



LONDON DISTRICT
Catholic School
BOARD

COLLECTIVE AGREEMENT

between

THE LONDON DISTRICT CATHOLIC SCHOOL BOARD
(hereinafter called "the Employer")

and

**THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES
PERSONNEL**
(hereinafter called "the Association")

September 1, 2014 to August 31, 2017

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EWAO – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Single Collective Agreement

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

C2.00 DEFINITIONS

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

EWAO-ATEO refers to the designated employee bargaining agency pursuant to subsection 20 (2) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which EWAO-ATEO is the designated employee bargaining agency.

The EWAO-ATEO is composed of:

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

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

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

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

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

- a) In accordance with Section 36 and 41(1) of the *School Boards Collective Bargaining Act, 2014*, the term of this collective agreement, including central terms and local terms, shall be from September 1, 2014 to August 31, 2017, inclusive.

C3.3 Term of Letters of Agreement

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

C3.4 Amendment of Terms

- a) In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, the central terms of this agreement, excepting term, may be amended

at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C3.5 Notice to Bargain

- a. Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, notice to bargain centrally shall be in accordance with Sections 28 and 31 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.
- b. Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry date of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c. Notice to bargain centrally constitutes notice to bargain locally.
- d. Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

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

C4.3 French Language

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

C.4.4 The grievance shall include:

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

C.4.5 Referral to the Committee

- a. Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b. A central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- c. The Committee shall complete its review within ten (10) days of the grievance being filed.
- d. If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may within a further 10 days, refer the grievance to arbitration.

- e. If the grievance is referred to arbitration, the other responding central party shall file a detailed statement of any relevant facts and its position on any issues remaining in dispute with the other central party and the Crown within 10 days. Within a further 10 days, the Crown shall advise the parties of its intent to intervene in the arbitration process and shall include a detailed statement of any relevant facts and its position on any issues remaining in dispute and file that statement with the central parties.
- f. All timelines may be extended by mutual consent of the parties.

C.4.6 Voluntary Mediation

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

C.4.7 Selection of Arbitrator

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

C5.00 BENEFITS

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

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

Post Participation Date, the following shall apply:

C5.1 Funding

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

C5.2 Cost Sharing

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

C5.3 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

"Casual Employees" means,

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

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

"Fiscal Year" means September 1 to August 31.

"Wages" is defined as the amount of money the employee would have otherwise received over a period of absence.

a) Sick Leave Benefit Plan

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

Sick leave days may be used for reasons of personal illness, personal injury, personal medical appointments, or personal dental emergencies only.

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long Term Supply Assignments

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

A new allocation will not be provided to the permanent Employee until s/he has returned to work and completed eleven (11) consecutive working days at their regular working hours. The permanent Employee's new sick leave allocation will be eleven (11) days at 100%-wages. The permanent Employee will also be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of regular salary reduced by any paid sick days already taken in the current fiscal year.

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

Employees on Long Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

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

the school board shall deal with the absence consistent with the terms of the sick leave and short term leave and disability plans.

g) Graduated Return to Work

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

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

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

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

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

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

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

The employee will receive 11 days of sick leave paid at 100% of the new reduced working hours. When the employee's hours of work increase during the graduated return to work, the employee's sick leave will be adjusted in accordance with the new schedule. The Employee will also be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of regular salary proportional to the hours scheduled to work under the graduated return to work. The new pro-rated

sick/short-term leave allocation may not be used to top-up from part-time to full-time hours.

h) Proof of Illness

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

- i. When an employee/plan member is on short term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income

Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short term sick leave provision and qualification for Long Term Disability (LTD)/Long Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 EWAO-ATEO MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CENTRAL BARGAINING

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

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critically Ill Child Care Leave

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

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C12.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT

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

Pursuant to b) above, the following will apply:

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

The parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions below shall otherwise remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2008-2012 collective agreements, subject to modifications made during local bargaining in 2012-2013, if any. The items listed below shall not be subject to local bargaining or to amendment by the local parties.

Items:

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

Re: Status Quo Central Items Requiring Amendment and Incorporation

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

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB

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

Common Central Provisions

Maternity Benefits/SEB Plan

- a) A full-time and part-time permanent employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive *[insert either (i) 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks or (ii) local superior provision reflecting status quo]* immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Plan (STLDP).
- b) Full-time and part-time permanent employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.

- d) Full-time and part-time permanent employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- e) Employees in term assignments shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

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

Short Term Paid Leave Plans

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

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

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

WSIB TOP-UP

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

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

RETIREMENT GRATUITIES

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

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

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

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

SICK LEAVE TO BRIDGE LONG TERM DISABILITY WAITING PERIOD

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

Re: Job Security

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

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

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

3. For the purpose of this Letter of Agreement, at any relevant time, the overall protected complement is equal to:
 - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation

- at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
- b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
 5. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Central Administration
 - i. Professionals (including CYWs)
 - j. Maintenance/Trades
 6. This Letter of Agreement expires on August 30, 2017.

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

Re: Professional Development

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

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

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) replaces the current Voluntary Leave of Absence program (VLAP) and is available to all permanent employees for the 2015-2016 and 2016-2017 school years. Employees approved for SULP days shall not be replaced.

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

- 1) up to two (2) Professional Activity days in the 2015-2016 school year;
 - 2) two (2) Professional Activity days in the 2016-2017 school year;
- that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a school board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the 2015-2016 and 2016-2017 school years. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017 school year, the days will be designated by June 15, 2016. All interested employees will be required to apply, in writing, for leave for the 2016-2017 school year by no later than September 30, 2016. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

For employees enrolled in the OMERS pension, the employer will deduct the employee and employer portion of pension premiums for the unpaid days and will remit same to OMERS.

The following clause is subject to either Teacher Pension Plan amendment or legislation:

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

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

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

This Letter of Agreement expires on August 30, 2017.

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

Re: Long Term Disability (LTD) Plan Working Group

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

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

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

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

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

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

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

1.0.0 GOVERNANCE

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

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

- a) the addition of a non-voting trustee to be appointed by the EWAO-ATEO to the AEFO board of Trustees or an alternative representation option available pursuant to the terms of the Trust

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

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

2.0.0 ELIGIBILITY and COVERAGE

- 2.1.0 The following EWAO-ATEO represented employees are eligible to receive benefits through the Trust:
- 2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.
 - 2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the "Board(s)" benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 2.1.4 No individuals who retire after the Board Participation Date are eligible.
- 2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 2.3.0 Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

3.0.0 FUNDING

3.1.0 Start-Up Costs

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

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

3.2.0 On-Going Funding

- 3.2.1 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Board.
- 3.2.2 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 3.2.3 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 3.2.4 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 3.2.5 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

- 3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 3.2.8 The Trust shall retain rights to the data and the copy of the software systems.
- 3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.
Total Cost excludes retiree costs.
The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 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 12 month period.
- 7.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon 30 days written notice.

8.0.0 CLAIMS SUPPORT

- 8.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 8.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

9.0.0 PRIVACY

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

Appendix A – HRIS File

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

- a. complete and accurate enrolment files for all members, member spouses and eligible dependents, including:
 - i. names;
 - ii. benefit classes;
 - iii. plan or billing division;
 - iv. location;
 - v. identifier;
 - vi. date of hire;
 - vii. date of birth;
 - viii. gender;
 - ix. default coverage (single/couple/family).
- b. estimated return to work dates;
- c. benefit claims history as required by the Trustees;
- d. list of approved pre-authorizations and pre-determinations;
- e. list of approved claim exceptions;
- f. list of large amount claims based on the information requirements of the Trustees;
- g. list of all individuals currently covered for life benefits under the waiver premium provision; and member life benefit coverage information.

