work year with vacation.

15.03 A full-time employee will work Monday to Friday with a workday of seven (7) hours between the hours of 7:30 a.m. and 4:30 p.m. exclusive of a sixty (60) minute unpaid break. The work week for a full-time employee is thirty-five (35) hours. Hours of work will be based on the operational requirements as deemed by the board.

In exceptional, non-regular circumstances, employees may be permitted to take thirty (30) minutes of their lunch break at the beginning or at the end of their workday. Prior approval is required by management and will be based on operational needs.

15.04 As circumstances require, on an individual basis, adjustments to work schedules may be arranged with the Supervisor. This may include flexing the normal work day to accommodate early morning meetings or late afternoon/evening meetings.

Where prior approval is obtained by the Supervisor or their designate, for hours worked in excess of thirty-five (35) per week, employees will be able to either flex their normal work day or accumulate lieu time.

Earned lieu time for this purpose will be accrued from actual minutes worked.

The accrual of lieu time must be for meaningful work directly aligned with the employee's role and have prior approval from the supervisor, e.g. mandated meetings outside of regular hours, mandated school events, mandated presentations outside of regular hours, etc. The accumulation of lieu time is not meant to generate additional holidays.

Lieu time is to be taken with the prior approval from the supervisor or manager and based on operational needs.

Employees approved to take lieu time will be required to take the time in blocks of no less than a half (1/2) hour.

Cases of extraordinary circumstances

In cases of extraordinary circumstances, such as, threat of life of student or staff, sudden death of student or staff, or a natural disaster, where prior approval cannot be obtained, the employee will communicate with their immediate supervisor or designate by telephone or email when time reasonably permits. Lieu time will be recorded in increments of no less than thirty (30) minutes per applicable working day.

Summer Friday program

For twelve (12) Month employees, where the summer Friday program is running, Employees will be expected to make these hours up first prior to utilizing any accumulated lieu time.

- 15.05 An employee may take time off in-lieu by using their accumulated hours. The accumulated in-lieu time will be taken at times agreed to by both the employee and their Supervisor/or designate. Requests for time off in-lieu shall not be unreasonably denied and will be responded to in a timely manner.

ARTICLE 16: MILEAGE AND HABITUAL WORK LOCATION

- 16.01 Employees will be reimbursed as per the Simcoe County District School Board Administrative Procedures Memorandum (APM) – Expense Claims.

ARTICLE 17: BENEFITS

- 17.01 All benefits will be handled in accordance with the central agreement article C 5.0.
- 17.02 The board will maintain a Long-Term Disability (LTD) benefit plan for employees. The terms of the LTD benefit coverage are subject to the policies provided by the insurance carrier. Details of the LTD benefit plan are available electronically on the staff website.
- 17.03 LTD premiums are deducted from members pay on a bi-weekly basis.
- 17.04 An employee who has chosen to opt out of the LTD benefit plan may re-enter the plan on the following condition:
- (a) the application for re-entry is subject to the acceptance of the insurer.

- 17.05 An employee on an unpaid leave of absence may choose to continue their participation in the LTD benefit plan subject to the terms and conditions of the insurer.
- 17.06 When an employee resigns or retires from the board, LTD benefits are terminated.

Eligibility for Participation:

- 17.07 An enrolment card for group insurance will be provided upon successful completion of the probationary period.
- 17.08 An employee who has chosen to opt out of one or more of the benefit plans may re-enter the plan on the following conditions:
- (a) the application for re-entry is subject to the acceptance of the insurer;
 - (b) the application for re-entry must be supported by a statement of health from the employee and each of the employee's dependents satisfactory to the insurer. Such statements of health must meet the carrier's underwriting requirements.
- 17.09 An employee on an unpaid leave of absence may choose to continue their participation in the benefit plans and will be responsible for paying the employee and Employer share of the benefit premiums. During the first month of the leave of absence, the Payroll Department will send the employee a bill indicating the monthly cost of continuing the benefits, and a form to sign authorizing the board to deduct the premiums from their bank account. Employees who choose to opt out of one or more of the benefit plans while on an unpaid leave of absence will be subject to the re-entry conditions outlined above should they wish to resume their benefit coverage.
- 17.10 When an employee resigns or retires from the board, all benefits terminate on the employee's last day of employment. For employees who continue to work beyond age 70, their benefits will terminate on June 30th of the school year that the employee's 70 birthday falls, with the exception of LTD which would terminate at age 65, in accordance with the benefits' carrier contract.

