



**ST. CLAIR CATHOLIC  
DISTRICT SCHOOL BOARD**  
*Lighting the Way ~ Rejoicing in Our Journey*



Association of Professional Student Services Personnel

## **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD**

**AND THE**

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

**SEPTEMBER 1, 2014 TO AUGUST 31, 2017**

*The Collective Agreement consists of two parts.  
Part "A" consists of provisions respecting Central Issues.  
Part "B" consists of provisions with respect to Local Issues and certain Central Issues.*

**September 1, 2014 to August 31, 2017**

**PART A – CENTRAL TERMS**

Between

**Education Workers' Alliance of Ontario**

And

**The Council of Trustees' Associations**

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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.
- g. Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.
- h. All settlements and arbitration decisions shall be translated into English or French, as applicable.

#### **C4.3 French Language**

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

#### **C.4.4 The grievance shall include:**

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

#### **C.4.5 Referral to the Committee**

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- d. If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may within a further 10 days, refer the grievance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

#### **C.4.6 Voluntary Mediation**

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

#### **C.4.7 Selection of Arbitrator**

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

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

## **C5.00 BENEFITS**

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

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

Post Participation Date, the following shall apply:

### **C5.1 Funding**

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

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

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

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

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

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

## **C6.00 SICK LEAVE**

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

#### **Definitions:**

The definitions below shall be exclusively used for this article.

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

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

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

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

**“Casual Employees”** means,

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

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

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

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

#### **a) Sick Leave Benefit Plan**

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

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

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

**b) Sick Leave Days Payable at 100% Wages**

**Permanent Employees**

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

**Employees on Long Term Supply Assignments**

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

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

**Permanent Employees**

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

**Employees on Long Term Supply Assignments**

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

#### **d) Eligibility and Allocation**

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

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

#### **Permanent Employees**

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

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

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

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

#### **Employees on Long Term Supply Assignments**

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

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

Where the length of the long term supply assignment is not known in advance, a projected length must be determined at the start of the assignment in order for

the appropriate allocation of sick leave/short term disability leave to occur. If a change is made to the length of the assignment, an adjustment will be made to the allocation and applied retroactively.

**e) Refresh Provision for Permanent Employees**

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

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

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

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

**f) WSIB & LTD**

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

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date

of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short term leave and disability plans.

**g) Graduated Return to Work**

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

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

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

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

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

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

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



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

**h) Proof of Illness**

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

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

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

**i) Notification of Sick Leave Days**

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

**j) Pension Contributions While on Short Term Disability**

Contributions for OMERS Plan Members:

When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to

deduct and remit OMERS contributions based on 100% of the employee/plan member's regular pay.

Contributions for OTPP Plan Members:

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

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

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

This top-up is calculated as follows:

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

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

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

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

## **C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

### **C7.1 Preamble**

The Council of Trustees' Associations (CTA) and Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario (EWAO-ATEO) agree to establish a joint Central Labour Relations Committee (Committee) to

promote and facilitate communication between rounds of bargaining on issues of joint interest.

## **C7.2 Membership**

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

## **C7.3 Co-Chair Selection**

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

## **C7.4 Meetings**

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

## **C7.5 Agenda and Minutes**

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

## **C7.6 Without Prejudice or Precedent**

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

### **C7.7 Cost of Labour Relations Meetings**

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

### **C8.00 EWAO-ATEO MEMBERS ON PROVINCIAL COMMITTEES**

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

### **C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS**

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

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

### **C10.00 CENTRAL BARGAINING**

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

### **C11.00 STATUTORY LEAVES OF ABSENCE/SEB**

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

- a) Family Medical Leave or Critically Ill Child Care leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).

- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

### **Supplemental Employment Benefits (SEB)**

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

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

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

Pursuant to b) above, the following will apply:

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

**APPENDIX A**

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

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

## **APPENDIX B**

### **Sick Leave Credit-Based Retirement Gratuities (where applicable)**

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

### **Other Retirement Gratuities**

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



# **LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**Re: Status Quo Central Items**

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

Items:

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

## LETTER OF AGREEMENT #2

### BETWEEN

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

### AND

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

### Re: Status Quo Central Items Requiring Amendment and Incorporation

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

#### **PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB**

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

#### **Common Central Provisions**

##### **Maternity Benefits/SEB Plan**

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

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

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

### **Short Term Paid Leave Plans**

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

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

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

### **WSIB TOP-UP**

Where a class of employees was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from

sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.

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

### **RETIREMENT GRATUITIES**

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

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

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

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

### **SICK LEAVE TO BRIDGE LONG TERM DISABILITY WAITING PERIOD**

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

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

## **LETTER OF AGREEMENT #3**

**BETWEEN**

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

**AND**

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

**Re: Job Security**

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

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

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

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

## **LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**Re: Professional Development**

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

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

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

## **LETTER OF AGREEMENT #5**

### **BETWEEN**

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

### **AND**

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

### **RE: Scheduled Unpaid Leave Plan**

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

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

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

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

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

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



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

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

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

This Letter of Agreement expires on August 30, 2017.

## **LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

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

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

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

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

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

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

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

**LETTER OF AGREEMENT #7**

**BETWEEN**

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

**AND**

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

**Re: Sick Leave**

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

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

## **LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

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

**AND**

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

**AND**

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

**AND**

**The Crown**

**RE: Benefits**

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

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

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

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

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

### **1.0.0 GOVERNANCE**

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

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

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

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

### **2.0.0 ELIGIBILITY and COVERAGE**

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

### **3.0.0 FUNDING**

### **3.1.0 Start-Up Costs**

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

### **3.2.0 On-Going Funding**

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

- a) If available, the paid premiums or contributions or claims costs of each group; or
- b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

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

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

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

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.

- b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;

- i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.

Total Cost excludes retiree costs.

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

- ii) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.

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



shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

- i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31<sup>st</sup> of each year.
- j. Funding previously paid under 3.2.9 (b), (d), (e) and (f) above will be reconciled to the agreed October 31<sup>st</sup> and March 31<sup>st</sup> 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.

**September 1, 2014 to August 31, 2017**

**PART B – LOCAL AGREEMENT**

Between

**St. Clair Catholic District School Board**

And

**Association of Professional Student Services Personnel (APSSP)**

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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

- 1.01 It is the desire of both parties to this Agreement to provide, for a harmonious relationship between the employer and the Union and with co-operation provide the highest quality of educational service.
- 1.02 The St. Clair Catholic District School Board and the Association of Professional Student Services Personnel are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly-funded education.

## **ARTICLE 2 – DISCRIMINATION/HARASSMENT**

- 2.01 The parties agree to comply with their obligations under the Ontario Human Rights Code. The parties further recognize that, under s.48(12)(j) of the Labour Relations Act, an arbitrator has the power to interpret and apply the Human Rights Code.
- 2.02 The Board agrees that there shall be no discrimination, interference or coercion exercised or practiced with respect to any employee by reason of his/her membership or activity in the Association.