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

Re: Early Childhood Educators Work Group (FDK)

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

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

Re: Ministry Initiatives

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

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Health and Safety Working Group

The parties confirm their intent to participate in the Provincial Health and Safety Working Group. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector. Areas for discussion may include:

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

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

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

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

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

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

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

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

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

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

Re: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Regulated Support Staff Compensation Sub-Committee

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

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

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

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

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

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

Re: Specialized Job Classes

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



PART B: LOCAL COLLECTIVE AGREEMENT

between

THE LONDON DISTRICT CATHOLIC SCHOOL BOARD
(hereinafter called "the Employer")

and

**THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES
PERSONNEL**
(hereinafter called "the Association")

September 1, 2014 to August 31, 2017

The London District Catholic School Board and the Association of Professional Student Services Personnel agree to follow the terms of the 2014 – 2017 Collective Agreement subject to the amendments as attached. For clarity, the term Collective Agreement includes any and all applicable Letters of Understanding

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ARTICLE 1: RECOGNITION

- 1.01 The Employer recognizes the Association as the sole and exclusive collective bargaining agent for all employees of the London District Catholic School Board employed in professional student services related to psychology, speech-language pathology, social work, and attendance counselling, including Attendance Counsellors, Psycho-Educational Consultants, Social Workers, Psychological Associates and Speech-Language Pathologists and excluding supervisors and persons above the rank of supervisors, persons employed as psychologists, and excluding persons covered by existing collective agreements.
- 1.02 At all negotiation meetings regarding the Agreement and its renewal, the Association shall be represented by a Negotiating Committee composed of up to four (4) employees. The Negotiating Committee may be accompanied by legal and/or other counsel.
- 1.03 Meetings held between the parties for the purpose of negotiating renewals to this Collective Agreement will be held during regular scheduled working hours as much as possible and committee members will suffer no loss of pay or benefits for time spent in such meetings, up to and including conciliation.

ARTICLE 2: DURATION AND RENEWAL

Reference Part A - Article C3.00

- 2.01 This Agreement shall be effective from September 1, 2014 to August 31, 2017 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 2.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 2.03 During negotiations on any proposal, renewal or revision of this Agreement, the Agreement at the commencement of such negotiations shall remain in force and effect until satisfactory settlement of such negotiations has been reached or until the conciliation procedure provided under the Ontario Labour Relations Act has been exhausted, whichever comes first.
- 2.04 The parties will meet within thirty days after giving notice by either party for the purpose of entering into negotiation or as soon thereafter as may be mutually agreed to by the parties in writing.

ARTICLE 3: MANAGEMENT RIGHTS

3.01 It is the sole and exclusive right and obligation of the Employer to exercise its management functions and trustee responsibilities and to manage the affairs of the Employer and to exercise these rights and obligations in a manner consistent with this Agreement and subject to the provisions of the relevant provincial and federal legislation and regulations.

ARTICLE 4: SALARY

4.01 (a)

EFFECTIVE SEPTEMBER 1, 2014

Year	Pre-Degree	Undergrad	Post-Grad
0	44756	51764	57690
1	47636	54862	61258
2	50515	57959	64825
3	53395	61054	68394
4	56275	64156	71963
5	59152	67247	75528
6	62032	70345	79096

(b)

EFFECTIVE SEPTEMBER 1, 2015

Year	Pre-Degree	Undergrad	Post-Grad
0	44756	51764	57690
1	47636	54862	61258
2	50515	57959	64825
3	53395	61054	68394
4	56275	64156	71963
5	59152	67247	75528
6	62032	70345	79096

(c)

EFFECTIVE SEPTEMBER 1, 2016 1.00%

Year	Pre-Degree	Undergrad	Post-Grad
0	45204	52282	58267
1	48112	55411	61871
2	51020	58539	65473
3	53929	61665	69078
4	56838	64798	72683
5	59744	67919	76283
6	62652	71048	79887

(d)

EFFECTIVE FEBRUARY 1, 2017 0.50%

Year	Pre-Degree	Undergrad	Post-Grad
0	45430	52543	58296
1	48353	55688	61902
2	51275	58831	65506
3	54199	61973	69112
4	57122	65122	72719
5	60042	68259	76321
6	62966	71404	79927

The following grid applies to employees in the Pre-Degree and Undergrad Categories hired after October 17, 2003

EFFECTIVE SEPTEMBER 1, 2014

Year	Pre-Degree	Undergrad
0	42171	48773
1	44884	51691
2	47597	54610
3	50311	57526
4	53024	60450
5	55735	63363
6	58449	66281

EFFECTIVE SEPTEMBER 1, 2015

Year	Pre-Degree	Undergrad
0	42171	48773
1	44884	51691
2	47597	54610
3	50311	57526
4	53024	60450
5	55735	63363
6	58449	66281

EFFECTIVE SEPTEMBER 1, 2016 1.00%

Year	Pre-Degree	Undergrad
0	42593	49261
1	45333	52208
2	48073	55156
3	50814	58101
4	53554	61055
5	56292	63997
6	59033	66944

EFFECTIVE FEBRUARY 1, 2017 0.50%

Year	Pre-Degree	Undergrad
0	42806	49507
1	45560	52469
2	48313	55432
3	51068	58392
4	53822	61360
5	56574	64317
6	59329	67279

- (e) 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. Salaries, allowances and vacation pay entitlements in effect on the date prior to the date affixed to this Agreement shall be frozen at those levels until allowances, grid placement and years of service would result in an increase in salary, allowance and vacation entitlement.
- (f) For the purpose of placement on the salary grid, employment experience shall be

credited as experience on the basis of one year directly related experience to one year experience. All work experience must have been gained after attaining the minimum certification required for employment in the assignment offered by this Employer.

- (g) Movement on the grid for the purpose of experience shall be calculated as of September 1 of each year.
- (h) Effective September 1, 2008 there shall be a special allowance for all Psychological Associates of \$2000 per year. The allowance shall be increased to \$2207 effective September 1, 2016; to \$2218 effective February 1, 2017.

Effective September 1, 2009, there is an expectation that Psychological Associates will, if necessary, provide the required clinical supervision to any Psycho-Educational Consultant who is not registered with the College of Psychologists of Ontario.

- (i) Retroactivity to apply to all employees including those who left the employ of the Employer after September 1, 2008.

- 4.02 (a) Employees who are required to attend to their work during March break, summer break and Christmas break period(s) shall be reimbursed for each full day(s) based on the following:

$$\frac{1}{\text{Total of Number of days in the School year}} \times \text{Annual Salary} + \text{Total Number of Paid Holidays}$$

- (b) 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.

Vacation Pay

- 4.03 (a) Employees shall receive vacation pay in accordance with their credited full year's continuous service with the Employer or its predecessor boards as of September 01 in any year as follows:

Vacation pay will be calculated on the employee's salary as of September 1.

- 1) Less than two (2) years - four (4%) percent
- 2) Two (2) years and over but less than five (5) years - six (6%) percent
- 3) Five (5) years and over but less than ten (10) years - eight (8%) percent

- 4) Ten (10) years and over but less than twenty (20) years - ten (10%) percent
- 5) Twenty (20) years and over - twelve (12%) percent

- (b) Vacation pay as per the schedule in 4.03(a) above shall be paid on each regular scheduled pay.
- (c) Employee(s) who work less than one (1.0) FTE shall receive prorated vacation pay.
- (d) Employee(s) who receive overtime pay shall receive vacation pay on the additional pay in accordance with the schedule in 4.03 (a) above.

Pay Schedules

- 4.04 (a) Payment shall be made in accordance with a bi-weekly schedule from September 1st to August 31st in each year.
- (b) Payment of salary shall be by direct bank deposit into the employee(s) bank account.

ARTICLE 5: WORK YEAR / HOURS OF WORK

- 5.01 Employees receive salary payments based on a twelve (12) month schedule and shall be paid in accordance with a biweekly schedule from Sept 1 to August 31 in each year. The employee shall be credited with twelve (12) months' service for pension purposes each year.
- 5.02 The work year shall be the school year as indication by the school calendar (ten (10) months) ad includes two (2) weeks paid holiday, one at the Christmas break and one in the spring break. At the request of the Superintendent(s) of Education responsible for Learning Services or his/her designate, employees will be at work for up to three (3) days to attend department meetings and/or discipline meetings and/or other duties as deemed necessary during the week prior to the resumption of school each September.
- 5.03 A full-time employee will work Monday to Friday with a workday of seven (7) hours between 7:30 a.m. and 4:30 p.m., with a one (1) hour uninterrupted lunch break. The workweek for a full-time employee is thirty-five (35) hours.
- 5.04 As circumstances require, on an individual basis, adjustments to work schedules may be arranged with the supervisor by mutual agreement. This may include flexing the normal work day to accommodate early morning meetings or late afternoon/evening meetings.

