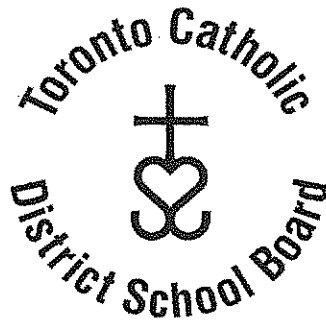


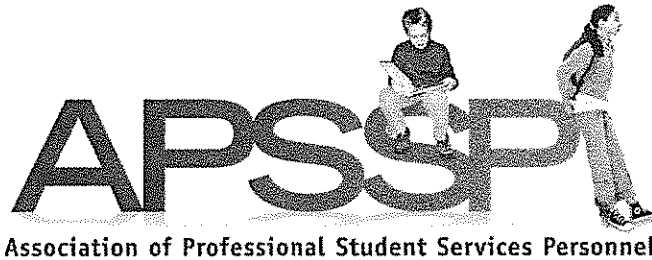
# COLLECTIVE AGREEMENT

between

Toronto Catholic District School Board



&



September 1, 2014 – August 31, 2017

Includes:

“Part A”- Education Workers Alliance of Ontario (EWAO)  
Central Collective Agreement

“Part B”- Association of Professional Student Services Personnel (APSSP)  
Local Collective Agreement

Memorandum of Understanding 2012 & 2013- Appended to “Part B”

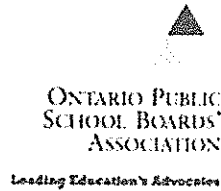
# **“PART A”**

**Education Workers Alliance of Ontario  
(EWAO)  
Central Collective Agreement**

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The Crown

On November 21, 2015, the Council of Trustees' Associations / Conseil D'Associations Des Employeurs, The Education Workers Alliance of Ontario / Alliance des travailleuses et travailleurs en éducation de l'Ontario and the Crown agreed to all central terms pursuant to the School Boards Collective Bargaining Act, 2014.

On November 30, 2015 the parties agreed that the Memorandum of Settlement, Part 11, will be amended as set out below to reflect that on September 1, 2016 and February 1, 2017, in addition to adjustments to salary grids and wage schedules, the same adjustments will be made to positions of responsibility allowances.

11 The discounted net present value of future retirement gratuities, Scheduled Unpaid Leave Plan, and 2014-2015 non-ECE grid holdback provides for increases to salaries, wages and direct compensation. Boards shall adjust their current salary grids and wage schedules in accordance with the following schedule:

- September 1, 2014
  - 0%
  
- September 1, 2015
  - Elimination of the half year delay in grid movement
  - 1% of earned wages as a part of this bargaining unit as a lump sum payment to all members covered by the collective agreement (see #12 below)
  
- September 1, 2016
  - 1% adjustment to the salary grids and wage schedules and to positions of responsibility allowances.
  
- February 1, 2017
  - 0.5% adjustment to the salary grids and wage schedules and to positions of responsibility allowances

Signed on December 14<sup>th</sup>, 2015

AFOCSC

OCSTA

OPSBA

Crown

**MEMORANDUM OF SETTLEMENT**

of all outstanding matters forming the agreement on central terms pursuant to the  
*School Boards Collective Bargaining Act, 2014*

**BETWEEN:**

**THE EDUCATION WORKERS' ALLIANCE OF ONTARIO /  
ALLIANCE DES TRAVAILLEUSES ET TRAVAILLEURS EN ÉDUCATION DE L'ONTARIO  
(hereinafter 'EWAO-ATEO')**

**AND**

**THE COUNCIL OF TRUSTEES' ASSOCIATIONS / CONSEIL D'ASSOCIATIONS DES EMPLOYEURS  
(hereinafter the 'CTA-CAE')**

**AND AGREED TO BY:**

**THE CROWN**

1. The parties and the Crown agree that this Memorandum and attached Appendix form the basis of a full and final settlement of the current round of central negotiations. The parties and the representatives of the Crown agree to recommend the terms of settlement as set out herein and in the accompanying Appendix to their respective members.
2. The attached Appendix forms part of and shall be incorporated into the collective agreements between EWAO-ATEO and the CTA-CAE.
3. Ratification of the Memorandum of Settlement of central terms by both parties and agreement of the Crown shall be deemed to have occurred on the date of ratification by EWAO-ATEO and by the CTA-CAE, whichever is later, and by agreement of the Crown. The parties will endeavor to complete the central ratification and agreement processes by December 17, 2015.
4. Except as specified herein, all terms of this Memorandum of Settlement and Appendix shall be effective on the date of the ratification of the local terms, as per Section 39 (6, 7) of the *School Boards Collective Bargaining Act, 2014*.

5. The following matters shall be effective, consistent with their terms, upon ratification of central terms:
  - Letter of Agreement re: Benefits
  - Central Grievance Process
  - Central Labour Relations Committee
  - Provincial Health and Safety Working Group
  - Early Childhood Educators Working Group (FDK)
  - Scheduled Unpaid Leave Plan (SULP)
  - Notification Period for Vested Retirement Gratuity Voluntary Early Payout (payouts following local ratification)
6. The English version or the French version of the central agreement shall be equally authoritative in accordance with the language of operation of the applicable school board.
7. Any compensation items that are retroactive shall be paid no later than sixty (60) days following ratification of the respective local terms or as set out herein.
8. The collective agreement shall consist 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.
9. The terms herein, and in the accompanying Appendix shall form the entirety of the central terms of the collective agreement and any directions to local parties with respect to centrally bargained issues.
10. The Appendix includes agreements reached at the central table that direct local parties with respect to the incorporation of local language on central issues. Such incorporation shall occur without modification as part of the process of finalizing the structure and content of each collective agreement.
11. The discounted net present value of future retirement gratuities, Scheduled Unpaid Leave Plan, and 2014-2015 non-ECE grid holdback provides for increases to salaries, wages and direct compensation. Boards shall adjust their current salary grids and wage schedules in accordance with the following schedule:

– September 1, 2014

- 0%

– September 1, 2015

- Elimination of the half year delay in grid movement
- 1% of earned wages as a part of this bargaining unit as a lump sum payment to all members covered by the collective agreement (see #12 below)

– September 1, 2016

- 1% adjustment to the salary grids and wage schedules

– February 1, 2017

- 0.5% adjustment to the salary grids and wage schedules.

## 12. Method of Payment for One Time Lump Sum

Members of the bargaining unit that are employed as of the date of central ratification will receive a 1% lump sum payment as follows:

- Permanent employees shall receive the equivalent of 1% of 2014-2015 wages/salary earned as a member of the applicable bargaining unit, provided they are actively at work, on statutory leave or an approved paid leave as at the date of central ratification.
- Permanent employees on a statutory leave for any part of 2014-15 will not be adversely affected. The lump sum equivalent to 1% of annualized 2014-2015 wages/salary will be adjusted as if they earned their normal salary/wage for the period of the time on the statutory leave.
- Casual or temporary employees shall be paid a lump sum payment equivalent to 1% of wages earned as a member of the applicable bargaining unit in the 2014-2015 fiscal year provided they worked at least 40 hours in the 2014-2015 fiscal year.

All lump sum amounts shall be payable by February 15, 2016 or sixty (60) days after local ratification, whichever is later.

13. Subject to the prior approval of Employment and Social Development Canada (ESDC) where allowable, the Statutory Leave/SEB plans as attached in the Appendix shall be established and implemented within sixty (60) days of the approval by ESDC.



Dated at Toronto, this 21<sup>st</sup> day of November, 2015.

EWAO-ATEO

Alan Roy

[Signature]

Margaret

Dina Roy

[Signature]

Ka. Parks

[Signature]

CROWN:

Barry [Signature]

[Signature]

SUBJECT TO ERRORS AND OMISSIONS

CTA-CAE

VW

DMcFadden

ST

A. Linnay

Aruba

WJ

APPENDIX I TO EWAO MOS

**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.

*Handwritten signatures and initials:*  
KP  
A. (circled)  
WE  
VRS  
A-L  
1

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.

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.

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.

### 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.

### 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.

### 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.

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.

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:

- iii. 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.
- iv. 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**

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

SETTLEMENT OFFER TO EWAO-ATEO - NOVEMBER 21, 2015 07H00

SUBJECT TO ERRORS AND OMISSIONS

## 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

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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:

SETTLEMENT OFFER TO EWAO-ATEO - NOVEMBER 21, 2015 07H00

SUBJECT TO ERRORS AND OMISSIONS

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:

SETTLEMENT OFFER TO EWAO-ATEO - NOVEMBER 21, 2015 07H00

SUBJECT TO ERRORS AND OMISSIONS

- 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 31<sup>st</sup> 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.

SETTLEMENT OFFER TO EWAO-ATEO - NOVEMBER 21, 2015 07H00

SUBJECT TO ERRORS AND OMISSIONS

**LETTER OF AGREEMENT #14**

**BETWEEN**

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

**AND**

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

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

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



**LETTER OF AGREEMENT #15**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

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

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

**LETTER OF AGREEMENT #16**

**BETWEEN**

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

**AND**

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

**Re: Specialized Job Classes**

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

# **“PART B”**

**Association of Professional Student Services  
Personnel (APSSP)  
Local Collective Agreement**

AGREEMENT

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

- and -

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

**Bolded text indicates changes to previous contract**

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THIS AGREEMENT made as of the **28th day of April 2016**

BETWEEN:

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called the "Board")

OF THE FIRST PART

- and -

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

(hereafter called the "Association")

OF THE SECOND PART



## PREAMBLE

*The Toronto 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 1

## RECOGNITION OF ASSOCIATION

- 1.01 The Board recognizes the Association as the exclusive bargaining agent for all Toronto Catholic District School Board Professional Student Services Personnel such as audiologists, psychologists, psychoeducational consultants, psychological associates, social workers, speech/language pathologists, attendance counsellors, interpreters, community relations officers, parenting and family literacy centre facilitators, settlement counsellors, mental health leads and research associates (hereinafter collectively referred to as "Special Services Staff" and individually called a "special services staff member") save and except Chief Psychologist, Chief Social Worker, Chief Speech/Language Pathologist, supervisors, and persons above the rank of the exclusions and persons covered by subsisting collective agreements.
- 1.02 For purposes of clarity, it is understood and agreed that "Special Services Staff":
- (a) includes special services staff members who are employed on an ongoing regular part-time basis, but
  - (b) does not include hourly-rated persons hired on a casual basis or persons working for the Board on a fee-for-service basis.
  - (c) While casual or fee for service employees are not to be used in the place of full-time or part-time positions, the Board may set the fee for service salary rate.
  - (d) Where possible, as in the past, the Board will set a fee for service rate that reflects the Article 18 salary scale rate.
- 1.03
- (a) A limited term position is a position where an ending date is stated at the time of the appointment and where there is no employment commitment beyond the specified term of the appointment. The term will not exceed twelve (12) months. For pregnancy/parental leaves limited term positions can be extended as per Article 16.02.
  - (b) Employees working in limited-term positions shall be entitled to receive the appropriate pro-rated portion of the salary and allowances, where applicable, as set out in Article 18.
  - (c) Employees working in limited term positions who are engaged for a period of two (2) consecutive months or more shall be entitled to sick leave credits in accordance with the sick leave plan appended to this

Agreement and to coverage under the benefit plans as set out in Article 14 hereof, with the exception of the Ontario Municipal Employees Retirement System and the Group Life Insurance Plan.