## **ARTICLE 3 – DEFINITIONS**

- 3.01 In this agreement:
- a) “Board” and “employer” mean the St. Clair Catholic District School Board;
  - b) “Association” means the Association of Professional Student Services Personnel (Provincial), and “Chapter” means the St. Clair Chapter (Local) of the Association;
  - c) “employee” and “employees” mean any or all of the employees in this bargaining unit as provided for in Article 5.01;
  - d) “working days” and “days” mean any day that is a regular working day for members of this bargaining unit;

## **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 a) It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement and subject to all relevant Provincial and Federal statutes.



- b) The Board agrees that its rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable and non-discriminatory.
- c) All rights not expressly granted hereunder are reserved to the Board. The Board shall retain all other rights, privileges and discretions here before vested in it. It is understood and agreed, however, that the aforesaid rights are subject to, but only to, such restrictions governing the exercise of those rights as are expressly provided in this Agreement. The Board agrees that in the exercise of its management rights it shall not act in bad faith.
- d) The exercise or non-exercise of rights hereby retained by the Board shall not be deemed to waive such rights or the right to exercise them in some other way in the future.

## **ARTICLE 5 - RECOGNITION NEGOTIATION AND COMMITTEES**

### 5.01 Bargaining Unit:

The employer recognizes the Association as the sole and exclusive bargaining agent for all professional student services personnel employed by the St. Clair Catholic District School Board, save and except supervisors, persons above the rank of supervisor, principals, vice-principals, teachers and occasional teachers as defined under the Education Quality Improvement Act, 1997.

For the purpose of clarity, professional student services personnel includes Sign Language Interpreters / Education Interpreters, Child and Youth Workers/Behaviour Resource Facilitators, Speech - Language Pathologists, Social Workers, Psychometrists, ABA Specialist, and Aboriginal Support Worker.

- 5.02 a) The Board shall not engage or assign any employee of the Board not covered by the Bargaining Unit to perform job functions carried out by the employees covered by this Collective Agreement.
- b) The employer agrees not to contract out bargaining unit work that will result in the lay-off of a bargaining unit employee.

The Association acknowledges that the Board has a current practice of contracting out psycho-educational assessments.

- 5.03 The Association shall advise the employer in writing of the names of the members of the Association Executive and all officially recognized Committee Members within seven (7) days of the election of such Officers or Committee Members as well as the effective dates of their respective appointments. The employer shall not be required to recognize such persons until so notified.

5.04 Union Committees:

For the purpose of negotiations between the parties, the Board shall recognize a Negotiating Committee of up to three (3) members of the Association, plus an outside consultant if desired. Meetings held between the parties for the purpose of negotiating renewals to this collective agreement will be held after normal working hours unless otherwise mutually agreed by the parties. Committee members will suffer no loss in pay or benefits for time spent during normal working hours in such meetings, up to and including conciliation.

5.05 No more than two (2) members of the Grievance Committee shall meet with the employer at any one time.

5.06 The Association acknowledges that the Association member's first obligation is to the performance of his or her regular duties. No member of the Association will leave his or her regular duties to perform Association business without first obtaining permission of the senior administrator responsible for Human Resource Services or designate (such permission shall not be unreasonably withheld), nor shall they absent themselves from their work for more time than is reasonably necessary. Association business carried out during normal working hours shall be recorded in the Board's electronic attendance reporting tool.

5.07 Time Off For Meeting:

The Chapter may appoint or otherwise select up to two (2) members to constitute a Grievance Committee. The Board will recognize members of this Committee upon notification under Article 5.03, for the purposes set out in the Grievance and Arbitration procedures of this agreement. Committee members attending mutually arranged discipline meetings and/or grievance meetings shall suffer no loss in pay or benefits for time spent in such meetings with the employer.

5.08 It is agreed that the Chapter and the employees will not engage in Chapter activities during work hours or hold meetings at any time on Board premises without obtaining prior permission of the senior administrator responsible for Human Resource Services or designate.

5.09 The employer recognizes that reasonable time spent by Grievance Committee members for the processing of grievances during an employee's regular working hours shall be without loss of pay or benefits. In no case shall time spent at meetings outside of an employee's regular working hours be with pay or considered as time worked for the purposes of this Agreement.

5.10 Joint Liaison Committee

In the event that there is a matter or issue of concern, the President of the Association will advise Human Resource Services of the concern or issue in writing. The senior administrator responsible for Human Resource Services or designate, and the Principal - Special Education or designate, shall meet with the President or designate and one other Association representative to discuss the

matter, and take such action as the Board feels is appropriate in the circumstances. It is agreed that there will be a minimum of two (2) meetings per year with the option of mutually agreeing to additional meetings.

#### **ARTICLE 6 – CHECK-OFF OF UNION DUES**

- 6.01 The employer agrees to deduct each pay from the wages of each employee in the Association, a specified percentage equivalent to the dues rate determined by the Association. The Association shall provide to the employer notification of any adjustments to dues in writing. The employer requires a minimum of ten (10) working days from date of receipt of notification to effect any such change.
- 6.02 Amounts deducted hereunder will be remitted to the Treasurer of the Association by direct deposit.
- 6.03 At the same time as the dues remittance, the employer shall furnish the Association with a list of employees and their individual Association deductions.
- 6.04 The Association shall indemnify and save the employer harmless for any claims, suits, judgements, attachments and from other forms of liability as a result of the employer making any deductions in accordance with the foregoing, and the Association will make refunds directly to all employees from whom a wrongful deduction was made.

#### **ARTICLE 7 – HEALTH AND SAFETY**

- 7.01 Health and Safety shall be governed by the applicable provisions of the Occupational Health and Safety Act and a member of the bargaining unit shall participate in the Joint Health and Safety Committee.

#### **ARTICLE 8 - CORRESPONDENCE**

- 8.01 All correspondence between the parties arising out of this Agreement shall pass to and from the Human Resource Services Department and the President of the Chapter.
- 8.02 The Chapter President shall receive notification of all lay-offs, recalls, terminations, new hires and leaves of absence.
- 8.03 Bulletin Boards  
The Board will provide bulletin board space at mutually agreeable locations in Sarnia and Chatham for the use of the Chapter and for posting of Board notices applicable to the employees.

## **ARTICLE 9 – PERSONNEL FILES**

- 9.01 An employee shall have the right to reasonable access during normal business hours for the purpose of reviewing his/her personnel file in the presence of a Board official or his/her designate. The employee may reasonably request a copy of any material contained in these files.
- 9.02 If the employee disputes the accuracy of the contents of his/her file or the appropriateness of the inclusion of an item in his/her file he/she can request in writing the removal of the specified material. If the Board does not grant the request, a copy of the request will be appended to the specified material.
- 9.03 An employee shall be notified in writing of any performance or disciplinary related material added to his/her file, and a copy shall be given to the employee.
- 9.04 After twenty-four (24) months following the issuance of any letter of discipline or adverse report, provided that there has been no recurrence of that or a similar incident in the same time period, the employee may request, in writing, to the senior administrator responsible for Human Resource Services, that such notice of discipline be removed from the employee's personnel file. The senior administrator responsible for Human Resource Services shall review the request and notify the employee and the Association of the decision.