Hours worked in excess of thirty-six (36) hours in a workweek, with the prior approval of the Superintendent(s) responsible for Learning Services or his/her designate, will be recorded as overtime in an overtime register for each employee. 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. The hours worked between thirty-five (35) and thirty-six (36) are voluntary hours for the employee.

- 5.05 An employee may take time off in-lieu of overtime by using accumulated hours in his/her register. The accumulated in-lieu time will be taken during the following periods with the prior approval of the Superintendent(s) responsible for Learning Services or his/her designate:
- (i) The week immediately preceding Labour Day;
 - (ii) Exam weeks, if assigned to secondary schools;
 - (iii) The last school week of June, if assigned to elementary schools;
 - (iv) Between the hours of 7:30 and 8:30 a.m. and 3:30 and 4:30 p.m. on any workday; or,
 - (v) At other time(s) as may be mutually agreed. Such request(s) shall not be unreasonably denied.

Requests to take in-lieu time during the periods noted in 5.05 (i) to (iv) above will only be denied in exceptional circumstances.

- 5.06 Accrual of additional hours beyond thirty-six (36) per week shall be based at straight time.

ARTICLE 6: PAID HOLIDAYS

- 6.01 (a) Public Holidays are inclusive of holidays as outlined in the Employment Standards Act as amended from time to time, and Easter Monday.
- (b) The Salary Grid in Article 4 includes all payment for Public Holidays.

ARTICLE 7: CAR ALLOWANCE

- 7.01 (a) Effective February 01, 2000, mileage shall be calculated from the first work location and end at the last work location of each day.
- (b) An employee who is required to travel between locations in the same workday shall be granted reasonable time to travel between those locations.
- (c) Where an employee is required to travel for the purpose of conducting business for the Employer, he/she shall receive a travel allowance in accordance with Board Policy, Regulations and Procedures. Effective September 1, 2008, the reimbursement rate per kilometre shall be the CRA rate. Whenever the Board amends the Policy, any such amendments will be provided to employees.
- (d) The Employer agrees to provide employees with a TD2200, upon the employee's request.

Mileage

- 7.02 (a) Notwithstanding the Board Policy, Regulations and Procedures, where an employee's first or last stop of the day is outside the City of London, the

following will apply: The applicable mileage allowance will be paid from the relevant City of London exit point to the first stop of the day, and from the last stop of the day to the relevant City of London entry point. The exit/entry points are as follows:

North – Mother Teresa Secondary School
East – John Paul II Secondary School
West – St. Thomas Aquinas Secondary School
South – Catholic Education Centre

- (b) All other travel from school to school or other location within the counties or City of London shall be calculated according to current practice.

ARTICLE 8: BENEFITS

Reference Part A - Article C5.00 and Letter of Agreement 8

Medical Benefits

- 8.01 (a) (i) The Employer shall pay 85% of the premium of an APSSP medical benefits plan. The Board will deduct the balance of the premium cost from the Employee's pay. The plan will include a cap on payment of the dispensing fee at \$5.00 per prescription.
- (ii) The Employer shall ensure that all eligible members receive an employee book, which fully describes the medical benefits of the plan.
- (b) The plan in 8.01 (a) shall include items as outlined in the September 2010 benefit plan booklet.
- (c) The plan in 8.01 (a) shall include an out-of-province travel assistance plan.

Dental Insurance

8.02 The plan shall include items as outlined in the September 2010 benefit plan booklet.

Vision Care

8.03 The Employer will pay 85% of a vision plan covering prescription glasses as outlined in the September 2010 benefit plan. The Board will deduct the balance of the premium cost from the Employee's pay. This includes eyeglasses, frames, lenses and contact lenses, replacement lenses and glasses resulting from eye exam and repairs to frames and lenses.

Group Life

- 8.04 (a) **Personal**
The Employer shall pay 85% of the premium of a Group Life Insurance Plan providing coverage for each eligible member in the amount of four (4) times the employee's annual gross salary to a maximum of one hundred and fifty thousand (\$150,000.00) dollars. The Board will deduct the balance of the premium cost from the Employee's pay.

(b) Spousal

The employee may choose for his or her spouse optional life insurance coverage equal to or lesser than the amount for which the employee is covered under the basic group life insurance program. The premium for such insurance is to be paid wholly by the employee by payroll deduction.

Long Term Disability Insurance

Reference Part A - Article C6.00 and Letter of Agreement #7

8.05 The Employer shall pay 85% of the premium of the following Long Term Disability Plan; 75% of pre-disability earnings to a maximum of \$6,750 per month payable to age sixty-five (65) for sickness and accident. The Board will deduct the balance of the premium cost from the Employee's pay. Subject to qualifying, benefits will begin after seventy-five (75) working days of disability have expired, or at the expiration of any sick leave credits to which the employee is entitled should the period of short-term disability be longer than seventy-five (75) working days. The coverage will be mandatory for all eligible employees.

- 8.06 (a) An employee on unpaid leave shall be responsible to pay the full cost of benefit plan premiums.
- (b) Unless the Employee gives the Board a written notice that the Employee does not intend to pay the Employee's contribution, the Employer shall continue to pay its share of benefits premiums for eligible employees on statutory or other paid leave of absence, including absences resulting from an approved long term disability claim, provided the Employee continues to pay their portion of premiums.
- (c) The Employer will continue to pay its share of the applicable premiums for a period of up to seventy-five (75) working days for eligible employees while he/she is on sick leave, provided the Employee continues to pay their portion of premiums.

8.07 All employees working less than forty (40% FTE) per cent full-time equivalent will not qualify for benefits as set out in this Article save and except for sick leave provisions as in Article 9.

8.08 The Employer confirms that prior to switching the existing insurance carrier of the Benefits Plans; it will discuss such change at Joint Consultation Committee. Such change(s) will not result in reduction of benefits contained in this Agreement.

8.09 When a member of the Chapter retires, he/she shall be eligible to participate in any benefit plan(s) already established for retired employees, subject to the provision of the plan. The Employer agrees to provide the Chapter with a copy of the plan(s) for retired employees, where the plan changes and upon request.

Pension

8.10 The Pension Plan for non-teaching employees established by the London District Catholic School Board through the Ontario Municipal Employees' Retirement System (OMERS) shall be applicable to employees covered by this Agreement. During the lifetime of this Agreement, the Employer agrees to make contributions to the plan in accordance with the requirements of the Ontario Municipal Employees Retirement System Act. Part-time employees shall be given the opportunity to participate in this Plan subject to the provisions of OMERS.

ARTICLE 9: SICK LEAVE PLAN

Reference Part A - Article C6.00 and Letter of Agreement 7

- 9.01 (a) The Employer agrees to provide to each employee a total of twenty (20) sick leave days per year to be used for the purposes of sick leave.
- (b) There shall be no accumulation of unused sick leave credits.
- (c) When an employee has used his/her twenty (20) days of sick leave in the course of a year he/she will be eligible for Short-Term Disability benefits.

The Board shall maintain a Short-Term Disability plan from the first day of illness or accident, which provides for 100% of salary and sufficient days, to a maximum of seventy-five (75) working days, to bridge the employee to the Long-Term Disability benefit.

The Board will require an employee who accesses such Short-Term Disability plan to provide documentation satisfactory to the Board.

- (d) The Employer may implement an Early Intervention Program which includes a Rehabilitative Services component. Where the Employer requests a medical certificate for an employee's absence of less than five (5) consecutive working days, the Employer will reimburse the employee the cost, if any, of the medical certificate.
- (e) The number of days available to employees who work less than full-time shall be prorated.
- (f) Where an employee commences employment after September 1st in any year, the sick leave of twenty (20) days shall be calculated on the basis that twenty (20) days bear to the number of days in the work year.
- (g) Sick leave credits will be reduced for absence due to illness or injury except where the illness or injury is covered by the Workplace Safety and Insurance Board.
- 9.02(a) As of August 31, 1999, a calculation shall be made to determine the unused

accumulated sick leave credit balances for employees of the predecessor boards who were eligible to accumulate such credits. The balance for each employee shall be set aside in an accumulation register.