- (d) Term employees shall be regarded as probationary employees for purposes of the Board's rights under Article 3.01 hereof.
- (e) Employees working in limited term positions are subject to dues deduction as set out in Article 8 hereof for each month of employment or part thereof.
- (f) Assignments for Parenting and **Family Literacy Centre** Facilitators in excess of thirty (30) working days in duration will be considered as a limited term position. Assignments of thirty (30) working days or less are covered by Supply Parenting and Family Literacy **Centre** Facilitators who are not members of the APSSP bargaining unit.

1.04 The masculine shall include the feminine and the singular the plural when the context so requires.

## ARTICLE 2

## ASSOCIATION RIGHTS

- 2.01 The Board and the Association agree that there shall be no Association meetings or other Association activities on any premises of the Board during normal working hours. The parties agree, however, that Association meetings may be held at the workplace outside normal working hours with the permission of the Board, such permission not to be unreasonably withheld.
- 2.02 The provisions of the *Ontario Human Rights Code*, apply to all special services staff members. In addition, there shall be no discrimination by the Board or the Association, or the Local Association, or any special services staff member against a special services staff member, because of political affiliation or membership or non-membership in any lawful Association or lawful activity therein.
- 2.03 The Board will not assign any work normally performed by members of the bargaining unit to any person outside of the bargaining unit, except for the chief psychologist, chief social worker or the chief speech/language pathologist for instructional purposes or in emergencies.
- 2.04 The Board will not contract out work of the bargaining unit to outside agencies or organizations. However, where the Board requires Special Services work to be done that cannot be provided by an Association member, the Board may contract that work, after discussing the reasons thereof with the Association. Fee for service for an individual does not constitute contracting out.

## ARTICLE 3

## MANAGEMENT RIGHTS

- 3.01 The Association acknowledges that it is the exclusive function of the Board to:
- (a) maintain order, discipline and efficiency;
  - (b)
    - (i) hire, direct, classify, transfer, promote, demote, and lay off special services staff,
    - (ii) discharge, suspend or otherwise discipline probationary special services staff members, and
    - (iii) discharge, suspend or otherwise discipline seniority special services staff members for just cause, subject to the provisions of this Agreement.
  - (c) establish from time to time and enforce written rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the Special Services Staff; and
  - (d) generally to manage, maintain and operate its school system in accordance with the laws of the Province of Ontario and the regulations made pursuant thereto.
- 3.02 The Association also acknowledges that all managerial rights, powers and authority of the Board shall be reserved to it except to the extent herein expressly limited and that the provisions of this Agreement are subject to the occupational requirements of the Roman Catholic Separate Schools with respect to creed, in accordance with the *Constitution Act*, section 93.

## ARTICLE 4

## EMPLOYEE RIGHTS

- 4.01 The Harassment and Discrimination in the Workplace Policy, as established by the Board, shall apply to all special services staff members covered by this Collective Agreement.
- 4.02 The policy statements of the Board's **Respectful Workplace Operational Procedure (The Respectful Workplace: Addressing Harassment and Discrimination – Policy Guidelines)** shall apply to all special services staff members covered by this Collective Agreement.
- 4.03 The **Workplace Violence Policy, in accordance with the *Occupational Health and Safety Act***, shall apply to all special services staff members covered by this Collective Agreement.
- 4.04 The Board acknowledges the requirement of employees to comply with the codes of ethics as established by their respective professional organizations.

## ARTICLE 5

## NO CESSATION OF WORK

- 5.01 (a) Neither the Association, the Local Association nor any special services staff members shall take part in or call or encourage any strike, sit-down, slowdown, any suspension of work, picketing or other concerted or individual activity designed to restrict or limit the operations of the Board. In the event of any such activity, the Association and the Local Association, through its officers and representatives will instruct the special services staff members involved to return to work and perform their usual duties and, if advisable, resort to the grievance procedure provided herein. The Board shall not engage in any lockout of the Special Services Staff. "Lockout" shall be as defined in the Ontario *Labour Relations Act*, 1995.

Notwithstanding the foregoing, special services staff members may strike and the Board may lock out the Special Services Staff in accordance with the provisions of the *Labour Relations Act*.

- (b) In the event of a legal strike or legal job action or lockout involving another bargaining unit of the Board, employees will not be required to perform the work that is within the scope of those employees involved in such legal strike or legal job action or lockout.

ARTICLE 6

ASSOCIATION REPRESENTATION

- 6.01 For the purpose of negotiations between the parties the Board shall recognize a Negotiating Committee of not more than six (6) special services staff members.
- 6.02 The Negotiating Committee shall be entitled to have the assistance of an outside consultant or counsel at all negotiating meetings.
- 6.03 The Local chapter may also appoint or otherwise select six grievance officers to represent special services staff members.
- 6.04 A grievance officers' function shall be to assist a special services staff member in the preparation and presentation of grievances. A grievance officer, with the prior permission of the special services staff members' immediate administrative and professional supervisor (such permission not to be unreasonably withheld) shall be allowed such time off as is necessary for the prompt investigation and settlement of grievances. Until such time as the Board believes the privilege of such time off is being abused, grievance officers shall suffer no loss in pay for any portion of their regularly scheduled work-time spent with such permission in servicing grievances.



## ARTICLE 7

## COMMUNICATIONS

- 7.01 All official communications between the parties, arising out of this Agreement or incidental thereto, shall pass between the Superintendent of Education, Human Resources of the Board and the Secretary of the Local Association.
- 7.02 The Board shall provide the Recording Secretary of the Association of Professional Student Services Personnel by the 15th of each month a detailed account of all staffing changes since the previous report. Each report shall include statistical information including the names, addresses, employment status, start and end dates, specified terms of contracts and limited term appointments and any other relevant details for:
- a) All members who have resigned or retired;
  - b) All new members hired on a permanent, contract or limited term basis;
  - c) All recalls, transfers and completion of probation;
  - d) All terminations, layoffs and contract completions.
- 7.03 The Association agrees to keep the Board informed as to the names and addresses of its Local Association officers and members of its Negotiating Committee, and the names and addresses of its appointees to the Grievance Committee.
- 7.04 Space will be made available to the Association for the posting of official notices at the Central Office and at each Special Services work site of the Board.
- 7.05 The Board shall supply sufficient copies of this Agreement for all special services staff in the bargaining unit and to each new special services staff member, at the time of hiring.
- 7.06 The Board and the Association agree to establish an Employer/Employee Relations Committee consisting of three (3) representatives of the Local Association and three (3) representatives of the Board, (one of whom shall be the Superintendent of Special Services), which will meet periodically, but not more often than five (5) times per year, to discuss matters of mutual concern to the Special Services Staff and the Board. Such matters shall not include grievances as defined in Article 10 hereof. The Local Association or the Board, as the case may be, shall provide a proposed agenda with any request for such a meeting. Upon mutual agreement additional people, as necessitated by the agenda items, may attend.

7.07

The Board agrees to provide any newly proposed, amended or a recommendation to revoke Board policies and/or procedures, which may impact the employment terms and conditions of Special Services Staff members, to the Association in advance of implementation. Upon a request by the Association to the Board, the parties shall meet to discuss and engage in consultation and informed discussion with respect to the new or amended or revoked policies and/or procedures prior to implementation.

ARTICLE 8

DUES CHECK-OFF

- 8.01 Once each month the Board shall deduct from the pay of every special services staff member a sum equal to the regular monthly Association dues as notified by the Association from time to time. The Board shall remit such deductions to the Treasurer of the Provincial Association, together with a list of names of the special services staff members from whom such deductions were made, not later than the 15th day of the month following the month in which the deductions were made.
- 8.02 The Association agrees to indemnify and save the Board harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Board that shall be limited to the amount of the unremitted dues.

## ARTICLE 9

## PROFESSIONAL DEVELOPMENT

- 9.01 The Board will present seminars dealing with career opportunities within the Board, as part of the professional development program.
- 9.02 In order to benefit from an exchange of knowledge and experience, and in recognition of the professional and legislative requirements to maintain registration and to upgrade professional skills, an Employee shall be granted the right to attend conferences, workshops and conventions related to their field of specialization. Leave will be granted without loss of pay and benefits, together with expenses and/or applicable registration fees to attending employees, within available funds. However if the Superintendent determines that there are reasonable grounds to withhold this leave, the member will be so notified.
- 9.03 (a) The Association shall be notified as soon as possible during the first term of the school year as to the amount of money budgeted for Professional Development of Special Services staff. The Association shall have the opportunity to make submissions as to the use of these funds.
- (b) The Board agrees that it will distribute these funds to the employees in a transparent, fair and equitable manner to be determined in consultation with the Association.