ARTICLE 18: PENSION PLAN

- 18.01 It is a condition of employment that all permanent full-time employees participate in the Ontario Municipal Employees' Retirement System (OMERS) if they are not required to contribute to the Teachers' Pension Plan (TPP).
- 18.02 An employee qualifies as a member of TPP if they hold a Certificate of Qualification or current Letter of Permission from the Ontario College of Teachers and they work in any capacity for a school board in Ontario. That is, once an individual obtains a teacher certification from the Ontario College of Teachers, they are required to participate in TPP for as long as they remain employed in the education field in any capacity.
- 18.03 Contributions to the plan commence on the employee's date of hire into a full-time position.

- 18.04 Employees other than continuous full-time employees who, in each of two consecutive calendar years, have earned not less than thirty-five percent (35%) of the year's maximum pensionable earnings under the Canada Pension Plan; or have worked 1400 hours may also join the pension plan.

ARTICLE 19: LEAVES OF ABSENCE

Pregnancy and Parental Leave

- 19.01 Pregnancy/Maternity Leaves of Absence shall be granted in accordance with the provisions of the Employment Standards Act and as augmented by this section.
- 19.02 Maternity benefits shall be provided in accordance with Letter of Agreement #2 of the Central Agreement between EWAO-ATEO and CTA/Crown as per Letter of Understanding #1 between the parties.
- 19.03 Parental Leaves of Absence shall be granted in accordance with the provisions of the Employment Standards Act and as augmented by this section.
- 19.04 An employee who is granted a Parental Leave of Absence for the purpose of adoption may request and be granted an unpaid leave of absence of up to eight (8) weeks. This additional unpaid leave of eight (8) weeks is available to only one parent employed by the Simcoe County District School Board.

ARTICLE 20: SHORT TERM LEAVES OF ABSENCE (NO LOSS OF SALARY OR SICK LEAVE OR SUPPLEMENTAL ABSENCE DAYS)

- 20.01 An employee may be absent from work without loss of salary or sick leave or supplemental absence days for the following reasons:
- (a) mandatory quarantine;
Quarantine is defined as, a legal order for quarantine or isolation by a quarantine officer or a public health official due to either having a contagious disease or having been exposed to a contagious disease, in an attempt to prevent the spread of the disease;
 - (b) recognized religious holidays;
 - (c) serving on a jury or when subpoenaed as a witness in a case to which the employee is not a party.
- 20.02 In order for the employee to continue to receive full salary while serving on jury or witness duty, any payments received from the court for serving on a jury or being a witness, excluding payment for travel, meals or other expenses, must be remitted to the board.

Supplementary Absence Credits

- 20.03 Full-time employees shall be credited with five (5) paid Supplemental Absence Credits on September 1 of each year or as determined by regulation or legislation. Unused Supplemental Absence Credits do not accumulate from year to year.
- 20.04 The allocation and use of Supplemental Absence Credits for a part-time employee shall be pro-rated on the basis of time worked.
- 20.05 Immediate family in this section is defined as the employee's mother, father, brother, sister, wife, husband, common-law spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent, grandchild, step-parent, and step-child.
- 20.06 Subject to the Attendance Support Program, employees who are absent shall be paid to the extent that they have Supplemental Absence Credits available. All payments will cease when the Supplemental Absence Credits are exhausted. A summary of accumulated Supplemental Absence Credits is available on the Payroll Portal.
- 20.07 An employee may be required to provide documentation acceptable to the board prior to the payment of wages through the utilization of Supplemental Absence Credits.
- 20.08 With the approval of the immediate supervisor, up to five (5) Supplementary Absence days may be used to cover the following short-term absences of a special nature:
- (a) serious accident or illness in the immediate family, for sufficient time to alleviate the emergency condition;
 - (b) bereavement leave of up to three (3) days following the death of the employee's mother, father, brother, sister, wife, husband, common-law spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent, grandchild, step-parent, and step-child. Additional unpaid days may be approved by the direct supervisor in exceptional circumstances;
 - (c) bereavement leave of one (1) day when a death occurs to an uncle, aunt, brother-in-law, sister in-law, ward or guardian of an employee. The appropriate superintendent may approve up to two (2) additional days if requested for the purposes of travel;
 - (d) convocation of the employee or the employee's spouse, child or parent;
 - (e) inclement weather, in accordance with the board's Administrative Procedures Memorandum;
 - (f) paternity leave of one (1) day for the birth of the employee's child;
 - (g) With the approval of Human Resource Services, a Supplemental Absence Credit may be used to cover absences of an unusual personal reason.