- (b) Upon retirement or termination of employment, no adjustment shall be made for the balance of credits, which remain in his/her accumulation register.
- (c) Notwithstanding 9.02(ii) above, any employee(s) who were employed by the predecessor boards and were eligible for a retirement gratuity shall be entitled to such gratuity to be paid out in a lump sum at the time of retirement. The gratuity shall be calculated as follows:

Oxford:

$$\frac{A}{200} \quad X \quad \frac{B}{6}$$

A- annual salary in effect immediately prior to retirement.

B- number of sick leave days accumulated to a maximum of 240 days.

Elgin:

$$\frac{\text{Last Years' Salary}}{200} \quad X \quad \frac{\text{Number of Accumulated Days}}{2}$$

Reinstatement of Benefits

Reference Part A - Article C6.00

9.03 Once an employee has been disabled and is receiving benefits under the sick leave plan, a subsequent disability is defined as recurrent when it is separated from the previous occurrence by less than ten (10) consecutive working days of full-time employment, or equivalent. In such cases, the re-occurrence is treated as a continuation of the previous disability and the employee continues to receive benefits up to the maximum benefit period.

When an employee returns to work for a period in excess of ten (10) consecutive working days of full-time employment, or equivalent, any re-occurrence is treated as a new disability.

Layoff or Termination of Employment

9.04 When an employee is totally disabled on the date of layoff or termination, and such disability continues uninterrupted, the employee shall continue to receive benefits for such disability until the date total disability ceases, or until the date on which the maximum disability is received whichever is earlier.

Access to Sick Leave Credits Following Birth of Child

9.05 In the six (6) week period of absence following the date of childbirth, an employee, with supporting medical documentation, shall be entitled to access the remainder of her sick

credits and any sick credits in her accumulation register. The medical documentation shall confirm that health reasons prevent the employee from working up to a continuous six (6) week period following the birth of the child.

Sick Leave – Return to Work

Reference Part A - Article C6.00 g) and Letter of Agreement #7

9.06 The Employer and the Association recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating employees who have been ill, injured, or permanently disabled to enable their early and safe return to work. At any meeting to discuss an employee's return to work arrangements, the employee shall be entitled to Association representation, and the Employer shall so advise the employee. At the option of the employee, the Association representative shall be present at the meeting.

ARTICLE 10: LEAVES OF ABSENCE

Reference Part A - Letter of Agreement #5

- 10.01 (a) Each request for leave as in 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 10.09, 10.13, and 10.14 shall be in writing and addressed to the immediate supervisor.
- (b) Leaves as in 10.02, 10.04, 10.10, 10.11, 10.12 and 10.15 shall be discussed between the employee and his/her immediate supervisor or his/her designate prior to the commencement of the leave period.
- (c) Where a member is going on a leave, anticipated to be going on a leave, or on a leave with a duration of one (1) month or longer, either party can call a special Joint Consultation Committee meeting to discuss the feasibility of replacing that employee while they are away. The parties will meet within ten (10) working days.

Bereavement Leave

- 10.02 The parties agree that requests for bereavement leave will be addressed in accordance with individual circumstances with a view to providing the support that is needed in each particular situation as follows:
- (i) An employee will be granted up to five (5) days bereavement leave of absence, with pay, in the event of the death of a spouse, child, step-child, mother, father, brother or sister.
 - (ii) An employee will be granted up to three (3) days bereavement leave of absence, with pay, in the event of the death of his/her mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law or grandchild.
 - (iii) An employee will be granted one (1) day bereavement leave of absence, with pay, in the event of the death of his/her aunt, uncle, niece, nephew or first cousin.
 - (iv) An employee may be granted a leave of absence without loss of pay to attend the funeral of any other person, subject to the approval of the

- immediate supervisor or his/her designate.
- (v) In the event of a death occurring in winter necessitating a spring interment, one (1) of the days referred to in 10.02 (i) (ii) and (iii) may be taken at the time of interment.

Personal Leave

10.03 An employee may, with the approval of his/her immediate supervisor or his/her designate, be granted a personal leave without pay.

Pregnancy/Parental/Adoption Leave

- 10.04 (a) Except where amended by the provision of this Agreement, pregnancy and parental leave will be granted in accordance with the Employment Standards Act.
- (b) The Employer shall provide for employees on Pregnancy Leave, a supplementary Employment Benefit plan which provides payment of ninety-five (95%) per cent of salary for the two (2) week waiting period. Such a Supplementary Employment Benefit plan shall be registered with and approved by Human Resources Development Canada.
 - (c)
 - (i) The employee requesting Pregnancy and/or Parental Leave shall give at least one (1) months' notice, in writing, to the Senior Manager, Human Resources Services of the date the statutory leave is to commence as well as the date the employee will return to work. The notice shall be accompanied by a certificate from a practitioner stating the expected birth date.
 - (ii) In the case of adoption leave, the employee requesting such leave shall provide reasonable notice of the date the leave is expected to commence and will provide as much notice as possible prior to the commencement of the actual leave.
 - (d) Upon termination of the approved Pregnancy and Parental Leave, an employee may be granted personal leave of absence without pay for the period of time not to exceed one (1) additional year following the termination of the statutory leave under the Employment Standards Act. Such request shall be made in writing to the Senior Manager, Human Resources Services at least one (1) month prior to the completion of the statutory leave. During the period of this extended leave, the employee may continue to pay the full premiums of the benefits plans by providing instructions in writing to the Senior Manager, Human Resources Services.
 - (e)
 - (i) During the period of statutory leave, the Employer shall continue to pay its share of the benefits premiums for which the employee is eligible.
 - (ii) Employees will be responsible for payment of pension contributions. The Employer will continue to remit pension contributions to OMERS for the period of the statutory leave, unless requested by the employee not to do so.
 - (f) An employee returning from a pregnancy/parental leave shall be reinstated to the

position most recently held by the employee if it still exists or to a comparable position if it does not, with no reduction in annual salary.

- (g) Adoption leave will be allowed on the same basis as the parental leave.

Four and One Leave Plan

10.05 Preamble

The Four and One Leave Plan is a cooperative plan between the Board of Trustees of the London District Catholic School Board and its employees.

The plan provides for an increase in mobility within the staff above, an opportunity for valuable experience for new employees and an extended opportunity for personal and/or professional growth of those employees with five (5) or more years' experience with this system.

Purpose

The Four Years over Five Plan has been developed to afford employees the opportunity of taking a one (1) year leave of absence with pay by spreading four (4) years' salary payments over a five (5) year period.

Qualifications

- (a) An employee having five (5) years seniority with the Employer is eligible to participate in the plan.
- (b) A maximum of two (2) employees from the Association will be granted this leave in any given school year.
- (c) An employee must make written application to the Senior Manager, Human Resources Services or his/her designate during January requesting permission to participate in the plan.
- (d) Criteria for acceptance shall be based on:
 - (i) Earliest applications;
 - (ii) Seniority, if more than five (5) apply;
 - (iii) Lottery, if a tie still exists.

Approval of Deferred Salary Plan applications shall rest solely with the Employer and shall be in accordance with compliance of the Regulations in place at the time.

Written acceptance, or denial of the employee's request, with explanation, will be forwarded to the employee by March 1st in the school year the original request is made.

Implementation

- (e) 80% of the annual salary according to the salary schedule will be paid for four (4) years. The remaining 20% of annual salary will be accumulated and this amount

plus any interest earned shall be retained for the employee by the Employer and paid in the fifth year.

- (f) Money will be deposited with a chartered bank or Federally or Provincially Chartered Trust Company in such accounts or monies instruments as authorized by law, for trustees to invest trust funds and as authorized under the Income Tax Act, Canada, the Education Act, or any other relevant governing legislation pertaining to such money. The account and/or instruments chosen will be held in the name of the "London District Catholic School Board, In Trust for the Four and One Leave Plan."

The Employer will be directed as to the choice of bank or trust company and as to the choice of the deposit account or instrument by the Association. Any such deposit account or instrument will necessarily take into account the payment provisions of the plan as set out in Article 10.05 (e), (j) and (l). Individual ledger accounts with details of deposit income earned and withdrawals will be maintained by such bank or trust company. Any administrative costs associated with the operation of such account(s), shall be solely a charge against such account(s) and not the Employer.