## ARTICLE 10

## GRIEVANCE PROCEDURE AND ARBITRATION

- 10.01 The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances which may from time to time arise. These procedures will be kept as informal as may be appropriate at any step of the procedure. Moreover, nothing contained in this Article 10 shall prevent a special services staff member from discussing personal or professional problems or complaints with the special services staff member's immediate administrative and professional supervisors.
- 10.02 (a) A "grievance" is a claim by any special services staff member (or members) or the Association or the Board, relating to the interpretation, application or administration of this Agreement, or is an allegation that this Agreement has been contravened.
- (b) The term "Grievance Committee" shall mean a committee consisting of two (2) members of the Association, appointed from time to time, and two (2) representatives of the Board, appointed from time to time by the Director of Education.
- 10.03 (a) Step One:
- A special services staff member having a grievance may, provided it is done with reasonable promptness, discuss the grievance with a representative of the Association, who may discuss the matter with the Superintendent of **Human Resources & Labour Relations, or designate.**
- (b) Step Two:
- If the grievance is not satisfactorily disposed of at Step One, the Association may, on behalf of the aggrieved special services staff member, within ten (10) days after the reply at Step One has been or should have been given, require a meeting of the Grievance Committee by delivering the grievance in writing either personally to the Director of Education, or by sending same by prepaid registered or certified post or by fax **or by email.** The Grievance Committee shall convene within ten (10) days after receipt of such grievance by the Director of Education or their designee if the grievance has been delivered personally or by fax **or by email,** or within twelve (12) days after the grievance has been mailed by prepaid registered or certified post and shall seek to resolve the grievance. The aggrieved special services staff member and/or the special services staff member's representative and a representative of the Board may make representations regarding the grievance. If the

Grievance Committee is unable to resolve the grievance, the Director of Education or designee shall, within five (5) days after the said meeting, deliver to the Association the written reply of the Board to the grievance.

- 10.03 (c) At Step 2 and beyond of the grievance procedure, APSSP may have the assistance of a consultant.
- 10.04 Any grievance arising directly between the Board and the Association or any grievance involving more than one special services staff member, instead of following the procedure herein before set out, may be submitted in writing within a reasonable period by either of the parties hereto to the other. The parties agree to meet without delay in an attempt to settle the grievance. In the event that the parties are unable to settle such grievance within fifteen (15) days after submission of same, then the party to whom the grievance was delivered shall reply in writing to such grievance within a further five (5) days.
- 10.05 In the event that any grievance shall not have been satisfactorily settled pursuant to the foregoing provisions, the matter may then, by notice in writing given to the other party within ten (10) days after the time limited for exhaustion of the applicable procedures contained in the foregoing provisions, be referred either by the Association or the Board to arbitration.
- 10.06 The notice submitting to arbitration shall contain the name of the appointee to the Arbitration Board of the party making the submission. The recipient of the notice shall within ten (10) days of receipt of the notice, inform the other party in writing of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an appointee, or if the two appointees fail to agree upon a chairperson within the time limited, then in either such case the appointment shall be made by the Minister of Labour for the Province of Ontario upon the request of either party. No person may be appointed to the Arbitration Board who has participated directly in an attempt to settle the grievance.
- 10.07 The Arbitration Board shall hear and decide the grievance and shall issue its decision in writing and the decision shall be final and binding upon the parties and any special services staff member affected by it. The decision of a majority of the Arbitration Board is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs.

- 10.08 Notwithstanding Article 10.07, the Arbitration Board established as above shall decide the grievance submitted to it, including any question as to whether a matter is arbitrable, but shall have no power to alter, modify, or amend this Agreement, nor make any decision inconsistent therewith.
- 10.09 Notwithstanding the provisions of 10.06, 10.07 and 10.08, the parties may, by mutual agreement of the Association and the Board, refer the matter to a sole arbitrator. In such cases, the parties shall endeavour to agree on the selection of an arbitrator who shall have the same powers as an Arbitration Board as outlined in 10.07 and 10.08.
- 10.10 Each party shall pay the cost of its own appointee to the Arbitration Board, and the parties shall share equally the cost of the chairperson.
- 10.11 The term "days" when used in this Article shall mean Monday to Friday inclusive throughout the year including July and August, but excluding school holidays as defined by the Ministry of Education and Training in the Education Act.
- 10.12 Any time limits fixed by this Article for the taking of action by either party or by any special services staff member may at any time be extended by agreement of the representatives of the parties involved. In the absence of such agreement, each step must be taken by the party concerned within the time limits set forth.

## ARTICLE 11

## SENIORITY

- 11.01 (a) For the purposes of this Agreement a special services staff member's seniority (other than that of a probationary special services staff member) shall commence with, firstly, the date of the special services staff member's most recent hiring (other than as a result of a recall after a lay-off) or if there is/are one or more special services staff members with the same date of hire as in firstly, then secondly, the length of previous work-related employment approved as such by the Director of Education shall be used to break such tie in seniority if seniority is to be used for lay-off as in 11.04 or if there is/are one or more special services staff members with the same date of hire as in firstly and the same length of previous work-related experience as in secondly, then thirdly, the date of application for the position and classification where the special services staff member whose date of application precedes that of the other(s), as determined by the records of the Board, shall be deemed to be more senior if seniority is to be used for lay-off as in 11.04. The seniority in firstly shall be maintained and accumulated so long as the special services staff member remains in the employ of the Board during:
- i) a lay-off period during which the special services staff member was entitled to be recalled;
  - ii) any sickness or accident; and
  - iii) any authorized leave of absence.
- (b) Subject to section 11.02(b) hereof, a term employee shall accumulate no seniority.
- (c) When a probationary special services staff member finishes the special services staff member's probationary period, the special services staff member shall be entered on the seniority list and shall rank for seniority from the date the special services staff member was last hired.
- (d) A loss of seniority shall be deemed to have occurred if an individual employed by the Board:
- i) quits;
  - ii) is discharged and is not reinstated by reason of the grievance procedure;
  - iii) is absent from work in excess of five (5) working days without sufficient cause or without notifying the Board unless such notice was not reasonably possible;



- iv) is laid off and not recalled within the times provided for in Article 11.05;
- v) fails following a lay-off to notify the Board within fourteen (14) days of the Board sending the special services staff member a notice to return to work (such notice to be sent by registered mail to the special services staff member's last address on record with the Board) of the special services staff member's intention to return or fails to report for work on the date and at the time specified in such notice, or no later than the end of the fourteen (14) day notice of recall.

11.02 (a) A new special services staff member, including a term employee, shall be considered a probationary employee for a period of twelve (12) calendar months from the date of hiring or date of transferring into the bargaining unit, as the case may be. The probationary period may be extended for a further six (6) calendar months if the Board notifies the special services staff member and the Local Association in writing of the intended extension at least one (1) month before the end of such period and if the Local Association does not notify the Board in writing before the end of the period that it does not concur in such extension. An employee may not have their dismissal taken through the steps of the grievance procedure if they have failed to successfully complete the probationary period. The probationary employee shall receive a written evaluation of their performance. Where a shortcoming is identified during the course of the probationary period, means by which improvements can be made shall be discussed with the probationary employee. The Board will evaluate the probationary employee in a fair, non-arbitrary and non-discriminatory manner.

- (b) It is understood and agreed that a Board employee employed in a position outside the bargaining unit covered by this Agreement may not gain entry to the said bargaining unit by bumping out an existing special services staff member.

11.03 It shall be the responsibility of each special services staff member to keep the Board informed of the special services staff member's current postal address and any notice to be given the special services staff member by the Board under the terms of this article shall be deemed properly given provided it is addressed to the special services staff member's last postal address on record with the Board.

- 11.04 a) In the event the circumstances require lay-off of seniority employees, the Board shall provide notice of impending lay-off in accordance with the Employment Standards Act, but with a minimum of six (6) weeks notice or pay in lieu thereof. Prior to any lay-off notice being provided to affected employees, the Board will advise the Association of the lay-off at least three (3) weeks prior to the issuance of the individual lay-off notices in order to provide for discussion relating to such lay-off, including possible alternatives to the lay-off.
- b) In the event of a lay-off the Board agrees that special services staff members shall be laid off from their classifications in reverse order of their seniority, except that a special services staff member may be retained out of line of seniority, where the more senior special services staff member does not have the necessary qualifications, ability, knowledge and skill to perform the work of the junior special services staff member. Special services staff members shall be recalled to **their own or to any other job classification** in order of their seniority, provided they have the necessary qualifications, ability, knowledge and skill to do the jobs available.
- c) The classifications referred to in sub-clause (b) above shall be the classifications referred to in Article 1.01 hereof, namely:
- i) psychologists/psychoeducational consultants/psychological associates,
  - ii) social workers,
  - iii) speech/language pathologists,
  - iv) attendance counsellors,
  - v) interpreters,
  - vi) community relations officers,
  - vii) research associates, and
  - viii) audiologists
  - ix) parenting and family literacy **centre** facilitators
  - x) settlement counsellors
  - xi) **mental health lead**

If the Board establishes a new job classification within the bargaining unit, the Local Association shall be notified in writing within five(5) days of the filling thereof of the rate of pay established for such classification; and the Board shall discuss promptly such rate of pay with the Local Association. Any change agreed to by the parties as a result of such discussions shall be retroactive to the date of the filling of such position.

- 11.05 A special services staff member with seniority who is laid off shall retain the special services staff member's seniority and right of recall for the following period of months if the special services staff member has the length of continuous service set opposite:

Periods of months	Service in years
12	Up to 2
24	More than 2

Notice of recall shall be sent by registered mail or telegram to the last address recorded with the Board by the special services staff member requiring the special services staff member to report to work on a date not earlier than seven (7) days after the date of such notice. If the special services staff member does not reply within said seven (7) days or fails to report for work at the time and date specified in the notice, the special services staff member shall be deemed unavailable and the next eligible special services staff member shall be called.

- 11.06 (a) The Board shall provide and maintain seniority lists by classification showing the name and the most recent hire date of each special services staff member in each of the classifications.
- (b) Each seniority list shall be updated as of September 30th of each year and shall be posted within 30 days on the bulletin boards of each regional work site of APSSP members and the Catholic Education Centre.
- (c) Any special services staff member that believes that an error or omission has taken place in the preparation of the seniority lists shall have the opportunity to clarify the matter through their local steward with the Superintendent of Education, Human Resources or designate. Every reasonable effort shall be made to promptly clear up the matter.

11.07 A special services staff member who has been laid off from a full-time position and who has been offered and who has accepted/refused a part-time or temporary position with the Board shall continue to maintain recall rights in accordance with Article 11.05.