ARTICLE 21: UNPAID LEAVES OF ABSENCE

- 21.01 An employee may request and be granted an unpaid leave of absence of up to one (1) year provided the employee agrees to return to their former or similar position at the end of the leave. A request by an employee for such a leave must be made to the appropriate superintendent at least three (3) months prior to the beginning of the leave.

Twelve (12) Month employees will not be considered for any unpaid leaves of absence until their vacation entitlement has been exhausted. Unpaid leaves of absence will not be granted for employment elsewhere.

21.02 Leaves of absence will not be granted for the sole purpose of altering an employee's scheduled work year.

Secondments

21.03 Where an employee is seconded within the school board or to another agency, the employee will be subject to the same terms and conditions of employment, including salary and benefits, as if the employee had remained in the service of the board. Any deviation from the terms and conditions of employment will be subject to agreement between the employee and the seconding agency, and the board will not be bound by any such terms. Secondments will normally be for a term of one (1) year, and any extensions will be considered on a case-by-case basis.

21.04 During a period of secondment, the seconding agency will reimburse the board for all payments made to or on behalf of the seconded employee, as well as any other costs to the board associated with the secondment.

Association Leave

21.05 Upon written request of the Association, employee(s) will be granted a leave of absence without pay and loss of seniority or benefits to conduct Association business. The Employer agrees to pay any employee(s) granted such leave of absence for any regular time lost from work and the Association agrees to reimburse the Employer for such payments made to the employee(s).

ARTICLE 22: SELF-FUNDED LEAVE PLAN

22.01 The Self-Funded Leave Plan allows full-time employees the opportunity of taking a one-year leave of absence after the employee defers one fifth of their pay each year for a period of four (4) years. These deferrals shall be deposited into a trust account designated by the board.

Employees who have completed a minimum of five (5) continuous years of service with the board as a permanent employee may apply for such a leave.

22.02 Such requests are subject to the approval of the Superintendent of Human Resource Services, or designate.

22.03 The number of employees granted leaves in any one year will be determined by the board.

22.04 An employee requesting a Self-Funded Leave shall apply in writing to the Superintendent of Human Resource Services or designate no later than three (3) months prior to the projected commencement of the deferral period.

22.05 All employees participating in the Self-Funded Leave Plan shall be required to sign an agreement supplied by the board which outlines the conditions of the leave, including any requirements of Canada Revenue Agency.

22.06 During the year of leave, the board will make bi-weekly payments of salary, less usual deductions.

22.07 Should the employee wish to remain covered under the employee benefit plans during the period of leave, they must assume the full cost of the premiums of the benefit plans during the leave of absence. In this event, the Employer will deduct their share of the premiums from the salary payments paid during the leave of absence. Sick leave for top up purposes and vacation credits will not accumulate during the year that the employee is on leave.

22.08 Should the employee leave the employ of the board for any reason (including illness or death) while participating in the plan, or advise the board in writing that they wish to withdraw from the Plan, any monies owed and interest accumulated shall be paid to the employee or the employee's estate.

The employee must notify the Superintendent of Human Resource Services or designate of their intention to return to work three (3) months prior to the expiration of the year of the leave. The employee shall return to their former position held prior to the commencement of the leave, provided the position still exists.

ARTICLE 23: PERFORMANCE APPRAISALS

23.01 Performance appraisals will be conducted in accordance with the Simcoe County District School Board Administrative Procedure (APM) – Performance Appraisal - AESP, CUPE, ETFO DECE, OPSEU, OSSTF Instructors.

ARTICLE 24: ENDING THE EMPLOYMENT RELATIONSHIP

24.01 The employment relationship may be ended in one of the three (3) following ways:

- (a) By resignation with a minimum of ten (10) working days of written notice. There will be no liability for salary or benefits beyond the date of resignation; Not withstanding the above, the Employer and employee may mutually agree upon a different time frame.
- (b) By the employee choosing to end their employment due to retirement to a pension plan.
- (c) Termination of the employment relationship with just cause.