- (g) Benefits for employees registered in the program shall be maintained by the employee during the one-year leave of absence in accordance with the Collective Agreement in force during the leave of absence.
- (h) Upon return from the leave, the employee will be reinstated to a position at least equivalent to that which the employee held immediately prior to the leave. If said position no longer exists, the employee will be governed by the appropriate terms of the Collective Agreement.
- (i) Deductions for the Ontario Municipal Employees Retirement System (O.M.E.R.S.) shall comply with those requirements as well as the Income Tax requirements.
- (j) An employee may withdraw from the plan any time prior to March 1 of the calendar year in which the leave of absence is to begin. Upon withdrawal, any monies accumulated, plus interest owed, as in 10.05 (f) above, will be repaid to the employee within sixty (60) days of notification of her/his desire to leave the plan. Any exceptions to the aforementioned shall be at the discretion of the Employer.
- (k) In the event that a suitable replacement cannot be hired for an employee who has been granted a leave, the Employer may defer the leave by one (1) year. If such a deferral is necessary, the employee shall be notified prior to March 1 of the calendar year in which the leave was to take place. In this instance, the employee may choose to remain in the plan and any monies accumulated by the terminal date of the plan will continue to accumulate interest until the leave of absence. No deduction will be made during the year of deferral.
- (l) Should an employee die while participating in the plan, any monies accumulated,

plus interest owed, as in 10.05 (f) above, at the time of death will be paid to the employee's estate.

Jury and Witness Duty

10.06 Employees who are called to serve as jurors or are subpoenaed as witnesses, other than where such employee is a party to the action, shall be granted leave of absence without loss of benefits. An Employee shall provide his/her supervisor with reasonable notice of the court action. Where the court action relates to the employee's professional responsibilities, he/she will consult with his/her supervisor in consideration of the Board's interest in the matter. Normal pay will continue to be issued on the usual payday. At the conclusion of his/her duty, the employee shall provide a copy of the jury or witness summons showing the period of his/her jury or witness service and the amount of compensation received, and shall deposit the document, together with the full amount of compensation, but not including travel allowances, with the Employer.

Association Leave

10.07 (a) Upon written request of the Association, employee(s) will be granted leave of absence without pay and loss of seniority or benefits to conduct Association business for a period not to exceed an aggregate total per school year of twenty (20) days. 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 to the employee(s).

(b) The members of the Negotiations Committee shall be given an aggregate total of five (5) days with no loss of pay, seniority or benefits to prepare for renewal of this Collective Agreement. The Association shall request such leave in writing at least ten (10) working days in advance or such shorter period of notice where not possible.

Education Leave

10.08 An employee may be granted a leave of absence without pay and benefits for up to two (2) years for education purposes. The employee shall request such leave in writing to his/her immediate supervisor or his/her designate. Upon return from leave, the employee will return to the position, which he/she held immediately prior to the leave provided that the position is available. In the event that the position is no longer available, the terms of the Collective Agreement in force at the time shall apply.

Political Purposes

10.09 The Employer will recognize leaves of absence, without pay, for political purposes as required by existing legislation.

Paternity Leave

10.10 Paternity leave of one (1) day with pay will be granted to an employee for needs directly related to the birth and/or adoption of his child.

Compassionate Leave

10.11 An employee may be granted up to four (4) days compassionate leave without loss of salary in any one (1) year in the case of exceptional circumstances which include but are not limited to serious illness or hospitalization of an employee's immediate family, catastrophe or crisis. Such day(s), if granted, shall be at the discretion of the immediate supervisor or his/her designate and such requests shall be made in writing.

Compulsory Quarantine

10.12 Wages for time lost due to compulsory quarantine shall be paid to employees when certified by the local Medical Officer of Health, and shall not be chargeable to benefits.

Graduation/Convocation

10.13 An employee(s) shall be allowed one-half (1/2) or one (1) day as required with pay to attend his/her own or his/her spouse/child(ren)'s graduation ceremony on the day of the ceremony subject to approval of the immediate supervisor or his/her designate.

Writing Examinations

10.14 An employee(s) may be granted time off with pay on the day(s) of an exam(s) to write the exam, subject to approval of the immediate supervisor or his/her designate.

Medical/Dental Appointments

10.15 Employees are encouraged to schedule medical and/or dental appointments in a manner which is least disruptive to the workday. Such leaves shall be approved by the immediate supervisor or his/her designate and such approval shall not be unreasonably withheld. Leaves of less than one-half (1/2) day shall be considered a leave with no deduction of sick leave credits and no deduction of salary. Leaves equal to or greater than one-half (1/2) day shall be considered leave with deduction of sick leave credits.

ARTICLE 11: PROFESSIONAL DEVELOPMENT

Reference Part A - Letter of Agreement #4

11.01 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.

11.02 (a) When attending approved conferences, an employee will suffer no loss in salary, benefits or seniority.

(b) Professional development funds, if any, will be identified no later than thirty (30) working days following the Board's approval of the annual budget and all employees in the bargaining unit will be so advised.

(c) Such funds as in 11.02 (b) above will be distributed in an equitable manner to members within the bargaining unit with due consideration to departmental priorities. Where possible, professional development funds will be distributed

equally among the members of the bargaining unit.

- (d) Professional development expenditures for the bargaining unit will be discussed at the meetings of the Joint Consultation Committee.

11.03 An employee invited to participate in a conference or convention as a presenter shall, subject to consultation with and with the approval of the supervisor, be granted leave with pay for the purpose.

11.04 Where the Employer requires an employee to attend a conference, workshop or seminar, the Employer will fully reimburse the employee for all related expenses.

ARTICLE 12: WORKING CONDITIONS

12.01 The duties of the employees 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.

12.02 Annually, members of the Association will provide the Employer with a copy of their professional certification confirming membership in good standing with their respective professional college, where applicable.

ARTICLE 13: CODE OF ETHICS

13.01 The Employer and the Association acknowledge the responsibility of the employees to comply with the Professional Codes 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 the Superintendent(s) responsible for Learning Services, and his/her designate.

ARTICLE 14: SENIORITY

14.01 Seniority is defined as the length of continuous service from the first day of work with the Board or a predecessor board. Seniority shall operate exclusively within one (1) seniority list. All things being equal, seniority shall be determined through a draw. In the event that a draw is required, a member of the Association shall be present to witness the proceedings.

14.02 (a) An employee shall be considered a probationary employee until he/she has completed six (6) months of service after which time the employee's name shall be placed on the seniority list as in Article 14.01 of this Agreement. Seniority shall date back to the first day of work. The discharge or termination of a probationary employee will be at the discretion of the Employer and shall be deemed to be for just cause under this Agreement, unless the Employer's discretion has been exercised in a manner that is discriminatory, arbitrary or in bad faith.

(b) Upon mutual agreement of the Association and the Employer, the probationary period may be extended in writing.

14.03 The Employer will maintain a seniority list showing each employee's name, his/her job classification and date of hire. By November 30th in each year, the Employer will post copies of the list electronically on the HR webpage on the board's website and will send one (1) copy to the Association President. Complaints about the accuracy of the seniority list will be considered within thirty (30) days of the date of such posting, at which time, the list shall be deemed to be accurate.

14.04 An employee who is absent from work due to illness, accident, layoff or approved leave of absence shall continue to accumulate seniority during the period of such absence up to a maximum of twenty-four (24) months after which time the employee concerned will not continue to accumulate seniority.

14.05 All seniority rights and the employment of an employee shall cease only in the event of the following:

- (i) He/she resigns in writing;
- (ii) He/she is discharged and is not reinstated through the grievance or arbitration procedures;
- (iii) He/she fails to return from leave of absence without notifying the Employer at least 24 hours prior to the date of the expiry of the leave of absence, provided such notification is reasonably possible;
- (iv) He/she is absent from work without permission for more than five (5) consecutive working days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control;
- (v) He/she fails to report for work after a layoff not later than 14 calendar days after receiving notice of recall by registered mail to the last address of the employee of which the Employer has recorded unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the employee's control. An employee is responsible for advising the Employer in writing of his/her address from time to time while he/she is on layoff;
- (vi) He/she is laid off for a period longer than twenty-four (24) months;
- (vii) He/she retires or is retired;
- (viii) He/she is off the payroll for a continuous period of thirty-six (36) months unless the employee is in receipt of LTD benefits.