## ARTICLE 12

## DISCHARGE AND DISCIPLINARY PROCEDURE AND EMPLOYEE FILES

- 12.01 In the event that the Board intends to establish a meeting to give a written warning to, or suspend or discharge an employee, it shall so inform the employee in advance. The Board shall also inform the employee of the right to Association representation. At the option of the employee, an Association representative shall be present at the meeting. In the absence of such representation, unless specifically declined by the employee, the discipline imposed shall be set aside until the employee has received representation at a meeting of the parties.
- 12.02 A claim by a special services staff member (other than a probationary special services staff member) that the special services staff member has been unjustly discharged or suspended will be treated as a grievance if a written statement of such grievance is lodged with the Superintendent of Education, Human Resources within ten (10) working days after the occurrence of the matter which is the subject of the grievance.
- 12.03 Such grievance may be settled under the grievance procedure, including arbitration, provided by this Agreement, commencing with Step Two. Grievances involving discipline, other than discharge or suspension and grievances involving other matters shall be processed in accordance with Article 10.
- 12.04 If the Board censures a seniority special services staff member in such a manner as to indicate that a repetition of any offence or failure to perform may lead to the special services staff member's discharge, it shall prepare a written memorandum thereof and give a copy thereof to the special services staff member and, at the written request of such special services staff member, to the Secretary of the Local Association.
- 12.05 (a) At the request of a special services staff member, the Board shall allow the special services staff member to inspect the special services staff member's Human Resources file maintained at the Board's Human Resources Office with prior arrangement made with the Superintendent of Education, Human Resources. Such inspection may be made up to twice a year and shall be in the presence of such Superintendent or designate. The special services staff member's response to anything contained in such file, including a written memorandum of the type referred to in section 12.03 hereof, shall become a part of such file provided such response is made within ten (10) working days from the date when the special services staff member inspected the special services staff member's file.

- (b) The Board agrees to abide by the provisions of *Municipal Freedom of Information and Protection of Privacy Act*.
- (c) The Board agrees that no report relating to the conduct or performance of a special services staff member shall be used against the employee in the grievance procedure nor at arbitration, unless such report is part of the employee's file.
- (d) No adverse report may be placed in the employee's file or constitute a part thereof, unless a copy of said report is provided to the special services staff member, who may file a reply thereto with the Board, within ten (10) working days from such receipt, and such reply shall become a part of the file.

12.06 Any disciplinary notation shall be removed from an employee's file and destroyed 24 months following an incident giving rise to the discipline and if no further discipline of a similar nature has been imposed. However, if such incident involves a finding of abuse or assault of a student, the Board may retain such notation as required.

## ARTICLE 13

## JOB POSTING AND TRANSFER REQUESTS

13.01 This Article shall apply to all special services staff positions available **during the following time frames:**

- (i) **Following the placement of all special services staff who are on a layoff, in accordance with the terms of Article 11, all vacant positions shall be posted as of the commencement of the school year to April 1.**
- (ii) **All positions which become permanently vacant after April 1<sup>st</sup> shall not be posted until the placement of all special services staff who are on a layoff are placed into an available position, in accordance with the terms of Article 11. Following the placement of all special services staff who are on layoff, the Board shall post all vacant special services positions by June 15<sup>th</sup> to commence the following year.**

13.02 When a vacancy, other than a vacancy considered by the Board to be temporary, occurs in any occupational classification covered by this agreement, the Board shall, if it determines to fill such vacancy, post a notice thereof in the Director's Bulletin and/or on the Board's website to inform special services staff members for ten (10) working days, as defined in Article 10.11, excluding statutory holidays and board shutdown, setting forth the duties of the position, work location and the qualifications therefor. Professional supervisors will inform their respective staff members of relevant openings in positions covered by this Collective Agreement. Any special services staff member may apply for such position in writing during the posting period.

13.03 (a) The Board shall consider the following two factors in determining which employee is to be selected:

- (i) relative seniority of the applicants, and
- (ii) the ability, knowledge, training, skill, and overall qualifications of the applicant to do the job.

When the criteria in factor (ii) are relatively equal as between two or more applicants, their relative seniority shall govern. If none of its employees who have applied for the vacancy is qualified to fill a vacancy, the Board may engage an employee from any other source.

- (b) In the event that a position that is required to be posted under clauses 13.01 and 13.02 is not filled under clause 13.03(a), the Board may engage a candidate from another source, provided that the qualifications of such candidate are not less than those set forth in the notice posted under clause 13.02.
  
- 13.04 The Board, at its option, may delay the actual transfer/promotion of the successful applicant under 13.03 until September 1 following the date on which the vacancy occurred.
  
- 13.05 The Board may place a casual or term employee in a vacant or newly created position pending the transfer under 13.04.
  
- 13.06 (a) Employees who have been appointed pursuant to the provisions of clause 13.03 of this Article, and who fail within ninety (90) days to meet the requirements of the job to which they have been promoted, shall return to their former position and they shall not lose their seniority in their former classification.
  - (b) Any special services staff member who is affected by the exercise of 13.06(a) will be returned to their former position.



## ARTICLE 14

## BENEFITS

- 14.01 The Board will contribute on behalf of special services staff members according to the requirements of the basic plan of the Ontario Municipal Employees Retirement System (OMERS), or according to the *Ontario Teachers' Pension Plan Act*, if applicable. In addition, the Board shall make available to all eligible special services staff members Supplementary 1 of the above plan and shall make all necessary contributions.
- 14.02 The Board shall continue the Great West Life Dental Plan based on the applicable 2005 ODA tariff; with Riders 1 and 2, a major restorative rider with reimbursement at a level of 50% and a lifetime maximum of \$10,000 and an orthodontic rider with reimbursement at a level of 50% and a lifetime maximum of \$3,000 per person. Effective December 1, 2008 the ODA tariff shall be upgraded to 2006. Effective September 1, 2009 the ODA tariff shall be upgraded to 2007. Effective September 1, 2010 the ODA tariff shall be upgraded to 2008. Effective September 1, 2011 the ODA tariff shall be upgraded to 2009. The Board shall pay 100% of the premiums for the basic plan with Riders 1 and 2. The Board shall pay 100% of the premium for the major restorative and orthodontic riders.
- Effective December 1, 2008, Dental plans shall be amended to provide the option of dental implant benefits at a cost equivalent to a required dental bridge subject to reasonable and customary limits.
- Effective December 1, 2008, amend dental recall from six months to nine months for adults covered under the plan, dependent children aged 18 and under to remain at six months.
- 14.03 (a) The Board shall continue the existing Great West Life Semi-Private Extended Health Plan and the Great West Life Vision Care Plan, \$375/24 (inclusive of one eye examination every two (2) years) and pay an amount equal to 90% of the current premium.
- (b) The Plan shall provide for an annual aggregate paramedical benefit of \$550 per person for all of the following services: psychologist; psychological associate; speech-language pathologist; podiatrist; acupuncturist; chiropodist; registered massage therapist; osteopath; naturopath; chiropractor; and physiotherapist.
- (c) Effective December 1, 2008, orthotics and orthopaedic shoes shall be covered based on a combined maximum of \$900 in each year, with shoes

limited to \$400 per pair and orthotics limited to \$450 per pair and with an overall limit of a total of three (3) pairs per year.

- (d) Effective December 1, 2008 hearing aids shall be covered at \$750/5 years.
  - (e) A \$7.00 dispensing fee cap for prescriptions effective February 1, 2000.
- 14.04 The existing Group Life Insurance Plan shall continue to cover an amount equal to three times salary including any allowances paid under Article 18. The Board shall contribute an amount equal to 100% of the current premium. A special services staff member who is absent from work due to an illness or accident for more than five months is required to notify the Board's Benefits Department thereof in writing. Failure to do so may negate the special service staff member's coverage under such plan.
- 14.05 The portion of an EI rebate which may arise by reason of the Board's sick leave plan shall be used by the Board to offset its cost to provide benefits under this Article. The Board shall provide the Association with information on an annual basis regarding any applicable EI rebate.
- 14.06 The Board shall have the right to determine the carrier for any of the benefit plans covered in this Article provided that any new plan is equal or better in every respect to the provisions of the existing plan. The Board shall meet and discuss with the Association any plan changes before they are implemented.
- 14.07 The Board's obligation to pay for any special services staff member the premiums referred to in this Article shall not arise until the special services staff member has executed and returned to the Board any appropriate application forms for coverage that may be required.
- 14.08
- a) Benefit coverage outlined in Article 14.02 and 14.03 is extended for dependents enrolled full-time in a post-secondary institution up to the age of 25 years.
  - b) All employees regardless of age, will be eligible to enrol in the dental and extended health care plans.
  - c) All employees aged 65 and over shall continue in the group life insurance plan with coverage of \$50,000 only.
- 14.09 A copy of the Master policy or policies of the insured benefit plans shall be provided to the Association.