ARTICLE 25: LIABILITY & INDEMNIFICATION

25.01 Subject to the limits imposed by law, if any, the board will defend, hold harmless and indemnify an APSSP employee from any and all demands, claims, suits, actions and legal proceedings brought against an APSSP employee in their individual capacity, or in their official capacity as an agent and employee of the board, provided the incident arose while the APSSP employee was acting within the scope of his or her employment and in accordance with board policy and other related legislation.

ARTICLE 26: PROFESSIONAL DEVELOPMENT

- 26.01 The Employer and the Association share a desire to improve professional standards by giving employees the opportunity to participate in relevant seminars, workshops, courses or similar programs to keep up-to-date with knowledge in their respective fields. Such programs are to be arranged in advance in consultation with and with the approval of the supervisor in accordance with board policies and procedures.
- 26.02 At the employees' request, the immediate supervisor may approve attendance at conferences, conventions, workshops or courses which are directly related to the employee's current position, and with the prior approval the board may reimburse employees for all reasonable expenses up to a maximum pre-approved amount for expenses incurred by the employee.
- 26.03 When attending approved conferences, an employee will suffer no loss in salary, benefits or seniority.
- 26.04 Professional development funds, if any, will be identified no later than thirty (30) working days following the board's final approval of the annual budget and all employees in the bargaining unit will be so advised.
- 26.05 Such funds as in 26.04 above will be distributed equitably within the bargaining unit. The use of such funds shall be directed by the employee and may include the cost of work related materials in accordance with board policies and procedures.
- 26.06 Professional development expenditures for the bargaining unit may be discussed at the meetings of the Joint Consultation Committee.
- 26.07 Where the Employer requires an employee to attend a conference, workshop or seminar, the Employer will reimburse the employee for all related expenses in accordance with board policies and procedures.

ARTICLE 27: WORKING CONDITIONS

- 27.01 The duties of an employee shall be carried out in accordance with the job description. Where revisions to job descriptions are being made, these revisions shall be discussed at the Joint Consultation Committee.
- 27.02 Whereas the Association understands and appreciates the rights and obligations of the board to allocate limited resources, the board shall nevertheless endeavour to provide adequate space, privacy and resources to enable employees to appropriately and ethically perform their professional duties.
- 27.03 The board will in-service principals and vice-principals as to the roles of the Association of Professional Student Services Personnel and working conditions for Association members.

Work Location

27.04 For each APSSP classification affected by location/school assignment changes, affected members shall meet to determine their school assignment(s) based on operational requirements. All affected members must sign off on the proposed location/school assignments, subject to the approval of the School Board. Where there is not agreement between the members and/or the board, the board will meet with the Association to discuss in an effort to bring a resolution to the issue.

It is recognized that there may be special circumstances whereby the board may need to intervene in the location/school assignments selections by staff based on operational needs. The board will consult with APSSP about any proposed location/school assignment selection changes.

Cell Phone

27.05 If the board determines that an employee is required to use a cell phone for work, they will be provided with a board issued cell phone, governed by board policies and procedures.

ARTICLE 28: CODE OF ETHICS

28.01 The Employer and the Association acknowledge the responsibility of the employees to comply with the Professional Code of Ethics of their respective professions. In the event that compliance with any rule would place an employee in violation of such employee's Professional Code of Ethics, it is the expectation that the employee will identify and discuss the issue with their supervisor.

ARTICLE 29: PERSONNEL FILES

29.01 In the interest of ensuring that employees are aware of the content of evaluation reports contained in their personnel files, the Employer commits to the following:

- (a) All evaluation reports shall be maintained in the employee's personnel file;
- (b) Prior to placement in the file, the employee shall have the opportunity to review the report;
- (c) The employee shall have the opportunity to include a statement as part of the evaluation report.

29.02 In accordance with the Municipal Freedom of Information and Protection of Privacy Act, an employee shall have access during normal business hours to their personnel file by making an appointment with Human Resource Services. An Employer representative shall be present when an employee reviews the file. An employee shall have the right to have copies of any material(s) contained in their personnel file.