The parties agree that Article 14.06(viii) will be applied in accordance with the Ontario Human Rights Code.

Temporary Employees

14.06 (a) A temporary employee(s) may be hired by the Employer for up to one (1) year or for up to two (2) years if replacing an employee who is on a statutory leave (Employment Standards Act) or approved leave of absence. Temporary employees will be paid in accordance with the salary schedule outlined in Article 4.

Such temporary employee who remains employed in the temporary position in excess of one (1) year will be entitled to access extended health and/or dental benefits. The Employer shall pay 85% of the premium cost and the remaining 15% of the premium cost will be borne by the temporary employee.

- (b) Where a temporary employee is appointed as a permanent employee, he/she shall accrue seniority credit from the first day of continuous work. Any sick leave credits accumulated during that school year shall be maintained for the employee.
- (c) Temporary employees who are appointed by the Employer to a probationary position within the bargaining unit will have their probationary period decreased by the length of service already accumulated. Such probationary employee will be required to serve a minimum probationary period of two (2) months of service. Upon mutual agreement of the Association and the Employer, the probationary period may be extended in writing.
- (d) Temporary employees shall enjoy all provisions of this Agreement with these exceptions:
 - (i) Sick Leave Credits
A temporary employee shall earn two (2) sick leave credits for each full month of completed service to a maximum of twenty (20) credits. Upon completion of the temporary assignment, there shall be no monetary value placed on any credit balance.
 - (ii) Access to Job Postings
A temporary employee may elect to bid for job postings and will be considered as an external candidate only after it has been determined that no permanent member of the bargaining unit is the suitable candidate.
 - (iii) Benefits
A temporary employee shall not be eligible to access the Pension Plan, Extended Health Care Plan, Group Life Insurance, Dental Plan and Long-Term Disability as in Article 8 except as provided in 14.04 (a) above.

ARTICLE 15: LAYOFF

15.01 Reductions in the workforce will be made on the following basis in the following order:

- (i) Normal attrition;
- (ii) Temporary employees;
- (iii) Permanent employees.

Seniority as defined in Article 14 shall be the determining factor. Employees shall be laid off in the reverse order of seniority, provided that the employee(s) who are entitled to remain on the basis of seniority have the professional qualifications to perform the available work. Professional qualifications are the skills, ability, and academic qualifications/certifications to perform the available work.

Notice of Redundancy/Layoff

- 15.02 Where a redundancy will be effective on the last day of the school year, notification in writing that the position to which the employee is assigned has been declared redundant shall be given to the employee by April 30th. Where a layoff will be effective on a date other than the last day of the school year, affected employees are entitled to two (2) calendar months' notice of layoff or pay in lieu of notice. Such notice shall also be provided to the Association.
- 15.03 (a) When a vacancy occurs which the Employer elects to fill, employees on the recall list shall be notified by registered mail within fourteen (14) calendar days of the creation of the vacancy to the last reported address of the employee. Vacancies shall be filled from the recall list on the basis of seniority provided the employee has the professional qualifications to do the available work.
- (b) The employee shall respond to the recall within fourteen (14) calendar days of the date the registered letter was sent.
- (c) An employee(s) who accepts the recall and reports for duty at the time and place specified by the Employer will be returned to a position in accordance with his/her seniority ranking and the terms of the Collective Agreement in force at the time of his/her recall continue to apply.
- (d) An employee who has been laid off from a full-time position shall have the option of accepting or not accepting without loss of recall rights a part-time or temporary position.
- (e) An employee who fails to accept his/her recall or report for work as specified shall lose all recall rights, unless the employee is unable to accept the recall due to illness or injury and he/she provides evidence of such illness or injury from a licensed practitioner acceptable to the Employer.
- (f) The employee's right of recall will be for a period of two (2) years from the date of the layoff.
- 15.04 The Employer will provide the Association with copies of notices of redundancy, layoff and notices of recall at the same time that such notices are sent to affected employees.
- 15.05 In the case where there is a need to reduce the workforce in any position, reduction(s) shall occur in the reverse order of seniority in a manner that impacts the fewest number of employees. No reduction in the hours of work shall take place to prevent or reduce the impact of a lay-off without the agreement of the Association.

ARTICLE 16: WORK OF THE BARGAINING UNIT

- 16.01 The Board agrees that no employee shall be laid off, have their regularly scheduled

workday or regularly scheduled workweek reduced, or be terminated as a result of the Board contracting out any of its work or services.

In the event of the Board considering the contracting out of any work normally performed by or affecting the work of employees in the bargaining unit, the matter will be discussed with the Association. The Board will take suggestions made by the Association into consideration along with all other circumstances, when making a decision.

- 16.02 The Employer agrees that 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 17: JOB POSTINGS

- 17.01 Where a vacancy is created which the Employer elects to fill, such vacancy shall be posted for ten (10) working days. A copy of the posting shall be provided to the Association President. Where the Employer decides not to fill a vacancy in the bargaining unit, the Employer agrees to notify the Association President in writing.
- 17.02 Where more than one employee from the bargaining unit applies for a job, the selection will be made on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal among the candidates considered, seniority shall govern the selection of the successful applicant.
- 17.03 Where there are no qualified applicants from within the bargaining unit, the Employer may fill the vacancy from outside the bargaining unit.
- 17.04 The Employer agrees to replace an employee who is absent on approved leaves which are expected to exceed one term/semester.
- 17.05 Although the Employer has the sole right to create or to designate a new job class within the bargaining unit, it agrees to the following:
- (i) The terms of such a class shall be discussed with the Association prior to an appointment;
 - (ii) If negotiations are in progress, the job class and allowance(s), if any, will be included in the proposal from the Employer;
 - (iii) If the Agreement has been settled, the Employer shall provide the Association with a job description for the new job class and the initial salary or allowance, if any, will be agreed upon between the Association and the Senior Manager, Human Resources Services. In the event agreement as in 17.05 (iii) above is not reached, the matter shall be dealt with at the next round of negotiations. Adjustments, if any, will be retroactive to the date when an employee first occupied the position.
- 17.06 Where a permanent vacancy is to be filled by an external applicant, the Board will invite an APSSP member from the specific discipline to be on the interview panel. However, the

APSSP member will not make the final decision.

ARTICLE 18: DISCIPLINE AND DISCHARGE

- 18.01 (a) Where an employee claims that he/she has been disciplined without just cause, the dispute may be the subject of a grievance, by the employee submitting a written grievance at Step 2 of the grievance procedure as outlined in Article 25 of this Agreement.
- (b) Where an employee claims that he/she has been discharged without just cause, the dispute may be the subject of a grievance, by the employee submitting a written grievance at Step 3 of the grievance procedure as outlined in Article 25 of this Agreement.
- 18.02 A discharge or discipline grievance may be resolved under the grievance and arbitration procedure by:
- (i) Confirming the discharge or discipline of the employee;
 - (ii) Reinstating the employee with full compensation for lost time; or
 - (iii) By any other arrangement which is considered just and equitable.
- 18.03 Any employee who is subject to any discipline or discharge shall be entitled to Association representation at the time the discipline or discharge is imposed and at all subsequent meetings on the matter. The employee shall be advised in advance of such meeting of his/her right to representation, and as to the nature of the meeting. An employee can only waive the right to Association representation in writing.
- 18.04 The Employer will provide written reasons in relation to an employee's written reprimand, suspension, discharge or termination, to the employee and to the Association within five (5) working days of the date of the discipline.
- 18.05 A permanent employee may be discharged only upon the authority of the Senior Manager, Human Resources Services or his/her designate. An employee's immediate supervisor or his/her designate may suspend an employee.
- 18.06 Letters of discipline for any offences will be removed from the employee's personnel file after a period of eighteen (18) months from the date of the letter, if no other letter of discipline is issued within that eighteen (18) month period.