- 14.10 At the request of the Chapter President of APSSP, the Board shall supply at least once a year, available financial information concerning the plans referred to in 14.02, 14.03 and 14.04 related to premium costs, reserves and retention rates. The Board shall inform the President of any rebates or premium holidays from its benefits carrier and the amounts thereof. The application thereof shall be subject to joint agreement of the Board and such President but in default of agreement such amount shall be used to reduce the premiums.
- 14.11 **Benefits pursuant to Article 14 shall remain status quo and will be maintained for the life of this Agreement or until the benefits are transferred to a Provincial Benefits Trust (the "Participation Date pursuant to Letter of Agreement #8 of Part A to this Collective Agreement").**

## ARTICLE 15

## SICK LEAVE PLAN

- 15.01 The sick leave plan appended to this Agreement shall be available to the Special Services Staff.
- 15.02 In addition to the sick leave credits provided for in the plan referred to in section 15.01 hereof, special services staff members working the school year plus six (6) working days may receive one (1) further day's sick leave credit.
- 15.03 The Board will maintain a record of all sick leave credits and once each year each special services staff member shall be informed in writing as to the amount of the special services staff member's sick leave credits.
- 15.04 The initial 12 days of sick leave credits accumulated each year shall be used exclusively for an employee's personal illnesses. Any additional accumulation beyond 12 days may be used either for personal illness or for other leaves of absence as defined in the collective agreement.
- 15.05 At the option of the employee, an Association representative may be present at any meeting of an employee and the Board regarding work arrangements that may be required to accommodate an early and safe return to work of the employee from an illness or accident.
- 15.06 **The Toronto Catholic District School Board is committed to assisting its employees in an early, safe and suitable return to work. The Board and the Association also recognize their joint obligations under the *Ontario Human Rights Code, R.S.O. 1990* to accommodate employees with disabilities, as defined under the *Code*. To achieve these goals it is agreed that at any meeting to discuss an employee's return to work arrangements or to discuss the workplace accommodation plan, the employee shall be entitled to have an Association representative present, and the Board shall so advise the employee. At the option of the employee, the Association representative may be present at the meeting. The Board will provide the Association with notice of all meetings between the Board and an employee related to the return to work arrangements or the workplace accommodation plan of the employee.**

Note: *Refer to C6:00 of "Part A" of this Collective Agreement for details pertaining to the Sick Leave and Short-Term Disability Plan.*

## ARTICLE 16

## LEAVES OF ABSENCE

16.01 Bereavement Leave

- (a) The Board shall grant to a special services staff member requiring leave by reason of a death in the special services staff member's immediate family (spouse, child, mother, father, brother, sister, mother-in-law, father-in-law or **grandparent or grandchild** and in special circumstances recognized by the Supervisory Officer of Human Resources, or designate, of a former legal guardian or ward) up to five (5) working days without loss in pay;
- (b) The Board shall grant to a special services staff member requiring leave by reason of death of an uncle, aunt, niece, nephew, brother-in-law, sister-in-law, son-in-law, daughter-in-law of the special services staff member up to two (2) working days without loss in pay for the purpose of attending the funeral;

16.02 Statutory Pregnancy, Parental and Adoption Leaves

- (a) (i) Statutory pregnancy and statutory parental leaves shall be granted in accordance with the *Employment Standards Act*. Statutory parental leave includes leave for the purposes of adoption. Such leaves shall be without pay except as provided in **Part A of this Collective Agreement (pregnancy leaves) or in clause 16.02(a)(ii) (parental and adoption leaves)**.
- (ii) Notwithstanding 16.02 (a)(i), a special services staff member taking a **parental or adoption** leave under this article who is subject to a waiting period of at least two weeks before receiving Employment Insurance benefits, shall receive an allowance of \$550 for each week of the waiting period upon appropriate verification to the Board.
- (iii) A special services staff member who has completed less than one year under probation at the time of commencement of statutory pregnancy/parental leave shall have the probationary period as set out in 11.02 extended by the amount of time which will add up to a total of one year under probation, exclusive of the time spent on pregnancy/parental leave.

- (b) Upon request of the special services staff member the Board shall grant a pregnancy/parental leave for the remainder of the school year in which the pregnancy leave commences and the next school year.
- (c) A special services staff member shall apply for pregnancy/parental leave through the special services staff member's immediate administrative and professional supervisors on the Pregnancy/Parental Leave Request Form available in the Human Resources Department. A letter from a physician, in the case of pregnancy leave, indicating the approximate date of confinement, must accompany the Request Form. The special services staff member should make application on the Request Form at least four months prior to the commencement of leave in order that a suitable replacement be found.
- (d) A special services staff member shall continue to participate in those benefit plans (other than the sick leave credit plan but including the life insurance plan, extended health plan and dental plan) which the member already enjoys unless the member elects not to do so. The special services staff member is responsible for his/her share of the cost of benefits. The board shall continue to pay its share of benefits during such statutory leave, but not during any extensions of such leaves. The special services staff member shall assume the total cost of these benefit plans for any period of leave that exceeds the statutory leave, if the member elects to remain covered under such benefit plans.
- (e) If the special services staff member takes only the statutory leave granted under 16.02(a), the special services staff member shall be returned to the Social Services work site and position, if it still exists, or to a comparable position, if it does not, in which the special services staff member was employed at the time the statutory leave was granted.

## 16.03

Association Leave

- (a) Members of the Negotiating Committee, for any portion of their regularly scheduled work-time spent with the permission of the Board in attending negotiation meetings, shall suffer no loss in pay.
- (b) Upon written request by the Local Association to the Board given at least fifteen (15) working days in advance, the Board will grant leave of absence without pay, if such leaves do not unduly interfere with the Board's operations, to special services staff members to attend Association conventions or seminars provided:

- (i) such leaves do not exceed an aggregate of ten (10) worker-days in any calendar year,
  - (ii) no more than two (2) special services staff members are absent on such leave at any one time and no more than (1) special services staff member absent from any one job classification or geographical Social Services work site, and
  - (iii) no special services staff member is absent on such leave for more than five (5) working days in any calendar year provided that the Supervisory Officer of Human Resources, or designate may, at the request of the Local Association, increase such number of days up to ten (10).
- (c) A special services staff member who is elected to the APSSP Provincial Executive Board or as a full-time Officer of the Association may be granted a leave of absence without pay for a period of up to two (2) years if the Board is able to locate a suitable replacement for such special services staff member. Such leave may be extended by the Board.

16.04

**Educational Leave Days**

- (a) Special time off shall be granted to special services staff members for the purpose of writing university or similar examinations or for attending the special services staff member's own graduation.

**Jury Duty or Subpoena**

- (b) A special services staff member shall be entitled to the special services staff member's salary notwithstanding the absence from duty occasioned by quarantine, by jury duty, or by subpoena to any court or administrative tribunal in any proceeding in which the special services staff member is not charged.

**Personal Leave of Absence**

- (c) Upon the request of a special services staff member and at the discretion of the Board, a special services staff member may be granted leave-of-absence without pay for up to one (1) year. Such leave may be granted for reasons of illness, post-graduate study or other personal reasons. A written application for leave shall be made through the administrative and professional supervisors to the Superintendent of Education, Human Resources at least two (2) months, where possible, prior to the

proposed commencement of the leave. It is preferable that any leave granted commence at the beginning of, and terminate at the end of, a school term. In its discretion the Board may grant an extension of a further year to a leave granted for post-graduate study if, in the opinion of the Board, such extension is justified.

- (d) A special services staff member granted leave may, subject to the consent of the carrier, continue to be covered by any of the benefit plans referred to in Article 14 at the special services staff member's own expense. Any such application for continued coverage must be submitted at the same time as the application for the leave and on the appropriate form provided by the Board.
- (e) A special services staff member who is on such leave shall not be credited with any sick leave during the period of such leave.

#### Deferred Salary Leave Plan

- (f) The Board will grant leave of absence of one (1) year to special services staff members on the basis of spreading four (4) years' salary over five (5) years (hereinafter called the "Plan") on the following terms and conditions:
  - (i) any special services staff member who has completed at least two (2) years' employment with the Board may apply to participate in such Plan;
  - (ii) the maximum number of such leaves which may be granted under such Plan shall not exceed three in any one work year;
  - (iii) a special services staff member wishing to participate in such Plan shall apply on the form available from the Human Resources Department. The forms will be available on January 1 and must be received by the Human Resources Department on or before February 1 in order for the special services staff member to be considered for participation in the Plan commencing at the start of the following prescribed work year;
  - (iv) applications for such leave which have been approved by the immediate administrative and professional supervisors shall be considered by the Directors who shall make the final decision. A special services staff member whose application is approved by the Director shall be so informed by June 1 next following;



- (v) each special services staff member permitted to participate in the Plan shall enter into an agreement with the Board as follows:
- (1) in each of the four (4) years of the Plan commencing the start of the prescribed work year next following approval the special services staff member shall be paid 80% of the salary and allowances to which the special services staff member is otherwise entitled under Article 18.
  - (2) the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited thereon at the rate payable from time to time by the Canadian Imperial Bank of Commerce on Daily Interest Savings Account and compounded annually;
  - (3) the leave of absence shall commence on the first work day of the prescribed work year of the 5<sup>th</sup> year from the commencement of the special services staff member's participation in the Plan;
  - (4) during such work year of the leave of absence the Board shall:
    - A. pay the special services staff member all the funds accumulated pursuant to (2) and interest earned in accordance with the foregoing either in a lump sum or in instalments in accordance with section 18.03, as the special services staff member may direct, and
    - B. pay that portion of the premiums payable for the benefit plans set out in sections 14.02, 14.03 and 14.04 which it would have paid if the special services staff member were not on leave;
  - (5) the special services staff member shall pay that portion of the premiums payable for such benefit plans which the special services staff member would have paid if the special services staff member were not on leave and the special services staff member's contributions to the Ontario Municipal Employees Retirement System (or the Teachers' Superannuation Plan, if applicable);

- (6) subject to any other provisions of the collective agreement, on the special services staff member's return from the leave, the special services staff member shall be returned to the Social Services work site in which the special services staff member was employed immediately prior to such leave, if in the view of the Board it is practicable;
- (7) during such leave, the special services staff member's seniority shall accumulate but for the purposes of Article 18 the period of such leave shall not be regarded as experience;
- (8) the special services staff member shall not be entitled to any sick leave credits during the period of such leave but on the special services staff member's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave;
- (9) a special services staff member declared surplus under Article 11 or who leaves active employment with the Board while participating in the Plan must withdraw therefrom. The special services staff member shall then be paid within sixty (60) days a lump sum equal to the special services staff member's contributions plus interest accrued to date of the withdrawal;
- (10) the special services staff member may withdraw from the Plan
  - A. provided no replacement for the special services staff member has been engaged by the Board,
  - B. but may not do so after April 15 in the calendar year in which the leave is to be taken except with the consent of the Board;
- (11) notwithstanding the foregoing, the Board may, if it is unable to employ a special services staff member as a suitable replacement for the participating special services staff member who is on leave, defer such leave for up to one (1) year.

In such event the participating special services staff member may withdraw from the Plan and the special services staff member shall then be paid within sixty (60) days a lump sum equal to the special services staff member's contribution plus interest accrued to the date of such withdrawal;

- (12) if a special services staff member dies, retires, is dismissed or terminated or otherwise leaves active employment with the Board while participating in the Plan the special services staff member's personal representative, in the event of the special services staff member's death, or the special services staff member shall be paid such lump sum and interest accrued up to the date of the special services staff member's death, retirement, dismissal, termination or leaving, as the case may be;
- (vi) The implementation of the Plan is conditional on approval by Revenue Canada and the obtaining of an advance income tax ruling that any special services staff member entering the Plan will be subject to tax in each of the five years only on the amount of income actually received by her in the year and that the tax to be withheld by the Board shall be based on the amounts actually paid to the special services staff member.