## **ARTICLE 10 – GRIEVANCE / ARBITRATION PROCEDURE**

### 10.01 Definition:

a) A "grievance" shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, between the employee, group of employees or APSSP and the Board.

a) A "party" shall be defined as:

- i) APSSP;
- ii) the Board

b) "Days" shall mean school days unless otherwise indicated.

### 10.02 Informal Stage:

The employee or group of employees, and/or an APSSP representative will attempt to resolve a grievance by informal discussion with the immediate supervisor prior to initiating the formal grievance.

### 10.03 Formal Stage:

#### Step 1

- a) APSSP, at the written request of an employee or group of employees desiring to submit a grievance and with the approval of APSSP, shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicating the relief sought and signed by the grievor(s) and/or APSSP as the case may be and shall send the same to the senior administrator responsible for Human Resource Services or designate, within twenty (20) days from the time of the occurrence of the circumstances giving rise to the grievance or when the employee ought reasonably to have become aware of the circumstances giving rise to the grievance under this collective agreement.
- b) The senior administrator responsible for Human Resource Services or designate, shall meet with the grievor(s) and the representative(s) within ten (10) days from the receipt of the grievance. The senior administrator responsible for Human Resource Services or designate shall forward the written decision to APSSP within five (5) days of such meeting.

#### Step 2

- a) Failing settlement at Step 1, the grievor(s) and/or APSSP shall submit the grievance, in writing, to the Director of Education or designate within five (5) days of receiving the decision at Step 1.
- b) The Director of Education or designate, shall meet with the grievor(s) and APSSP representative(s) within ten (10) days from the receipt of the grievance. The senior administrator responsible for Human Resource Services or designate may be present if so required by the Director of Education. The Director of Education or designate shall forward a written decision to APSSP within five (5) days of such meeting.

#### Step 3

If no settlement is reached, APSSP may submit the grievance to arbitration within ten (10) days of receipt of the response as follows:

- a) Board of Arbitration: A grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within ten (10) working days inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall within five (5) working days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

If either party fails to appoint a nominee to the Arbitration Board, the other party may request the Minister of Labour to refer the grievance to a single arbitrator.

- b) Single Arbitrator: Upon agreement of the parties a grievance may be submitted to a single arbitrator, and APSSP will indicate the name or names of its suggested arbitrator(s) to the Board. Within ten (10) working days thereafter, the other party shall respond in writing indicating their agreement to the arbitrator or suggesting another name or names. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.
- c) Powers of the Board of Arbitration: An arbitrator or an arbitration Board, as the case may be, has the powers of an arbitrator or arbitration Board under the Labour Relations Act. The time lines in the grievance and arbitration provisions are mandatory.
- d) Decision of the Arbitrator or Board of Arbitration: An arbitrator shall give a decision within thirty (30) calendar days, and a Board of Arbitration shall give a decision within sixty (60) calendar days, or as soon as possible after hearings on the matter submitted to arbitration are concluded. The decision of the Arbitrator or Board of Arbitration shall be final and binding and enforceable on all parties.
- e) Expenses of the Arbitrator or Board of Arbitration: Both parties agree to pay one-half (50%) of the fees and expenses of the single arbitrator. In the case of an arbitration Board, the parties agree to pay the fees and expenses of their respective appointees and one-half (50%) of the fees and expenses of the chair of the arbitration board.
- f) Policy Grievance: APSSP and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. Such policy grievance shall be presented at Step 2 to the APSSP President or the Director of Education or designate, as the case may be, and must be filed within twenty (20) days of the occurrence of the circumstances giving rise to the grievance or when APSSP or the Board ought reasonably to have become aware of the circumstances giving rise to the grievance under this collective agreement.
- g) i) Grievance Mediation: Nothing in this Article precludes the parties from mutually agreeing to mediation – arbitration under section 50 of the Labour Relations Act.

- ii) Expedited Arbitration: Either Party may utilize the expedited arbitration provisions of the Labour Relations Act in accordance with section 49 of the Act.
- h) Other:
  - i) All time limits herein for the grievance and arbitration procedure may be extended only upon written consent of the parties.
  - ii) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.
  - iii) Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.
  - iv) Records of any grievance shall be kept in a file separate from the personnel files of an individual employee.

## **ARTICLE 11- PROBATIONARY AND TEMPORARY EMPLOYEES**

### Probationary Period

11.01 An employee hired on a probationary basis is employed on probation for one (1) year or ten (10) consecutive months of employment (excluding July and August) or such lesser period as may be determined by the Board. The probationary period may be extended for an additional year (1) or ten (10) consecutive months of employment (excluding July and August) upon agreement between the Board and APSSP. The release of a probationary employee during or at the end of such probationary period shall be in accordance with the just cause provisions.

### Temporary Employees

11.02 A temporary employee is either an employee who is hired to replace an absent permanent or probationary employee or an employee who is hired during the posting period in accordance with Article 26.01 (Job Postings).

11.03 The employer will notify the Association of the hiring of a temporary employee as soon as practicable.

11.04 A temporary employee shall be entitled to all the rights and provisions of this Agreement, excluding: Article 11.01 (Probationary Employees); and Article 15 (Seniority).

11.05 The just cause standard for the discipline or discharge of a temporary employee shall be substantially less than the corresponding standard for a permanent or probationary employee.

11.06 If a temporary employee, who has been employed in a job classification for at least ten (10) consecutive months, is subsequently hired into a vacancy in the same job classification without a break in service, five (5) months of service will be credited towards the completion of the probationary period.

11.07 If a temporary employee, who has been employed in a job classification for at least ten (10) consecutive months, is subsequently hired into a vacancy in the same job classification without a break in service, he/she will receive service credit for purpose of calculating increments on the grid.

## **ARTICLE 12 - NEW POSITIONS**

12.01 The establishment of a job description for a new position shall be the responsibility of the Board and each time a position is created or changed, the job description shall be forwarded electronically to the President of the Bargaining Unit and to the incumbent.

12.02 When the Board creates a new position appropriate to the Bargaining Unit, it shall meet with the Chapter to review the responsibilities and negotiate an appropriate salary.

## **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 Board policy and/or procedural guideline would place an employee in violation of such employee's Professional Code of Ethics, the Board agrees to exempt such employee from its application.

## **ARTICLE 14 - DISCIPLINE, SUSPENSION, DISCHARGE**

14.01 The Association recognizes the right of the Board to manage, direct, promote, demote, discipline and commend all employees according to the principles of just cause. For the purpose of this agreement, an employee may be reprimanded by his or her immediate supervisor and/or supervisory officer either verbally and/or in writing. A copy of any written reprimand shall be given to the employee. The employee has the right to respond in writing to a written reprimand and to have this response appended to the reprimand when the reprimand is placed in the employee's file.