ARTICLE 19: PERSONNEL FILES

- 19.01 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:
- (i) All evaluation reports shall be maintained in the employee's personnel file;
 - (ii) Prior to placement in the file, the employee shall have the opportunity to review the report;
 - (iii) The employee shall have the opportunity to include a statement as part of the evaluation report.

19.02 In accordance with the Municipal Freedom of Information and Protection of Privacy Act, an employee shall have access during normal business hours to his/her personnel file by making an appointment with Human Resources. 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 his/her personnel file.

ARTICLE 20: COMMUNICATIONS

20.01 Except as otherwise provided for in this Agreement, all correspondence between the parties shall pass to and from the senior administrator responsible for Human Resources or his/her designate and the Association President.

20.02 The Association shall be notified, in writing, of all new hires, layoffs, recalls, resignations, retirements or any other termination of employment affecting the bargaining unit, within ten working days of the hire or leaving date. This shall apply both to permanent and temporary employees.

20.03 The Employer shall supply to all newly hired employees, a copy of the current Collective Agreement at the time of hire.

20.04 The Employer shall provide a copy of the Collective Agreement to each employee within thirty (30) days after the Agreement has been signed and dated by all parties as in Article 30.

ARTICLE 21: ASSOCIATION REPRESENTATION

21.01 (a) Members of the Association Executive and Association committees recognized by the Employer will be allowed to leave their work with no loss of pay to attend committee meetings with the Employer, process grievances, and to represent employees in accord with Article 19 during their scheduled regular work day, subject to operational requirements.

(b) In the case of grievance processing, no more than two (2) Association representatives plus an outside consultant shall be involved in meeting with the Employer.

21.02 No employee shall leave his/her work place to attend to matters outlined in Article 21.01 without the prior consent of his/her immediate supervisor or his/her designate. Permission to leave the workplace shall not be unreasonably withheld.

21.03 A Joint Consultation Committee shall be established to consider matters of mutual concern, which result from the administration, interpretation and application of this Collective Agreement.

(a) Each party shall be entitled to two (2) representatives on this committee.

- (b) As agreed by the Co-Chairs in advance, other persons may be invited to attend meetings of this committee.
- (c) Committee meetings shall be scheduled once per term or more or less frequently at the discretion of the Co-Chairs.
- (d) Agenda items will be exchanged in advance whenever possible.
- (e) Meetings will normally be held during regular working hours, and committee members will suffer no loss in pay or benefits while attending such meetings.

21.04 With the prior permission of the Employer, the Association may hold meetings on the Employer's property without charge, provided such meetings do not interfere with the operations of the buildings in which they are held. An employee(s) on his/her work time may not be involved unless permission has been given by the Employer.

21.05 The Employer shall not be required to recognize or deal with employees who are representatives or who are on any of the Committees in this Article unless the Association has notified the Employer in writing of the names of such employees, and where applicable, the committees of which they are members from time to time.

ARTICLE 22: ASSOCIATION DUES

22.01 (a) The Employer shall deduct from the pay of all employees covered by this Agreement, in each pay period, a sum equal to the duly authorized Association dues.

(b) All dues so deducted shall be remitted to the Treasurer of the Association no later than the tenth (10th) working day of the month following the month in which such deductions were made together with a list of names of all employees from whose pay dues were so deducted, the gross earnings for each employee for the period and the dues deducted.

22.02 Any adjustments to dues shall be provided in writing by the Association and shall take effect the month following or within such time as reasonable.

22.03 The Association shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.

ARTICLE 23: STRIKES/LOCKOUTS

23.01 The parties agree that there shall be no strikes and lockouts during the term of this Agreement. The terms "strike" and "lockout" shall be interpreted in accordance with the definitions set out in the Ontario Labour Relations Act, as amended from time to time.

23.02 During any legal work stoppage or strike action by other employee groups, employees covered by this Agreement shall perform work in accordance with the job descriptions for their positions and shall not be required by the Employer to perform the duties of employees who are involved in the legal work stoppage or strike action.

ARTICLE 24: NO DISCRIMINATION

24.01 The parties agree to observe and abide by the terms of the Ontario Human Rights Code and the Ontario Labour Relations Act and the Regulations pertaining thereto, with respect to the application of this Agreement and with respect to the practice of discrimination and the protection of human rights.

24.02 The Board and the Association agree that every employee has the right to freedom from harassment as described in the Board's Respectful Workplace, Violence and Harassment Prevention Policy as amended from time-to-time.

ARTICLE 25: GRIEVANCES

Reference Part A - Article C4.00.

25.01 (a) It is the mutual desire of the parties that all complaints and grievances be adjusted as quickly as possible. A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee or the Association relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral and an allegation that this Agreement has been violated.

(b) All meetings at which grievances are processed shall be held in camera.

(c) Employees who are covered by this Agreement shall be required to follow the procedures as laid down in this Article.

Step 1

25.02 In the event of a complaint by an employee, he/she shall take the matter up with his/her immediate supervisor or his/her designate, within and not after fifteen (15) working days from the date at which the employee became aware or ought to have become aware of the incident or circumstances giving rise to the complaint. If he/she wishes, an Association representative may accompany the employee. His/ her immediate supervisor or designate shall give an answer within ten (10) working days of the meeting.

Step 2

25.03 If the discussion with the immediate supervisor does not resolve the matter, the Association may file a grievance on behalf of the employee adhering to the following procedure:

(a) A grievance when submitted shall be in writing and shall contain a concise statement of the facts complained of, the redress sought, the date on which the complaint was discussed with the immediate supervisor, and shall reference the

specific articles and/or clauses of the Collective Agreement alleged to have been violated.

- (b) The grievance shall be signed by the employee and an Association representative.
- (c) The grievance shall be submitted to the Labour Relations Officer or his/her designate.
- (d) The employee shall be accompanied by an Association representative when submitting the grievance.
- (e) The Labour Relations Officer or his/her designate shall, within ten (10) working days from the date of the grievance being received, meet with the employee and his/her representative and others necessary in efforts to resolve the outstanding issue.
- (f) A written response shall be provided to the employee and his/her representative within five (5) working days of the meeting in clause 25.03(v) above.

Step 3

- 25.04 (a) In the event that the issue discussed at Step 2 has not been resolved to the employee's satisfaction, then within ten (10) working days from the date of the written response in clause 25.03(vi) above, the employee may refer the matter in writing to the Senior Manager, Human Resources Services.
- (b) Within ten (10) working days from the date the grievance is received by the Senior Manager, Human Resources Services, he/she or designate shall meet with the employee and his/her representative and others necessary in efforts to resolve the outstanding issue.
 - (c) A written response shall be provided to the employee and his/her representative within five (5) working days of the meeting in clause 25.04 (b).

Policy Grievance

- 25.05 (a) (i) An Association policy grievance is defined as an alleged violation of this Agreement concerning all or a substantial number of the employees in the bargaining unit.
- (ii) The policy grievance may be filed by the Association to the Senior Manager, Human Resources Services or his/her designate at Step 3 of the Grievance Procedure at any time within fifteen (15) working days after the circumstances giving rise to such grievance occurred or originated.
 - (iii) The grievance shall be in writing and shall contain a concise statement of the facts complained of, the redress sought, the date on which the issue was discussed with Employer representative(s) and shall reference the specific articles and/or clauses of the Collective Agreement alleged to have been violated.

- (iv) Within ten (10) working days from the date of the grievance being received, the Association representative(s) shall meet with the Senior Manager, Human Resources Services or his/her designate in efforts to resolve the outstanding issue.
 - (v) A written response shall be provided to the Association within ten (10) working days of the meeting in clause 25.05(a)(iv).
- (b)
 - (i) A policy grievance of the Employer shall be in writing and may be initiated by the Senior Manager, Human Resources Services or his/her designate by delivering the grievance to the President of the Association.
 - (ii) The grievance shall be in writing and shall contain a concise statement of the facts complained of, the redress sought, the date on which the issue was discussed with Association representatives and shall reference the specific articles and/or clauses of the Collective Agreement alleged to have been violated.
 - (iii) Within ten (10) working days of the grievance being received, the Association representatives shall meet with the Senior Manager, Human Resources Services or his/her designate to discuss the grievance.
 - (iv) A written response shall be provided to the Senior Manager, Human Resources Services or his/her designate within ten (10) working days of the meeting in clause 25.05(b)(iii).