### Non-Personal Illness Days

16.05 **Special Services staff shall be entitled to an annual allocation of a cumulative maximum total of five (5) non-personal illness days that may be used for Family Illness, Compassionate Leave, Urgent Personal Business or a Leave for a Court Appearance.**

#### Urgent Personal Business

- (a) Urgent personal business is business affecting one's personal affairs which must be conducted and which cannot be scheduled outside of work hours.
- (b) Upon consultation with one's superordinate, who will validate by **authorizing** the Employee Absence Report, a special services staff member may take time off for urgent personal business that arises out of:
  - (i) the moving of a special services staff member's residence (one day maximum);

- (ii) attendance at the graduation from a post secondary educational institution of the special services staff member's spouse, child or parent;
  - (iii) attendance as a participant or coach at a tournament or meet related to the Olympics or sports finals (provincial, national or international);
  - (iv) attendance as president or executive officer of a riding association at a funeral or provincial convention;
  - (v) attendance at the funeral of a close friend, or
  - (vi) the birth of a special services staff member's child or the adoption of a child by the special services staff member if the special services staff member is not applying for a leave under other provisions of this Article.
  - (vii) **To attend one's own wedding or** the wedding of the son or daughter of a special services staff member.
- (c) if urgent personal business is for any reason not outlined in 16.05(b), the special services staff member shall first obtain the approval of the **Supervising Superintendent** or designate unless because of the urgency of the matter, the special services staff member is unable to seek such approval in which event the special services staff member may presume such approval without any penalty other than loss of pay if the approval is not subsequently given;
- (d) with respect to urgent personal business, the total time which may be taken off in any contract year shall not exceed two (2) days; however, the **Supervising Superintendent** may extend such total time by up to an additional two (2) days;
- (e) any time off for urgent personal business under this clause shall be deducted from the special services staff member's **non-personal illness days** but if there are not sufficient **non-personal illness days remaining** the portion of the leave not covered by such **days** shall be without pay.

**Criminal or Quasi-Criminal Charges Leave:**

- 16.06 If the special services staff member is charged with a criminal or quasi-criminal offence and such special services staff member is not found guilty of that offence or any other offence, or if the charge is withdrawn, such special services staff member shall be entitled to draw on the special services staff member's **annual non-personal illness days, for**

**up to five (5) days, in relation to the absence** work because the special services staff member was in attendance at court in connection with such charge. This paragraph shall not apply if the offence charged is one for which the special services staff member has the option of electing to be tried in night court.

**Compassionate Care Leave:**

- 16.07 Where a special services staff member is unable to arrange for any other person to care for a member of the special services staff member's immediate family (as defined in section 16.01(a)) who is seriously ill, such special services staff member may, with the permission of the special services staff member's immediate **Superordinate**, use up to a maximum of five (5) accumulated sick leave days, if any, per year to care for such member. On request, the special services staff member shall furnish acceptable evidence of such illness.

## ARTICLE 17

## WORKPLACE SAFETY AND INSURANCE

17.01 While a Special Services Staff member is entitled to payments from the Workplace Safety and Insurance Board:

- (a) such Special Services Staff member shall direct all such payments to be paid to the Board;
- (b) the Board shall continue to pay such Special Services Staff member at the Special Services Staff member's full salary, including allowances;
- (c) there shall be no loss of sick leave to the Special Services Staff member; and
- (d) no Special Services Staff member shall be entitled to remuneration from the Board and from the Workplace Safety and Insurance Board amounts which in the aggregate exceed the Special Services Staff member's annual salary, including allowances, from the Board.

Notwithstanding the foregoing, if a Special Services Staff member is declared by the Workplace Safety and Insurance Board to be permanently disabled and is entitled to a permanent disability pension or lump sum in lieu thereof, the Board may, if it wishes, continue such person as an employee and allow the Special Services Staff member to draw against the Special Services Staff member's accumulated sick leave credits until such time as the Special Services Staff member's credits expire.

## ARTICLE 18

## REMUNERATION AND PERIOD OF WORK

18.01 Pursuant to "Part A" of the Collective Agreement, Special Services Staff members shall be paid an annual salary as set out below.

**September 1, 2015- 1% of earned wages as a part of this bargaining unit as a lump sum payment.**

(a) Psychologists (Ph.D.)

STEP	Sept 1, 2015	Sept 1, 2016	Feb 1, 2017
00	\$67,516.54	\$68,191.71	\$68,532.66
01	\$70,551.46	\$71,256.97	\$71,613.26
02	\$73,586.39	\$74,322.25	\$74,693.87
03	\$76,621.30	\$77,387.51	\$77,774.45
04	\$79,656.22	\$80,452.78	\$80,855.05
05	\$82,691.16	\$83,518.07	\$83,935.66
06	\$85,724.62	\$86,581.87	\$87,014.78
07	\$88,761.00	\$89,648.61	\$90,096.85
08	\$91,794.48	\$92,712.42	\$93,175.99
09	\$94,830.83	\$95,779.14	\$96,258.03
10	\$97,864.30	\$98,842.94	\$99,337.16

(b) Psychological Associates M.A., Psychologists M.A., Psychoeducational Consultants M.A., Social Workers M.S.W., Speech/Language Pathologists M.A. or Equivalent, Audiologists M.A.

STEP	Sept 1, 2015	Sept 1, 2016	Feb 1, 2017
00	\$56,232.18	\$56,794.50	\$57,078.47
01	\$59,384.34	\$59,978.18	\$60,278.07
02	\$62,537.92	\$63,163.30	\$63,479.12
03	\$65,688.63	\$66,345.52	\$66,677.24
04	\$68,840.78	\$69,529.19	\$69,876.83
05	\$71,995.85	\$72,715.81	\$73,079.39
06	\$75,147.96	\$75,899.44	\$76,278.94
07	\$78,300.13	\$79,083.13	\$79,478.55
08	\$81,452.30	\$82,266.82	\$82,678.16
09	\$84,605.89	\$85,451.95	\$85,879.21
10	\$87,756.59	\$88,634.16	\$89,077.33
11	\$90,910.19	\$91,819.29	\$92,278.39

## ( c ) Attendance Counsellors

STEP	Sept 1, 2015	Sept 1, 2016	Feb 1, 2017
00	\$43,982.51	\$44,422.34	\$44,644.45
01	\$47,140.45	\$47,611.85	\$47,849.91
02	\$50,296.93	\$50,799.90	\$51,053.90
03	\$53,451.99	\$53,986.51	\$54,256.44
04	\$56,608.47	\$57,174.55	\$57,460.43
05	\$59,764.96	\$60,362.61	\$60,664.42
06	\$62,921.47	\$63,550.68	\$63,868.44
07	\$66,077.95	\$66,738.73	\$67,072.42
08	\$69,233.01	\$69,925.34	\$70,274.97
09	\$72,389.48	\$73,113.37	\$73,478.94
10	\$75,545.98	\$76,301.44	\$76,682.95

## (d) Community Relations Officers

STEP	Sept 1, 2015	Sept 1, 2016	Feb 1, 2017
00	\$56,178.48	\$56,740.26	\$57,023.97
01	\$58,420.00	\$59,004.20	\$59,299.22
02	\$60,750.96	\$61,358.47	\$61,665.26
03	\$63,174.92	\$63,806.67	\$64,125.70
04	\$65,695.60	\$66,352.56	\$66,684.32
05	\$68,316.86	\$69,000.03	\$69,345.03
06	\$71,042.70	\$71,753.13	\$72,111.89
07	\$73,877.30	\$74,616.07	\$74,989.15
08	\$76,825.01	\$77,593.26	\$77,981.23
09	\$79,890.33	\$80,689.23	\$81,092.68
10	\$83,007.95	\$83,838.03	\$84,257.22

## (e) Research Associates

STEP	Sept 1, 2015	Sept 1, 2016	Feb 1, 2017
00	\$63,542.36	\$64,177.78	\$64,498.67
01	\$67,104.30	\$67,775.34	\$68,114.22
02	\$70,667.87	\$71,374.55	\$71,731.42
03	\$74,228.16	\$74,970.44	\$75,345.29
04	\$77,790.08	\$78,567.98	\$78,960.82
05	\$81,355.29	\$82,168.84	\$82,579.69
06	\$84,917.21	\$85,766.38	\$86,195.21
07	\$88,479.15	\$89,363.94	\$89,810.76
08	\$92,041.10	\$92,961.51	\$93,426.32

Note: Research Associates are required to possess a M.A. with a Ph.D. preferred.



**(f) Parenting and Family Literacy Centre Facilitators**

**Sept 1, 2015- \$32.50, Sept 1, 2016- \$32.83 and Feb 1, 2017- \$32.99 per hour inclusive of statutory holiday pay and vacation pay.**

- 18.02 (a) In consideration of the annual salary set out in Article 18.01 above, special services staff members, Community Relations Officers and research associates, shall work the school year as determined by the Ministry of Education and the Board plus six (6) additional working days. Unless otherwise required by the Board due to exceptional circumstances, or otherwise agreed between the Board and the special services staff member concerned, three (3) of the six (6) additional working days shall be worked in the period immediately following the end of the school year and the remaining three (3) working days shall be worked in the period immediately preceding the commencement of the next school year. Interpreters employed on a 10 month basis shall work the school year as determined above. Community relations officers and research associates employed on a 12 month basis shall work the calendar year subject to Articles 18, 19 and 20 hereof.
- (b) The work year for all Parenting and Family Literacy **Centre** Facilitators shall be the school year. The normal work week for each Parenting and Family Literacy **Centre** Facilitator assignment shall consist of four (4) hours per day, Monday to Friday, plus four (4) hours with pay as planning time per month. Where a Parenting and Family Literacy **Centre** Facilitator is authorized to work additional hours they shall be paid for such additional hours worked at their regular rate of pay. Parenting and Family Literacy **Centre** Facilitator wages shall be paid up to date and shall be issued through direct deposit to the employee's designated bank account, on a bi-weekly basis, on the first or second Friday commencing after the first instructional day of school, depending on when the Board's next available regular bi-weekly pay period falls. Bi-weekly payments shall continue thereafter, with the last pay being the Friday pay cycle following the last school day in June. In the case where the pay date falls on a Statutory Holiday, the pay will be directly deposited into the employee bank account on the day before the Statutory Holiday.
- 18.03 The annual salary of each special services staff member shall be divided into twenty-six (26) equal instalments and one (1) instalment shall be payable on the Friday of every second week. In the case of special services staff members working the school year plus six (6) days and interpreters employed on a 10-month basis, unpaid instalments comprising the balance of the salary shall be payable in the first regular pay which falls on the last day of work or within 14 calendar days.