14.02 A claim by an employee that he or she has been unjustly discharged or suspended, may be the subject of a grievance, if a written statement of such grievance is filed at Step 2 of the grievance procedure within twenty (20) working days of the receipt of suspension or discharge. All other discipline grievances shall be filed at Step 1.



- 14.03 An employee who is subject to any discipline or to 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 at least twenty-four (24) hours in advance of his/her right to representation and as to the nature of the meeting.
- 14.04 The employer will provide written reasons for any discipline, to the employee and to the Chapter within five (5) working days of the date of the discipline.

## **ARTICLE 15 - SENIORITY**

- 15.01 The seniority of an employee shall be defined as the length of continuous service in the Bargaining Unit since the last date of hire and shall include service with the predecessor employer of Lambton and Kent prior to certification. Seniority shall only be credited to the date of hire upon the satisfactory completion of the required probationary period. It is further agreed that time worked as a temporary employee shall only be considered in calculating the seniority date where there is no break in service from temporary status to permanent status. For purposes of clarification, the Christmas, mid – winter, and summer break periods, shall not constitute a break in service.
- 15.02 Seniority will continue to accumulate while the employee is:
- a) working for the employer;
  - b) in receipt of sick pay;
  - c) on an approved leave of absence with pay including on W.S.I.B. and L.T.D.
  - d) on maternity, parental or adoption leave;
  - e) absent from work on vacation or paid holidays as provided for in this Agreement;
  - f) on an approved leave of absence without pay for a leave of less than 30 days.
- 15.03 Seniority shall be retained but not accumulated when an employee is:
- a) on an approved leave of absence without pay for a period greater than 30 days; or
  - b) on lay-off for a period not exceeding twenty-four (24) months.
- 15.04 The seniority of an employee shall be lost and employment automatically terminated if the employee:
- a) resigns in writing;
  - b) is retired;
  - c) is discharged for just cause unless such discharge is reversed through the grievance/arbitration process;
  - d) does not perform work for the employer for a period of twenty-four (24) months in the case of a lay-off;
  - e) after being laid off, fails to return to work in accordance with Article 16.

- 15.05 The Board shall maintain a single seniority list for the Bargaining Unit, setting out the names of the employees and seniority date based on the length of service since the last date of hire as outlined in Article 15.01.
- 15.06 The Board will provide a seniority list to the Chapter by November 30<sup>th</sup> of each year. Such list will include all members of the bargaining unit employed as of September 30<sup>th</sup> of that year.
- 15.07 Where two or more employees in the same job classification have the same seniority, their ranking shall be determined as follows:
- a) Total accumulated days of experience with the Board in the applicable job classification;
  - b) If a tie still exists, selection by lottery conducted jointly by the parties.

## **ARTICLE 16 - LAY-OFFS AND RECALL**

### 16.01 Definition of Lay-Off:

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

### 16.02 Role of Seniority in Lay-Off:

Both parties recognize that job security shall increase in proportion to length of service. For purposes of clarity, the existing classifications are: a) Speech-Language Pathologist; b) Social Worker; c) Child Youth Worker/Behaviour Resource Facilitator; d) Interpreter; e) ABA Specialist; f) Aboriginal Support Worker. In the event of a lay-off, employees shall be laid off in the reverse order of their classification seniority. An employee about to be laid off may bump an employee with the least seniority in another job classification, providing the employee exercising the right has the qualifications, skills and ability to perform the work.

### 16.03 Advance Notice of Lay-Off:

Unless legislation is more favourable to the employees, the employer shall notify employees who are to be laid off thirty (30) calendar days prior to the effective date of lay-off. Employees will be notified no later than May 31<sup>st</sup> in the case of layoffs to take effect at the commencement of the following school year.

### 16.04 Recall Procedure:

- a) Permanent employees shall be recalled in order of seniority followed by probationary employees in order of date of hire, provided they have the qualifications, skills and ability to perform the work of the available position. The employer shall keep the laid off employees informed of all vacancies in the Bargaining Unit.

- b) Employees shall be notified by registered mail to their last known address and must respond within ten (10) working days of date of notice. Failure to do so will result in employee's loss of seniority rights, unless proof satisfactory to the employer, is submitted to substantiate that he or she cannot return for reason of illness or temporary absence from the employee's designated address. The employer must be notified in writing in advance of the temporary absence.
- c) The employee is responsible for keeping the Board advised of his or her current address.

**16.05 No New Employees:**

New employees shall not be hired until those laid off have been given an opportunity of recall in accordance with Article 16.04 (Recall Procedure).

16.06 No permanent employee shall be laid off while a probationary or temporary employee is employed at a job in that employee's classification, or at a job in the bargaining unit for which that employee has the qualifications, skills and abilities to perform the work.

16.07 Prior to any lay-off notices being provided to affected employees, the employer will meet with the Association Executive to explain the reason for the lay-off and the procedures to be implemented.

**ARTICLE 17 - HOURS OF WORK**

(see also C9.00 "Attendance at Mandatory Meetings/School Events" in Part A)

17.01 Normal hours of work shall be thirty-five (35) hours per week, five (5) days per week, with one hour per day set aside for lunch. Notwithstanding this, however, professional obligations for these employees will require additional hours to be worked over and above the hours specified above, to attend meetings, prepare reports to meet parent and student needs or any other professional activities related to the job.

17.02 The Board shall have the right to vary the daily hours of work when the better operation of the system requires it.

17.03 Nothing in this Agreement, and notwithstanding Article 17.02 shall be construed as a guarantee of hours of work per week or as a guarantee of work schedule.

17.04 The work year for ten (10) month employees is the school year as defined by the Education Act.

17.05 The work year for the ABA Specialist shall consist of twelve (12) months.

## **ARTICLE 18 - PAID HOLIDAYS, VACATION AND VACATION PAY**

18.01 For all permanent employees, the following specified days, or days observed in lieu thereof, shall be recognized as holidays and deemed to be included in compensation:

Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day.

Two weeks at Christmas Break, as defined by the Board Calendar, inclusive of Statutory Holidays.

18.02 Paid holidays for employees who work temporary will be administered in accordance with The Employment Standards Act as amended from time to time.

18.03 For ten (10) month employees, the mid-winter break period is deemed to be included in the compensation.

18.04 a) For permanent twelve (12) month employees, vacation entitlement shall be credited on a monthly basis. Vacation time off with pay will be allocated upon completion of each entitlement period calculated from the employee's date of hire to a permanent position in accordance with the following schedule:

Under 1 Year - 10 days pro-rated according to experience

After 1 Year - 2 Weeks

After 3 Years - 3 Weeks

After 8 Years - 4 Weeks

After 13 Years - 5 Weeks

After 19 Years - 6 Weeks

b) As of August 31 annually, the maximum vacation accrual is five (5) days.

c) Vacation time with pay must be taken as mutually agreed between the employee and appropriate supervisor in order to meet the needs of the Board.

d) Temporary twelve (12) month employees shall receive vacation pay equal to 4% of earnings on each pay.

e) In the event that an employee is on L.T.D., in receipt of benefits from the W.S.I.B., on a leave of absence without pay, or on layoff, vacation pay and vacation time off does not accrue and will be pro-rated unless otherwise legislated.