Group Grievance

25.06 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance, in writing to the Senior Manager, Human Resources Services or his/her designate within fifteen (15) working days from the date at which the employees became aware or ought to have become aware of the incident or circumstances giving rise to the alleged violation. The grievance shall bear the signature of each employee who alleges that a violation of this Agreement has occurred. The grievance shall be initiated at Step 1 by up to two (2) representatives of the group and an Association representative.

25.07 Any of the time limits in this Article may be extended by mutual agreement of the parties in writing. Where no answer is given within the time limits specified in the Grievance Procedure, the Association and/or the Employer, as appropriate, shall be entitled to submit the grievance to the next step of the procedure.

25.08 In no event shall the Employer be required to consider any grievance which, in respect to the incident giving rise to the grievance has previously been settled on its merits under the grievance or arbitration procedures.

ARTICLE 26: ARBITRATION

26.01 (a) If a grievance is not settled under Article 25 above, the Association may submit the matter to arbitration within twenty (20) working days from the date of the Employer's written response at Step 3 by providing written notification of the

referral to arbitration to the Senior Manager, Human Resources Services or his/her 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.
- (f) Any of the time limits in this Article may be extended in writing by mutual agreement of the parties.

ARTICLE 27: HEALTH AND SAFETY

27.01 The Association may appoint one (1) representative to the Occupational Health and Safety Committee.

ARTICLE 28: INCLEMENT WEATHER

28.01 If, because of inclement weather conditions, any employee(s) is unable to reach his/her place of employment, such employee(s) affected shall report to his/her immediate supervisor or designate. The supervisor or designate may assign an alternate work location.

28.02 Where no suitable alternate work location is determined by the immediate supervisor or his/her designate, the employee shall be allowed leave of absence without loss of pay.

ARTICLE 29: PARTNERSHIP AGREEMENTS

29.01 Partnership agreements with external agencies in the areas of regulated health professionals, social service professionals, and paraprofessionals for the delivery of services and /or programs to students with special needs and/or at risk students shall be as outlined in board policy number K4.3 and procedure K4.01.

29.02 A joint committee with up to two (2) representatives from each party shall meet at least once per year or as required to review all Partnership Agreements and any proposals for new partnerships agreements.

ARTICLE 30: INSURANCE COVERAGE

The board shall provide through existing or supplementary insurance coverage protection for all employees against risks while acting within the scope of their duties on behalf of the board. The union will be provided with all documents related to such coverage.

ARTICLE 31: DEFINITIONS

31.01 In this Agreement:

“Association” means the Association of Professional Student Services Personnel (Provincial).

“Chapter” means the London Catholic Chapter of the Association of Professional Student Services Personnel.

“Employee” and “Employees” mean any or all of the employees in this bargaining unit as provided for in Article 1.01.

“Employer” means the London District Catholic School Board.

“Working days” and “Days” mean any day that is a regular working day for members of this bargaining unit.

“Professional Qualifications” mean skill, ability and academic qualifications/ certifications to perform the available work.

ARTICLE 32: AGREEMENT SIGNATURES

In witness whereof each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 27th day of September, 2016.

**FOR THE LONDON DISTRICT
CATHOLIC SCHOOL BOARD**

**FOR THE ASSOCIATION OF
PROFESSIONAL STUDENT
SERVICES PERSONNEL**

Jem Van
H. K...
R Jones
J. Desjardins

Susana Pelloni
[Signature]
[Signature]

LETTER OF UNDERSTANDING - I

- Between -

The London District Catholic School Board
(Hereinafter referred to as the Board)

- And -

The Association of Professional Student Services Personnel
(hereinafter referred to as the Association)

RE: STAFFING

The Parties note the government's intention to enhance the level of Professional and Para-Professional Supports in the elementary Pupil Foundation Grants as follows:

0.33 staff per 1,000 elementary pupils starting in 2009-2010 under this enhancement.

The Board will apply this enhancement in 2009-2010 up to the value of the Board's share of the new allocation, in the following order:

- Offset staff reductions in Professional and Para-Professional Support Staff that may otherwise have occurred between the 2008-2009 and 2009-2010 school years due to declining enrolment;
- Use all remaining funds to hire additional unionized Board-employed Professional and Para-Professional Supports in 2009-2010 up to the value of the Board's share of this new allocation to enhance direct services to students with special needs and/or at-risk students targeted to the following job categories: attendance counselors, social workers, child/youth workers and community workers, as well as professionals and paraprofessionals who provide support for special education, such as speech language pathologists and providers of psychological services. Special consideration will be given to the needs of Grade 7 and 8 students.
- The Board will share the financial analysis and calculations of this allocation with the Bargaining Unit.

Dated the 27th day of September, 2016.

**FOR THE LONDON DISTRICT
CATHOLIC SCHOOL BOARD**

**FOR THE ASSOCIATION OF
PROFESSIONAL STUDENT SERVICES
PERSONNEL**



LETTER OF UNDERSTANDING - II

- Between -

The London District Catholic School Board
(Hereinafter referred to as the Board)

- And -

The Association of Professional Student Services Personnel
(hereinafter referred to as the Association)

RE: PROVINCIAL COMMITTEES

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

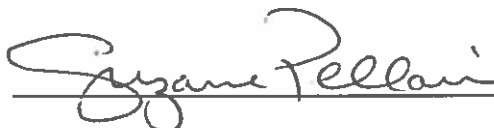
All additional expenses incurred by Association members related to work on the committees identified above will be funded by the Ministry of Education as outlined in the PDT Agreement.

Dated the 27th day of September, 2016.

**FOR THE LONDON DISTRICT
CATHOLIC SCHOOL BOARD**

**FOR THE ASSOCIATION OF
PROFESSIONAL STUDENT SERVICES
PERSONNEL**





LETTER OF UNDERSTANDING - III

- Between -

The London District Catholic School Board
(Hereinafter referred to as the Board)

- And -

The Association of Professional Student Services Personnel
(hereinafter referred to as the Association)

RE: WORKING CONDITIONS

Whereas the Association understands and appreciates the rights and obligations of the Board to allocate limited resources, the Board nevertheless endeavours to provide adequate space, privacy and resources to enable employees to appropriately and ethically perform their professional duties.

Furthermore, the Board will in-service Principals and Vice-principals prior to the commencement of the school year for the term of this agreement as to the roles of the Professional Student Services Personnel and as to the preferred working conditions for Association members.

APSSP to be consulted on work spaces being considered for its members prior to any decision being made.

Dated the 27th day of September, 2016.

**FOR THE LONDON DISTRICT
CATHOLIC SCHOOL BOARD**

**FOR THE ASSOCIATION OF
PROFESSIONAL STUDENT SERVICES
PERSONNEL**





LETTER OF UNDERSTANDING - IV

Letter of Understanding

BETWEEN:

The London District Catholic School Board

-and-

The Association of Professional Student Services Personnel

Effective September 1, 2010 the following represents enhancements to those benefits outlined in Article 8 Benefits of the Collective Agreement and or the September 3, 2009 Benefit Plan Booklet. These enhancements have been agreed to between the parties on a go forward basis as per the PDT (May 1, 2008). The base provisions of Article 8 are not impacted by this enhancement.

The enhancements to the Benefits are as follows:

Enhancement	Coverage
Physiotherapy	\$400 every 12 months
Massage Therapy	\$400 every 12 months
Chiropractor	\$400 every 12 months
Psychologist	\$1,800 every 12 months
Naturopath	\$400 every 12 months
Eye Exam	\$100 every 24 months
Vision (include laser option)	\$400 every 24 months
Audio	\$2,200 every 24 months
Wigs	\$800 per lifetime
Acupuncture	\$500 every 12 months

LTD will increase to \$6750 from \$4,500 at the date of signing.

For clarification implants are included under Article 8.02 Dental Major Restorative coverage currently in the Collective Agreement.

Dated this 26th day of May, 2011 at London, Ontario.

For the Board:

Joseph D. Duce
M. Bell

For the Association:

Joseph A. Duce
Joseph A. Duce