- 18.04 A special services staff member who works only a portion of the school year, or the school year plus six (6) days working period, is entitled to be paid the special services staff member's salary in the proportion that the total number of days worked bears to the whole number of days in the said working period.
- 18.05 (a) The normal hours of work for 12 month special services staff members shall be thirty-six and a quarter hours (36.25) per week, made up of five 7.25 hour days - 8:30 AM to 4:45 PM with one hour off for lunch, Monday to Friday, both inclusive. The starting and leaving times stipulated may be changed from time to time with consent of the Local Association.
- (b) In lieu of payment for 15 minutes per day, special services staff members will not be required to work:
- (i) on the second Friday in July and the following five Fridays in July and August;
- (ii) on any workday between Christmas and New Year's which is not a holiday or a day in lieu of a holiday; OR
- (iii) on December 24 when December 24 falls on a Monday.
- (c) The Board may not require special services staff members to work on the remaining Fridays in July and August not included in 18.05(b) except that they will usually be required to work on the first Friday after Canada Day and the last Friday before Labour Day. The day(s) so affected will be a vacation day(s) as outlined in Article 20.02.
- (d) In any event, the Board may require the services of a special services staff member on workdays between Christmas and New Year's or on a Friday in July or August. Any member so affected will be entitled to another day(s) off in lieu thereof.
- (e) It is part of the duties of 12 month special services staff members to attend or conduct meetings relating to their work. It is understood that such duties, while they may, from time to time, take place outside of normal hours of work set out in 18.05(a), will not be compensated in cash but the present practice of arranging time off in lieu will continue.
- 18.06 (a) For initial placement, all previous qualified experience, to the maximum appropriate salary grid, may be credited. "Qualified experience" shall mean full-time or part-time experience gained in the same or equivalent job as determined by the Board subsequent to having acquired the qualifications necessary for the appropriate job.
- (b) Where the special services staff member's training, qualifications and experience cannot be readily classified in terms of the steps as they are

defined, the **Superintendent of Human Resources & Labour Relations, or designee**, shall review the training, qualifications and experience and determine the step in which the individual shall be placed.

- (c) (i) Experience gained as an Ontario qualified teacher may be granted to a maximum of four years, but not to exceed the maximum.
  - (ii) For employees hired on or after September 1, 1999, the Board may grant initial placement experience as a teacher or instructor at a Canadian University or a Canadian Community College to a maximum of 2 years, not to exceed the maximum step. Payment of this experience shall be as described in 18.07(b).
  - (d) Related experience, as appropriate and as determined by the Board, including teaching or instructor experience outside of Ontario or Canada may be granted to a maximum of two years, but not to exceed the maximum. The experience granted under 18.06(c) and (d) together may not exceed four years. The Board shall provide a written response to the special services staff member outlining the reasons for its decision in a timely manner.
  - (e) A Psychology staff member who becomes a Registered Psychologist, upon providing proof of registration, shall be placed on the same wage grid level of the salary grid for Psychologists as the wage grid level from which they have transferred.
- 18.07 (a) For the purpose of determining placement on the salary scale after the initial placement, qualified experience shall be calculated and credited as **of the commencement of the academic/working year each subsequent year**. Should this date lie within a probationary period of a special services staff member, the calculation will be made as of the contract anniversary date, but the special services staff member will not be moved to the next step until the completion of the probationary period.
- (b) All part-time and incomplete years of work will be prorated and expressed as a decimal fraction to two places of a complete work year. If the fraction determined above is 0.50 or greater, the qualified experience will be rounded up to the next whole number for the purposes of 18.07(a).
- 18.08 (a) Special services staff members holding a postgraduate degree or degrees (M.A., Ph.D.) from an approved university, requiring at least one full year of study beyond their basic degree (B.A.), shall be paid an annual allowance of **\$1,121 effective September 1, 2014** above grid placement, following successful completion of such degree and presentation of documentation to the Board, provided that the postgraduate degree, or any part thereof, is not required for placement in the job category.

- (b) Social workers who hold the Advanced Diploma in Social Work from the University of Toronto or equivalent, and who are not receiving an allowance under 18.08(a), will be paid an annual allowance of **\$1,121 effective September 1, 2014** above grid placement.
  - (c) Special services staff members who hold an Ontario Teacher's Certificate will be paid an annual allowance of **\$755 effective September 1, 2014**, above grid placement.
  - (d) Community relations officers and interpreters who are not receiving an allowance under 18.08(a) or (c), and who have completed one additional year of university beyond the B.A. level, will be paid an annual allowance of **\$755 effective September 1, 2014**, above grid placement.
  - (e) Any employee, other than a psychologist, who was receiving the allowance \$1,215 for registration on January 1, 1990 shall continue to receive this allowance with the following rate increases of **\$1,465 effective September 1, 2014**.
- 18.09 An annual allowance will be paid to those who provide evidence of certification and registration in their respective College of **\$1,205 effective September 1, 2014**. This allowance will be pro-rated to the employee's basic time class.
- 18.10 A **Supervision Allowance** of \$1,810 will be paid to psychologists/psychological associates assigned to provide professional supervision to psychology staff who are not autonomous practitioners of **\$1,810 effective September 1, 2014, \$1,810 effective September 1, 2015, \$1,828 effective September 1, 2016 and \$1,837 effective February 1, 2017**.
- 18.11 Members of the College of Psychologists authorized to perform the Controlled Act of Diagnosis shall be paid an allowance of **\$1,810 effective September 1, 2014, \$1,810 effective September 1, 2015, \$1,828 effective September 1, 2016 and \$1,837 effective February 1, 2017**. The payment of such allowance shall be pro-rated to the employee's basic time class.

ARTICLE 19

HOLIDAYS

19.01 Special Services Staff shall not be required to work on the following statutory holidays, and no amount shall be deducted from the pay which they are otherwise entitled to receive under Article 18 as a result of the failure to work on such holidays:

Thanksgiving Day  
Christmas Day  
Boxing Day  
New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Simcoe Day  
Labour Day

Any other day declared as a school holiday by the Minister of Education and Training or the Board, where applicable, and enjoyed by the Board's students.

ARTICLE 20

VACATIONS

20.01 It is understood and agreed that the annual salary as set out in 18.01 of special services staff members includes statutory holiday and vacation pay.

20.02 Community Relations Officers and Research Associates employed on a 12-month basis shall be entitled to four (4) weeks' vacation during each calendar year.

20.03 Community Relations Officers and Research Associates shall be entitled to the following amount of long service vacation:

<u>Years of Service</u>	<u>Amount of Vacation</u>
17	five (5) weeks
23	five (5) weeks plus one (1) day
24	five (5) weeks plus two (2) days
25	five (5) weeks plus three (3) days
26	five (5) weeks plus four (4) days
27	six (6) weeks

## ARTICLE 21

**PERSONS WITH DISABILITIES**

- 21.01 In the event that the Board wishes to employ a person or to arrange for the return to work of a special services staff member who has a disability that constitutes a handicap (as defined in section **10 (1)** of the *Ontario Human Rights Code*, **that could affect** the performance of any work to be done by such a person or special services staff member for the Board, the Board may, with the written consent of the Local Association and the person or special services staff member concerned or the parent or guardian thereof, enter into an arrangement in writing which provides for a wage rate, benefits and/or hours of work less than those provided in this agreement.

ARTICLE 22

OCCUPATIONAL HEALTH AND SAFETY

- 22.01 The Board recognizes the entitlement of the Local Association to appoint one representative, plus one alternate, to the Support Staff Joint Occupational Health and Safety Committee.
- 22.02 The Local Association and the Board shall establish a joint Health and Safety Committee.
- 22.03 The Board shall post up-to-date copies of the *Occupational Health and Safety Act* and the Asbestos Regulations in a prominent location in each staff room not later than September 30 of each school year.



ARTICLE 23

TRAVEL ALLOWANCES

- 23.01 (a) Special Services staff members required to use their vehicles for approved travel in connection with their assignment, shall be paid a travel allowance at the following rate:

**Effective September 1, 2014**

\$0.50 per kilometre for the first 5,000 kilometres in a calendar year  
\$0.45 per kilometre for subsequent kilometres travelled.

- (b) Employees shall be eligible for reimbursement for parking charges incurred while on Board business, subject to submitting an original receipt. This provision does not apply to parking charges incurred for attendance at Board facilities or locations, or where free parking is otherwise available nearby.
- (c) For the purposes of record keeping, each day's kilometers count begins and ends at the employee's central work location.

- 23.02 A special services staff member entitled to a reimbursement under 23.01, shall have public liability and property damage insurance for the vehicle in the amount of \$500,000 or such other amount as the Board's insurance brokers may recommend to the Board from time to time. If requested, the special services staff member shall furnish evidence of this insurance to the Board.

ARTICLE 24

RENEWAL, AMENDMENT AND TERMINATION

24.01 **In accordance with Article C3.2 of "Part A", this Agreement shall become effective on the 1<sup>st</sup> day of September, 2014 and shall continue in effect until the 31<sup>st</sup> day of August, 2017 and shall continue automatically thereafter during annual periods of one year unless notice if provided pursuant to Article C3.5 of "Part A" of the Collective Agreement.**

EXECUTED at Toronto on this 23<sup>rd</sup> day of June 2016.

FOR THE ASSOCIATION

*B. Shen*  
*M. D. Wood*  
*D. Farrell*  
*Julie M. Peter*

FOR THE BOARD

*Shane McKay*  
*Margherita Di Targa*  
*Domenico*  
*Mani*

APPENDIX A

LETTER OF INTENT RE PROGRAM AND SPECIAL SERVICES WORKSITE AND  
CENTRAL OFFICE MEETINGS

If no monthly meetings are held in Central Office or Worksites at which Special Service staff members are in attendance, the Board agrees that Special Service staff members can request meetings, but not more often than quarterly, to discuss matters of concern to the members as relates to their employment in Central Office or at the Worksite. A proposed agenda shall be provided with any request for such a meeting.