## **ARTICLE 19 - SICK LEAVE**

(see also C6.00 "Sick Leave" and Letter of Agreement #7 in Part A)

Note: Portions of this article have been highlighted in grey only to help provide clarity, as the language may be superseded by language in Part A.

- 19.01 An employee who is unable to work due to legitimate personal illness, disability, medical, dental or specialist appointments, or accident, for which compensation is not payable under The Workplace Safety Insurance Act, shall be entitled to sick leave with pay during the period of his or her inability to work to the extent that he or she has unused accumulated sick leave credits pursuant to the terms of this Article. In the case of a long term disability (L.T.D.) the employee shall be entitled to sick leave with pay to the extent of the L.T.D. elimination period (120 days) or unused accumulated sick leave credits, whichever is less. Medical, dental or specialist appointments should be scheduled whenever possible outside normal working hours. In the event that this is not possible, the employee must advise his or her immediate supervisor prior to taking the appointment.
- 19.02 Permanent and probationary full-time ten (10) month employees who are actively employed will be granted two (2) days of sick leave credits per month, effective the first scheduled work day of the month. This benefit will be pro-rated if the employee works less than full time.
- 19.03 The unused portion of an employee's sick leave shall accrue for his or her future use to a maximum of two hundred and forty (240) days. New employees who previously accumulated credits in a sick leave plan with another School Board, or employer as designated in the Education Act, shall have credits transferred to this Board, to a maximum of one hundred (100) days. Each pay statement provides the remaining balance of sick days.
- 19.04 Employees who are unable to attend work, and who do not have sick leave days to their credit, shall be placed on leave of absence to a maximum of two years or two years from the commencement of L.T.D. benefits, unless resignation by the employee occurs prior to the two years.
- 19.05 Deductions from Sick Leave:  
A deduction shall be made from accumulated sick leave for all working days absent for the reasons set out in Article 19.01. Absence for less than a full day shall be deducted in the proportion of the absence to the total number of hours in the work day.

19.06 There shall be no financial conversion of unused sick leave credits. Accumulation of sick leave credits will cease upon termination of employment or when in receipt of L.T.D. benefits and no remuneration will be given in lieu of remaining credits.

19.07 W.S.I.B.

a) Where an employee is absent from work as a result of a workplace injury the Board will continue to pay the employee their regular pay for a maximum of twenty (20) working days following the date of the accident. Payment for absences beyond the twenty (20) working days specified above shall be made directly to the employee by the W.S.I.B. Where W.S.I.B. has not approved a claim for benefits, an employee will only be permitted to access unused sick leave credits where appropriate medical documentation is provided to the employer to support the absence.

b) When the employee is accepted for W.S.I.B. benefits, the amount of benefits paid by W.S.I.B. for the period the Board continued payment of wages to the employee shall be directed to the Board. The employee's sick bank shall be charged with the difference between the employee's regular wage and the amount awarded by W.S.I.B.

c) Sick leave credits will be earned and accumulated for W.S.I.B. absences of thirty (30) calendar days or less.

19.08 At any meeting to discuss the early and safe return to work of an ill or injured employee, the employee shall be entitled to Association representation, and the Board shall so advise the employee. At the option of the employee, an Association representative shall be present at the meeting.

**ARTICLE 20 - LEAVE OF ABSENCE**

(see also C11.00 "Statutory Leave of Absence/SEB" and Letter of Agreement #5 in Part A)

20.01 Pregnancy, Parental and Adoption Leave:

a) Pregnancy, parental and adoption leaves shall be in accordance with the *Employment Standards Act*. The current, relevant provisions of the Act are appended to this collective agreement. These provisions do not form a part of the collective agreement and are appended for informational purposes only.

b) An employee on pregnancy leave may access either the Supplementary Employment Benefits (SEB) Plan in 20.01 c) or the Post-Partum sick leave provision in 20.01 d), but not both.

#### Supplementary Employment Benefits (SEB) Plan

- c) The Board shall provide for members on Pregnancy Leave, a Supplementary Employment Insurance Plan approved by Human Resources Development Canada. The plan will pay an amount equal to one hundred (100%) percent of the employee's salary for the two (2) week waiting period prior to the commencement of Employment Insurance Pregnancy Leave Benefits (EI). The supplementary payment from the Board will be payable to the employee only for those days during the two (2) week waiting period which fall on regular school days (maximum ten (10) days). The employee must provide proof from EI that an unpaid waiting period has been served.

In addition, the plan will pay an amount equal to one hundred (100%) percent of the employee's normal weekly earnings minus the Employment Insurance Pregnancy Leave Benefits for six weeks subsequent to the two (2) week waiting period. The combined weekly level of EI benefits, post-partum payments and other earnings will not exceed one hundred (100%) percent of the employee's normal weekly earnings. The supplementary payments from the Board will be payable to the employee only for those days which fall on regular school days (maximum thirty (30) days). The employee must provide proof of the amount of EI benefits.

#### Post-Partum Sick Leave

- d) An employee going on Pregnancy Leave may request sick leave for any school days that occur during the six week period immediately following the date of delivery as long as the employee has the number of sick days requested in her sick leave account. Should a delivery or pregnancy related medical issue develop during that specified period of time, the employee may be eligible for further uninterrupted sick leave provided acceptable medical evidence is supplied by an accredited medical authority. It is understood that time on sick leave in these circumstances counts as time for purposes of Pregnancy Leave.
- e) Upon application from an employee on pregnancy or parental leave, the Board shall grant an extension of the leave of up to the end of the school year in which the extension would commence. The Board may in its discretion grant an extension beyond that date. The return date shall be clearly stated prior to the commencement of the extended leave.
- f) The employee shall be eligible to remain in the Group benefits in accordance with the *Employment Standards Act* provided the employee continues to pay his or her share of the premium costs. The employee shall pay 100% of the premium costs for the period of the leave in excess of that required by the *Employment Standards Act*. In this Article, employee contributions shall be paid by preauthorized direct debit from the employee's bank account.

- g) An employee shall be granted a special leave without deduction from salary for one day for needs related to the birth/adoption of a child.
- 20.02 On return from an approved leave of absence, every reasonable effort shall be made to place the employee in his or her former position. If the former position no longer exists, he or she shall be placed in a position in accordance with Article 16 (Lay-Offs and Recall).
- 20.03 The employer agrees to grant a leave of absence to employees without loss of salary or deduction of sick leave credits for the following reasons and under the conditions stated:
- a) For absence from duty in any case where, because of exposure to a communicable disease the employee is quarantined or otherwise prevented by the order of the medical health authorities from attending to his or her duties.
  - b) For absence from duty when required to serve as a juror or when subpoenaed as a witness in any proceedings except arbitration, to which the employee is not a party or one of the persons being charged. The amount of money received by the employee for court duties exclusive of travel allowances and living expenses shall be remitted to the Board.
  - c) For absence from duty for pallbearer duty. In such cases, approval must be requested from the Immediate Supervisor and the amount of time granted shall be at his or her discretion.
  - d) For absence from duty to attend the funeral of a member of the employee's immediate family. An employee's immediate family shall mean a parent, a parent-in-law, a husband, a wife, a child, a son-in-law, a daughter-in-law, a brother, brother-in-law, a sister, a sister-in-law, a grandparent, an uncle, an aunt, or any other person who may have been as close to the employee as a member of his or her immediate family. The absence for a bereavement, shall depend on circumstances, but in no case will the number of days exceed five (5).
  - e) Upon request to the senior administrator responsible for Human Resource Services or designate, up to two (2) members of the Association at one time shall be granted a leave of absence to attend to Association business. Such leave shall not exceed an aggregate of ten (10) working days per school year with pay and without loss of benefits or seniority. Such time off shall be at a time mutually agreeable to the employee and the supervisor. However, the Association shall reimburse the employer for the salary and benefits of the members of the Association during the period of absence.