29.03 Employees shall have reasonable access to their electronic personnel file/record for the purpose of reviewing and copying any evaluations or formal disciplinary notations contained therein. Such access shall be in the presence of the Employer and if requested, an Association Representative. It is understood that there shall be only one official employee record file that shall be kept in a secure electronic database with the Human Resource Services Department.

ARTICLE 30: STRIKES AND LOCKOUTS

30.01 The parties agree that there shall be no strikes or lockouts during the term of this Agreement. The terms "strike" and "lockouts" shall be interpreted in accordance with the definitions set out in the Ontario Labour Relations Act.

30.02 During any disruption of work including strike or lockout by other employee groups within this board, all members of the bargaining unit will perform only their regular professional duties.

ARTICLE 31: GRIEVANCE PROCEDURE

31.01 The parties to this Agreement are agreed that it is of the utmost importance to address complaints and grievances as quickly as possible. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

31.02 No grievance shall be considered where it is initiated more than ten (10) full working days after the grievor became aware or reasonably ought to have become aware of the occurrence of the circumstances giving rise to the grievance. A working day is defined as a day other than Saturday, Sunday, a paid holiday or a day falling during school breaks.

A notice of grievance submitted at Step 1 or Step 2 shall specify the grievance step, the Articles, clauses and subsections of which violations are alleged, contain a statement of facts relied upon, and indicate the relief sought and be signed by the employee.

31.03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

INFORMAL STAGE

Any dispute that may result in a grievance, excluding disciplinary situations, must first be brought to the attention of the employee's immediate supervisor outside the bargaining unit. The immediate supervisor must be advised in advance of the employee's intent to pursue the dispute through the Informal Stage of the grievance procedure within ten (10) days of the time the employee becomes aware of or ought to have become aware of the circumstances giving rise to the dispute. The supervisor shall respond in writing to the employee within ten (10) days of this discussion. If the employee is unable to resolve the dispute by informal discussion, the employee may file a formal grievance at Step 1.

STEP 1

If the Association is not satisfied with the answer at the Informal Stage, a grievance may be submitted to the employee's manager/supervisor within ten (10) days after receipt of the response at the Informal Stage. The manager/supervisor shall meet to discuss the grievance within a period of ten (10) days after receipt of the grievance. At this meeting, the employee shall have the assistance of the Association. The manager/supervisor shall give an answer in writing within a period of ten (10) days of the meeting.

STEP 2

If the Association is not satisfied with the answer at Step 1, the Association may submit the grievance in writing to the Associate Director, or designate, within ten (10) days after receipt of the response at Step 1. The Associate Director, or designate, and at the request of either party, shall meet within ten (10) working days to discuss in an effort to settle the grievance. The superintendent, the employee's manager/supervisor, and/or the Manager of Human Resource Services may also be present. The Association shall have their Grievance Committee present, and at the request of either party to this Agreement, a provincial representative of the Association may also be present. The Associate Director, or designate, shall give an answer in writing within ten (10) days of the meeting.

- 31.04 If the Association is not satisfied with the answer at Step 2, the grievance may or may not be referred by the Association to arbitration, within fifteen (15) days of receipt of the decision at Step 2, but not later.
- 31.05 Grievances concerning suspensions will be filed directly at Step 2 and grievances concerning discharge may be filed directly at arbitration.
- 31.06 Where there is a dispute involving the Association as such or all of the employees in the bargaining unit or all employees in respect of which an individual employee could not grieve, the Association may file a grievance in its own name at Step 2 of the grievance procedure.
- 31.07 Notwithstanding Step 2 of the grievance process, the Provincial Representative may attend any grievance meeting with the Employer at either parties' request of the parties to this Agreement.
- 31.08 Should a management representative fail to communicate their written response within the time limit prescribed, the grievor may carry the grievance to the next step within the stipulated time frames. Should the grievor and/or the Association fail to abide by the timelines specified the Parties will deem the matter to be resolved. Timelines may be extended upon agreement by both parties.
- 31.09 MANAGEMENT GRIEVANCES:

The Employer may file a grievance over the interpretation, application, administration or alleged violation of the agreement with the President of the Local Association, or designate. However, no such grievance shall be considered where the circumstances giving rise to it occurred or originated more than fifteen (15) full working days before the filing of the grievance. The parties shall then meet within ten (10) working days to discuss the matter in an effort to settle the grievance. The Association shall have their grievance committee present, and at the request of either party to this Agreement, a Provincial representative of the Association may also be present. The President of the Local

Association, or designate, shall give an answer in writing within ten (10) full working days of the meeting. If the Employer is not satisfied with the answer, the grievance may or may not be referred by the Employer to arbitration, no later than fifteen (15) full working days of receipt of the decision from the Association, but not later.