#### 20.04 Deferred Salary Leave Plan

The provisions governing Deferred Salary Leave Plans are set out in Appendix "B" to this agreement.

- 20.05 a) At the discretion of the senior administrator responsible for Human Resource Services in consultation with the immediate supervisor or designate, an allowance of up to three (3) school days of leave per year without loss of pay or sick leave credits may be granted to an employee for personal reasons. Said reasons are to be stated clearly, in writing, to the immediate supervisor or designate.
- b) The letter of application for absence from duty is to be signed by the supervisor.
- c) Emergency situations can be handled by a telephone call to the immediate supervisor or designate with a follow-up letter setting out the reasons for the absence from duty.
- d) The meaning of "personal" reasons shall include:
- i) Receiving a degree of honours.
  - ii) Writing examinations.
  - iii) Attending university or other convocation of a member of the immediate family.
  - iv) When required to register for courses at a university for professional development.
  - v) Serious illness of a member of the immediate family.
  - vi) To attend the wedding of a member of the immediate family.
  - vii) To allow for acts of nature over which one has no control.
  - viii) An employee who is absent from work due to extenuating circumstances not covered above may be granted a special leave at the discretion of the senior administrator responsible for Human Resource Services.

#### **ARTICLE 21 - BENEFITS**

(see also C5.00 and Letter of Agreement #8 in Part A)

- 21.01 Benefits apply to all Association personnel employed by the St. Clair Catholic District School Board up to age sixty-five (65). Temporary employees hired on a pre-assigned basis for a period of six (6) consecutive months of continuous service or more, shall be entitled to benefits with the exception of the Long Term Disability plan. The Board's share of premium costs will be paid on a pro-rated basis for part-time employees.

21.02 Benefit coverage for basic life, accidental death and dismemberment, extended health, dental and travel shall be provided as described in the employee benefits booklet as at April 1, 2012, located on the Board's internal website "The Staff Room". The Board shall pay 85% of the premiums.

21.03 Long-Term Disability Plan

Every employee, except for temporary employees, will participate in the long-term disability plan with an elimination period of one-hundred and twenty (120) days, with premiums paid by the employee.

21.04 Change in Carrier

The Board reserves the right to change carriers on any of the insurance coverage noted above provided the insurance maintains equal or better coverage.

21.05 Pension Plan

a) Except as provided in c) below, the employer shall participate in the Ontario Municipal Employees Retirement System pension plan. It is a condition of employment with the employer that each employee become a member of O.M.E.R.S., contributing payment as required by the system through payroll deduction. Part-time employees may participate in the Plan if they are eligible in accordance with the provisions of the Plan.

NOTE: Ten (10) month employees are not considered to be full-time in accordance with the provisions of O.M.E.R.S

b) The employer and the employee shall make contributions in accordance with the provisions of the Plan.

c) Employees who hold an Ontario teaching certificate are required to participate in the Teachers Pension Plan.

21.06 Benefits on Leave

Unpaid Leave of Absence

An employee who is on an approved, unpaid leave of absence may access/maintain the Board's benefits. The employee shall pay 100% of all premiums costs which shall be paid by pre-authorized direct debit from the employee's bank account.

Worker's Safety and Insurance Benefits

The Board will continue to pay its portion of benefits contributions for up to two years from the date of the compensable injury or illness if the employee continues to pay his/her contributions by pre-authorized direct debit from the employee's bank account. Where appropriate, the Board, in consultation with APSSP and the injured employee agrees to develop a return to work plan.

- 21.07 All of the benefits mentioned in this clause shall be as more particularly described and set forth in the respective policies of insurance. Copies of the policies shall be sent to the Union at the written request of the Union, or whenever there are any changes in the coverage provided in the policies. The Union will be given written information about any changes which have been made to the premium rates and given written information regarding changes in carriers.
- 21.08 The Board shall make available to each retired member upon retirement, and until age 65, the option of enrolling in the Board's benefit plan for retirees. The retired member shall pay 100% of the premium costs.

## **ARTICLE 22 – WAGES**

- 22.01 In accordance with the Memorandum of Settlement between EWAO-ATEO and CTA-CTE dated November 21, 2015, the salary ranges applicable under this Agreement are attached hereto as Appendix A.
- 22.02 a) The employee's annual salary is to be paid in twenty-six (26) or twenty-seven (27) equal payments as applicable, every alternate Thursday by direct bank deposit into the employee's bank account. Where twenty-seven payments apply, the Board shall withhold one twenty-sixth (1/26) of the employee's net pay from the first twenty-six (26) payments to make up the twenty-seventh payment.
- b) Pay for a temporary assignment is prorated and paid in equal payments over the duration of the assignment.
- 22.03 The pay schedule under this agreement is deemed to be a gender neutral compensation schedule for the purposes of the Pay Equity Act.
- 22.04 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 23 – SALARIES AND ALLOWANCES**

- 23.01 Allowance for Prior Experience  
Placement on the salary grid will reflect credit of one (1) increment level for each year of related experience up to the category maximum. A year of related experience shall be defined as one (1) year of relevant full time employment as determined by the employer. Years of service for initial placement on the grid shall be as of the date that the employee became permanent subject to Article 11.07.

- 23.02 Annual increments are payable on September 1 of each year, with years of service calculated as at August 31<sup>st</sup>. For ten (10) month employees, a year of service for purposes of this agreement shall be ten (10) working months. For twelve (12) month employees, a year of service for purposes of this agreement shall be twelve (12) working months.
- 23.03 Part-time employees will be paid in accordance with the annual salaries set out in Appendix A prorated to the full time equivalency worked by the employee.
- 23.04 Where an employee is required to perform their duties outside of the normal work day, the employee may request compensatory time off. Except in extenuating circumstances an employee will seek prior approval to perform their duties outside of the normal work day from the immediate supervisor or designate and in all cases will submit requests for compensatory time off to the immediate supervisor or designate.

#### **ARTICLE 24 – PROFESSIONAL DEVELOPMENT**

- 24.01 The employer and the Chapter share a desire to maintain and improve professional standards by giving employees the opportunity to participate in seminars, workshops, short courses or similar programs to keep up to date with knowledge in their respective fields.
- 24.02 The employer may provide leave with pay and full or partial payment of fees and expenses in order to permit an employee to attend professional development programs. The approval of such leave will be at the discretion of the Board and the appropriate immediate supervisor or designate.
- 24.03 Where employees are required by their professional college to pay professional fees in order to practice in the province of Ontario, the employer will reimburse them for the full amount of such fees upon proof of payment. The Board may request proof that such professional fees are mandatory.
- 24.04 The Board will continue to reimburse the membership fees to Child and Youth Workers and Interpreters as per current practice.
- 24.05 The Association shall have an ongoing opportunity through the Joint Liaison Committee to provide input on Professional Development and Training.

#### **ARTICLE 25 – TRANSPORTATION**

- 25.01 Except as provided in Article 25.03, the employer agrees to pay each employee the applicable Revenue Canada rate per kilometre for each kilometre driven in the employee's own automobile while on the employer's business provided that the employee has received authorization from the employer. An employee required to travel between two (2) or more work locations shall be entitled to travel allowance as per the foregoing. Each employee will be assigned a home base for purposes of identifying a start or finish point.

25.02 It is understood and agreed that employees using their personal cars on the employer's business shall maintain car insurance coverage in an amount not less than One Million Dollars for personal liability and public damage.

25.03 It is understood that, where convenient, the most economical and reasonable means of transportation will be used particularly when travelling outside of the District. When travel occurs outside the District, approval from the immediate supervisor is required in advance and a reduced or special rate may apply for this travel.

## **ARTICLE 26 - JOB POSTINGS**

26.01 When a vacancy of six (6) months or more occurs or a new position is created within the bargaining unit, the employer shall post the notice of the position for a period of five (5) working days and provide a copy of the notice to the Association President. The employer agrees to consider the qualifications, skills and abilities of all applicants from the bargaining unit before considering external applicants. Once the vacancy has been filled, the employer shall inform the Association of the successful applicant. During the posting period the employer may temporarily fill the posted position with a temporary employee.

26.02 In making its selection, appointment shall be made of the applicant with the greatest skill, knowledge and qualifications. If two or more applicants are relatively equal, as determined by the employer, appointment shall be made of the applicant with the greatest seniority.

26.03 During the summer months and other extended holiday time, the employer shall provide notice of job vacancies or new positions to the Association.

26.04 Where the employer decides not to fill a vacancy in the bargaining unit, the employer agrees to notify the Association in writing of this decision and the reasons for the decision.

## **ARTICLE 27 - EMPLOYER SHALL ACQUAINT NEW EMPLOYEE**

27.01 The employer agrees to provide each new employee with a copy of the current Collective Agreement.

## **ARTICLE 28 – DISTRIBUTION OF AGREEMENT**

28.01 The Board shall provide electronic copies of the collective agreement for the members within forty-five (45) days of the final signing of the collective agreement by the parties.

**ARTICLE 29 – NO STRIKE NO LOCKOUT**

- 29.01 The parties agree that there shall be no strikes and lockouts during the term of this Agreement nor shall APSSP, its officers and agents take any steps directly or indirectly to cause a strike during the duration 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.
- 29.02 Employees covered by this Agreement shall perform only their regular professional duties and shall not be required to perform duties of employees on strike or locked out.

**ARTICLE 30 – TERM OF THE AGREEMENT**

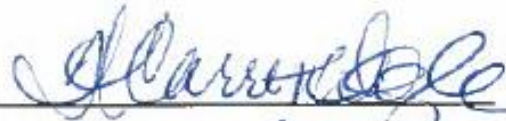

- 30.01 This Agreement shall have effect from September 1, 2014 and shall remain in effect up to and including August 31, 2017 and shall be renewed automatically from year to year thereafter unless either party gives notice in writing to the other party during the last ninety (90) days of the term of this Agreement of that party's intention to negotiate revisions hereto.
- 30.02 Amendments to this agreement must be made in writing and signed by representatives of both parties.

Dated at Wallaceburg this 15 day of November, 2016

FOR THE BOARD:

  
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FOR THE ASSOCIATION:

  
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**SALARY SCHEDULE**

**APSSP Salary Grid**

**Speech - Language Pathologists & Social Workers**

Year	1-Sep-14	1-Sep-15	1-Sep-16	1-Feb-17
0	\$58,537.36	\$58,537.36	\$59,122.73	\$59,418.35
1	\$61,105.37	\$61,105.37	\$61,716.42	\$62,025.01
2	\$63,672.12	\$63,672.12	\$64,308.84	\$64,630.39
3	\$66,238.85	\$66,238.85	\$66,901.24	\$67,235.74
4	\$68,755.69	\$68,755.69	\$69,443.25	\$69,790.46

<i>Master's Degree Allowance</i>	Effective 1-Sept-14	\$5,628
	Effective 1-Sept-15	\$5,628
	Effective 1-Sept-16	\$5,684
	Effective 1-Feb-17	\$5,712

**Interpreters**

Year	1-Sep-14	1-Sep-15	1-Sep-16	1-Feb-17
0	\$34,101.77	\$34,101.77	\$34,442.79	\$34,615.00
1	\$35,794.60	\$35,794.60	\$36,152.55	\$36,333.31
2	\$37,492.53	\$37,492.53	\$37,867.46	\$38,056.79
3	\$39,500.11	\$39,500.11	\$39,895.11	\$40,094.59
4	\$41,304.26	\$41,304.26	\$41,717.30	\$41,925.89

<i>University Degree Allowance:</i>	Effective 1-Sept-14	\$844
	Effective 1-Sept-15	\$844
	Effective 1-Sept-16	\$852
	Effective 1-Feb-17	\$856

**Child & Youth Workers / Behaviour Resource Facilitator / Aboriginal Support Worker**

Year	1-Sep-14	1-Sep-15	1-Sep-16	1-Feb-17
0	\$40,142.50	\$40,142.50	\$40,543.93	\$40,746.64
1	\$42,184.62	\$42,184.62	\$42,606.47	\$42,819.50
2	\$44,595.26	\$44,595.26	\$45,041.21	\$45,266.42
3	\$46,652.76	\$46,652.76	\$47,119.29	\$47,354.88
4	\$47,353.93	\$47,353.93	\$47,827.47	\$48,066.61

<i>University Degree Allowance:</i>	Effective 1-Sept-14	\$844
	Effective 1-Sept-15	\$844
	Effective 1-Sept-16	\$852
	Effective 1-Feb-17	\$856

**ABA Specialist**

Year	1-Sep-14	1-Sep-15	1-Sep-16	1-Feb-17
X	\$54,075.00	\$54,075.00	\$54,615.75	\$54,888.83

*Retroactivity is payable to terminated APSSP employees as per the current practice.*

**Qualification**

1. Any employee having three (3) years' seniority with the Board is eligible to participate in the Plan.

**Description**

2. Subject to the approval of the Canada Revenue Agency, the number of years over which the employee's salary is to be deferred shall be negotiated between the employee and the Director of Education, but will not exceed a six (6) year span from the commencement of the deferral of salary to the completion of the period of leave, in accordance with the Income Tax Act (Canada). The leave must be for no less than a six (6) month period.