31.10 Any grievance that is received after 4:30 pm will be considered as filed for the next business day.

ARTICLE 32: ARBITRATION

32.01 (a) If a grievance is not settled under Article 31 above, the Association and/or Employer may submit the matter to arbitration within twenty (20) working days from the date of the Employer's written response at Step 2 by providing written notification of the referral to arbitration to the Senior Manager, Human Resource Services or their designate.

(b) The Board of Arbitration shall be composed of a single Arbitrator. The Arbitrator shall be jointly chosen by the Association and the Employer. If the parties are unable to agree to an Arbitrator, the parties shall request, in writing, that the appointment be made by the Minister of Labour.

(c) The decision of the Arbitrator shall be binding on both parties.

(d) The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.

(e) Each party shall bear equally the cost of the Arbitrator. In cases where agreement is reached prior to arbitration, outside thirty (30) days of the date of arbitration, failure by the initiating party to cancel the arbitrator, will be at the expense of the initiating party.

(f) Any of the time limits in this Article may be extended in writing by mutual agreement of the parties.

(g) One member from the Grievance Committee along with the Association President and the grievor shall be permitted to attend the hearing with no loss of pay or credits.

With prior discussions with management, the board will consider additional members of the grievance committee (to a maximum of three (3) from the committee) to attend the hearing.

32.02 The parties mutually agree that the Arbitrator has the authority to compel witnesses to attend and give evidence. Throughout all stages of the grievance procedure, the parties may have the assistance of other staff members who may be required to furnish information which may be helpful toward resolution of the dispute. Each party will bear the costs for any persons called by them, and all reasonable arrangements will be made for such persons to attend.

ARTICLE 33: HEALTH AND SAFETY

33.01 The Association may appoint one (1) representative and one (1) alternate to the Occupational Health and Safety Committee. Should the appointed representative not be able to attend the joint health and safety committee (JHSC) meeting(s), then an alternate may attend in their place.

ARTICLE 34: INCLEMENT WEATHER

34.01 All employees shall follow the appropriate Simcoe County District School Board APM - Inclement Weather, Closing (Temporary) of SCDSB Facilities, dealing with inclement weather.

ARTICLE 35: PARTNERSHIP AGREEMENTS

35.01 The board shall consult with the Association at least once per year with respect to partnerships with external agencies in the area of regulated health professionals and regulated social service professionals for the delivery of services and/or programs to students in accordance with board policies and procedures. The committee will be comprised of two members of APSSP as well as relevant board staff.

ARTICLE 36: SIGNATURES

In witness whereof, each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the day and year first written below:

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

**ASSOCIATION OF PROFESSIONAL
STUDENT SERVICES PERSONNEL**

LETTER OF UNDERSTANDING # 1

Between

Simcoe County District School Board

And the Union Members of

THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

Regarding: PROVINCIAL COMMITTEES

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

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

**ASSOCIATION OF PROFESSIONAL
STUDENT SERVICES PERSONNEL**

LETTER OF UNDERSTANDING # 2

Between

Simcoe County District School Board

And the Union Members of

THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

Regarding: Twelve (12) Month Employees

Twelve (12) month employees shall not be laid off and/or have their hours of work reduced unless or until they choose to do so of their own volition.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

**ASSOCIATION OF PROFESSIONAL
STUDENT SERVICES PERSONNEL**

LETTER OF UNDERSTANDING # 3

Between

Simcoe County District School Board

And the Union Members of

THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

Regarding: Grandfathering Twelve (12) Month Employees that Work Ten (10) Months

Employees who currently receive a twelve (12) month salary and work ten (10) months will continue with their current grand-parenting of their terms and conditions regarding their work year and paid time off.

The grand-parenting for the one (1) identified employee will remain in effect until such time as the employee transfers into another position, resigns, or retires.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

**ASSOCIATION OF PROFESSIONAL
STUDENT SERVICES PERSONNEL**