**Application**

3.
  - a) An employee who intends on participating in the Plan must apply in writing to the Director or Education on or before January 31<sup>st</sup> requesting permission to participate in the Plan.
  - b) The application form shall set out the period in which the Plan is to be affected and the year in which the employee requests the leave.
  - c) Criteria for acceptance will be based on:
    - i) earliest applications and
    - ii) seniority
  - d) Written acceptance or denial of the employee's request with an explanation will be forwarded to the employee by April 1 in the year the application is made.
  - e) Approval of individual requests to participate in the Plan shall be at the sole discretion of the Board.
  - f) The employees cannot receive any earnings during the leave from the employer as this will disqualify the arrangement as a bona fide Salary Deferral Agreement.
  - g) In accordance with the Income Tax Act (Canada), employees must return to the employ of the employer or another employer that provides its employees the option to take a Salary Deferral Leave for a period at least equal to the duration of the leave at the end of the leave.



### **Payment formula and Leave of Absence**

4. In each year of the Plan preceding the year of the leave, the employee shall be paid an equally reduced percentage of his/her proper grid salary and applicable allowances. The remaining percentage of annual salary, not to exceed one third of their earnings in accordance with the Income Tax Act (Canada), shall be deferred and this accumulated amount plus any interest earned shall be retained for the employee by the Board to finance the year of the leave.
5. Deductions will be made each pay period and remitted once a month to the current Board bank account set up separately for each participating employee. The funds in this account will be held in trust by the Board for each contributor at the bank where the Board normally does business. On or before January 31<sup>st</sup> in the first year of the participation and each year thereafter until and including the year following the leave of absence of each participating employee, he/she shall receive from the Board a statement of principal and interest standing to his or her credit, as recorded and reported by the Bank.
6. Interest shall be credited to the account monthly, using the Minimum Lending Rate less a specified percentage established by the bank. The interest rate will be applied in accordance with banking agreement established with the Board. The Board agrees to pay the interest earned annually on the trust account at the end of each taxation year in accordance with current legislation and will recognize the earnings in amounts reported to the employee's T4. In the year of the leave, one third of the accumulated savings including undistributed interest in the current account shall be paid to the employee by September 15<sup>th</sup> and the balance by January 15<sup>th</sup> less the appropriate payroll deductions.

### **Employee Benefits**

7.
  - a) While an employee is enrolled in the Plan, and not on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received had he/she not been enrolled in the Plan, subject to any terms or restrictions of the insurance policy in effect.
  - b) An employee's benefits will be maintained by the Board during his/her leave of absence; however, the premium costs of all benefits shall be paid by the employee during the year of leave.
  - c) While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received in the year prior to

- taking the leave had he/she not been enrolled in the Plan, subject to any terms or restrictions of the insurance policy in effect.
8. The Board will make pension deductions from payments to the participant in accordance with the appropriate pension act. It is understood that OMERS will treat the year of leave as broken service which the employee could purchase at double contribution on 100% of annual salary.
  9.
    - a) Sick leave credits will not accumulate during the year spent on leave.
    - b) Seniority will continue to accumulate.
    - c) Experience for purposes of salary increment will not accumulate for the period of the leave.

### **Withdrawal from the Plan**

10. Laid off employees must withdraw from the Plan. In such case the employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan, subject to the statutory deductions required from time to time by the regulations set by Revenue Canada. Where an employee withdraws from the plan, the Board shall issue revised T4s for years in which earnings were deferred.
11. An employee may withdraw from the Plan at any time prior to March 1<sup>st</sup> of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per Section 10 above.
12. Should an employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death will be paid to the employee's estate.
13. An employee who resigns from the Board's employ, is dismissed, or otherwise ceases to be employed by the Board prior to commencement of his/her leave, shall be deemed to have withdrawn from the Plan.
14. In the event that the employee requests to delay or defer the leave of absence and the Board consents, then such leave may be postponed but under no circumstances should such delay or deferral exceed one (1) school year and the participant must take his/her leave at the end of such time or withdraw from the Plan at that time, taking into consideration the parameters previously noted.

PAY EQUITY PLAN

FOR

THE ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD  
(Hereinafter referred to at the Board)

AND

THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL – ST.  
CLAIR CHAPTER  
(Hereinafter referred to as the Association)

The parties agree that:

1. The job classes covered by this agreement shall continue to be compensated without regard to the gender of the incumbents.
2. For purposes of the Pay Equity Act:
  - 2.1 The establishment is the St. Clair Catholic District School Board
  - 2.2 The bargaining agent is the Association of Professional Student Services Personnel
  - 2.3 The bargaining unit consists of all members of the bargaining unit which includes Sign Language Interpreters/Education Interpreters, Child and Youth Workers/Behaviour Resource Facilitators, Speech – Language Pathologists, Social Workers and Psychometrists.
3. For purposes of the Pay Equity Act, the job classes are:
  - Interpreter
  - Child and Youth Worker
  - Social Worker
  - Speech and Language Pathologist
4. That all the job classes noted above are considered Female Job Classes.
5. That the negotiations and development of this Pay Equity Plan has been conducted without gender bias.
6. The parties are agreed that Pay Equity Adjustments made under this Pay Equity Plan satisfy the requirement to maintain Pay Equity which results from the amalgamation of the predecessor employers, the Kent County Roman Catholic Separate School Board and the Lambton County Roman Catholic Separate School Board.

7. That Pay Equity will be maintained by ensuring that all future collective bargaining negotiations and the determination of pay rates will be carried out free from gender bias.
8. Effective September 1, 2006 the following Pay Equity Adjustments shall be applied to each step of the respective salary grids prior to any collective bargaining adjustments on that date:

Interpreter	\$684.25
Child and Youth Worker	\$784.47
Social Worker	\$1,139.01
Speech and Language Pathologist	\$1,139.01

9. Effective September 1, 2007 the following Pay Equity Adjustments shall be applied to each step of the respective salary grids prior to any collective bargaining adjustments on that date:

Interpreter	\$715.73
Child and Youth Worker	\$820.56
Social Worker	\$1,191.42
Speech and Language Pathologist	\$1,191.42

Signed this 16th day of February 2007,

FOR THE BOARD:

FOR THE ASSOCIATION:

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## LETTER OF UNDERSTANDING # 1

### Adequate Space, Privacy and Resources

The Parties agree that all employees require access to telephone, adequate space, privacy and resources to enable them to perform their professional duties in a confidential manner. The Joint Liaison Committee will meet at the request of either Party to address any continuing concerns in this area. The immediate supervisor or designate will be included in any such meeting.

## LETTER OF UNDERSTANDING #2

### Working Agreement Meeting

The Board agrees to meet with two members of APSSP on a semi-annually basis to identify potential new external providers, review administrative mechanisms to complete a formal working agreement and to review working agreements that were completed during the school year.