APPENDIX B

## Letter of Agreement - LTD

This will confirm that the parties have agreed to the following matters in addition to the matters set out in the collective agreement.

1. (a) The Board shall deduct from each pay of each special services staff member and forward to the carrier of the Plan, as authorized by the Association, such respective percentages of gross salary the Association states are required for membership by each of the special services staff members in the Long Term Disability Plan ("LTD Plan") and applicable related deduction(s) for the AD & D portion of the LTD Plan. The Board shall make such deductions only from those special service staff members receiving regular salary payments from the Board.
  - (b) There shall be no such deductions in the case of a special services staff member whom APSSP has informed the Board is not a member of the LTD Plan.
  - (c) The Association and/or its designate (Corporate Benefit Analysts Inc.) shall be responsible for the administration of such Plan, including informing in writing the Board, through the Superintendent of Education, Human Resources, of the amount of such premium deductions and any adjustments in such premium deductions and the names of any special services staff members from whom such deductions are not to be made.
  - (d) The Board shall continue with any current practice of advising special services staff members to contact their Association with respect to LTD related questions in relation to any leaves of absence.
2. In consideration of the Board agreeing to make the deductions referred to in paragraph 1 above, APSSP and/or its designate, agrees to indemnify the Board and hold it harmless against any and all suits, claims, demands or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the said paragraph 1 or in reliance on any list, notice or information that shall have been furnished to the Board by the Association.

APPENDIX CTORONTO CATHOLIC DISTRICT SCHOOL BOARD  
PLAN FOR SICK LEAVE AND RETIREMENT GRATUITY

## PART 1 - GENERAL

1. Under authority of section 39 of the School Administration Act, 1967, now The Education Act, a plan for SICK LEAVE AND RETIREMENT GRATUITY based on sick leave credit was revised as of September 1, 1969, for every employee eligible under section 5 hereof and, subject to the final authority of the Board, the administration of the plan shall be vested in the Director of Education.
2. The Director of Education shall have the power to do and perform all things necessary for the conduct of the plan including the power, subject to appeal to the Board, to allow or disallow any sick leave credit or deduction therefrom under this plan and to compute upon severance of employment, the gratuity, if any, payable to the employee.
3. The Director of Education shall direct that records of sick leave credits, accumulated sick leave and deductions therefrom be maintained.
4. In the case of dispute with respect to any matter concerning the operation of this plan, the decision of the Board shall be final.
5.
  - (a) All employees of the Board or the permanent or probationary staff other than those subject to other agreements shall be included under this plan.
  - (b) Persons employed on a part-time basis shall be included under this plan. The benefits will be calculated on a pro rata basis. A supply secretary who is assigned to a particular school or other place of work for at least three continuous months shall be eligible for two days of paid sick leave on the basis referred to in section 16.04 of the collective agreement but may not accumulate any unused sick leave beyond the period of such assignment.
  - (c) Temporary employees who are employed for a specific period of time shall be entitled to sick leave credits on a pro rata basis. However,

temporary employees who are employed on a day-to-day basis, or at any hourly rate of payment, shall not be included under this plan.

6. Sick leave credits shall be calculated for a working year of ten (10) months from September 1 at the rate of two (2) days per month. Sick leave credits shall be calculated for a working year of more than ten (10) months from January 1 at the rate of two (2) days per month. For any employee commencing employment after the first day of the working year, the sick leave credit shall be prorated at the stated rate per month from the date of commencing employment until the end of the working year.
7. At the commencement of employment, and at the beginning of each working year, the employee's sick leave account shall be credited with the total current year's sick leave allowance at the stated rate per normal working month.
8. One hundred per centum (100%) of unused sick leave may be accumulated.

#### PART 2 - INITIAL CREDIT AND TRANSFER

1. (a) Cumulative sick leave credits under Cumulative Sick Leave Plan in operation prior to September 1, 1969, will be credited to the employee's account in the revised plan.  
  
(b) Initial credits shall apply to employees of the Board on September 1, 1969.
2. Where an employee of a municipality or local board, which has established a sick leave credit plan under The Municipal Act or similar legislation, becomes an employee of this Board on or after the effective date of this plan (September 1, 1969), said employee shall be entitled to have placed to the employee's credit the sick leave credits standing to said employee's credit in the plan of the municipality or local board by which the employee was previously employed to the maximum allowed under the Toronto Catholic District School Board plan.
3. Where an employee of this Board becomes an employee of another board or municipality, said employee shall be entitled to a transfer of the employee's sick leave credit to the sick leave plan, if any, of the new employer. (Ref. The Municipal Act, section 386, paragraph 49)
4. No transfer into, or out of, the sick leave credit plan of this Board shall be made if the employee receives from the first of the two employers a gratuity or other allowance paid in respect to accumulated sick leave.

5. In the event of re-employment of an employee, the Board shall reinstate the accumulated sick leave allowance held by the employee on resignation, provided that the employee has not had intervening employment that interrupted the continuity under which such sick leave credits are accumulated and that the period of non-employment does not exceed six (6) months from the date of resignation.

### PART 3 - ABSENCE WITH DEDUCTION FROM SICK LEAVE CREDIT

1. Absence for illness of the employee for a period of three (3) consecutive working days or less may be certified by the school principal or by the official of the Board in charge of the appropriate department. Absence over three (3) consecutive working days must be certified by a qualified medical or dental practitioner and it is the responsibility of the employee to provide this evidence to the Board within five (5) days after returning to duty. The Board reserves the right to have a medical practitioner of its own choice make an examination of an employee at any time before allowance for sick leave is given or while benefits from the plan are being received.
2. Deductions shall be made from an employee's sick leave credit for the number of days of absence because of illness. No salary payment shall be made to the employee for absence beyond the number of days to said employee's credit in the sick leave plan.
3. If an employee submits a resignation effective earlier than the last day of the working year, deduction shall be made from the sick leave credit for the remaining months of the year at the stated rate of allowance per month, or fraction thereof.

### PART 4 – WORKPLACE SAFETY AND INSURANCE BOARD

Under the Workplace Safety and Insurance Act, this Board provides protection for its employees for loss of salary due to injury sustained in the course of duty. Absence of one working day or less will be charged to sick leave credit. Absences in excess of one day will not be charged to sick leave credit.

### PART 5 - RETIREMENT GRATUITY

1. An employee, upon retirement or death, shall be entitled to a gratuity based on the unexpended portion of the employee's sick leave credit (less any accumulated credits which have been used for leave purposes) in accordance with the following:

- i) the employee's normal weekly salary at the time of retirement or death shall be divided by 5. The result shall be multiplied by the number of unused accumulated days of sick leave times a percentage determined by crediting 1% for each of the employee's first 10 years of service with the Board plus 2% for each additional whole year of service up to and including the employee's 14th year and 3% for the 15th year and each additional year of service thereafter but in no circumstances shall such gratuity exceed 50% of the employee's annual rate of salary at the date of such retirement or death;
  - ii) only employees 60 years of age and over or receiving a pension from the OMERS Pension Fund shall be entitled to such gratuity;
  - iii) employees on staff as of June 30, 1969, may have their sick leave accumulated and their retirement gratuity calculated on the plan in force on June 30, 1969;
  - iv) no employee shall be entitled to more than an amount equal to the employee's salary, wages or other remuneration for one-half the number of days standing to the employee's credit and in any event not in excess of the amount of one-half year's earnings at the rate received by the employee immediately prior to termination of employment (ref. *The Education Act* and the *Municipal Act*);
  - v) the computation of the gratuity shall be based only on sick leave accumulated in service with this Board.
2. The retirement gratuity shall be paid in one amount on the first of the month following termination of employment, according to the option of the employee.
  3. In the event of the death of an employee, the retirement gratuity calculated on the cumulative sick leave credits at the time of death shall be paid to the beneficiary named in the employee's Group Life Insurance Policy. 4. The Board shall have the right at all times to withhold payment of a gratuity to a person discharged for reasons which the Board may deem to have moral or legal implications.

#### PART 6 - AMENDMENT OR REPEAL

The Board reserves the right to amend, repeal or re-enact any clause of the plan.



APPENDICES "D(1)", "D(2)" AND "D(3)"  
ARE APPENDED TO THIS COLLECTIVE AGREEMENT  
FOR INFORMATION ONLY

APPENDIX "D(1)"

HUMAN RESOURCES - MISCELLANEOUS

SABBATICAL LEAVE FOR POSTGRADUATE STUDY

H.M.04 POLICY

A sabbatical leave may be granted by the TCDSB upon the recommendation of the Director of Education for approved postgraduate study to an employee who is not provided for within a collective agreement.

Regulations:

1. (a) Employees with seven (7) years of successful experience with the TCDSB may apply for a sabbatical to undertake an approved postgraduate program of studies and will be paid 80% of their regular salary plus benefits.
- (b) Employees who undertake any program of studies at the request of the TCDSB shall be paid 100% of salary plus benefits and reimbursed for tuition fees.
2. The sabbatical study leave shall not exceed one year.
3. (a) The salary paid during a sabbatical leave shall be considered as a loan.
- (b) One-third of the loan will be considered repaid for each year of employment after reassignment.
4. Applications for a sabbatical leave shall be made on or before the 31 December of the year preceding the special leave.
5. The TCDSB may grant up to two (2) sabbatical leaves per year.

APPENDIX "D(2)"

HUMAN RESOURCES - MISCELLANEOUS

SABBATICAL LEAVE FOR UNDERGRADUATE OR NON DEGREE STUDY

H.M.05 POLICY

Policy A sabbatical leave may be granted by the TCDSB upon the recommendation of the Director of Education for approved undergraduate/non degree study to an employee who is not provided for within a collective agreement.

Regulations:

1. Support personnel with seven (7) years of successful experience with the TCDSB may apply for a sabbatical to undertake an approved undergraduate/non degree study and 100% of their regular salary plus benefits will be paid.
2. The sabbatical study leave shall not exceed one year.
3. (a) The salary paid during a sabbatical leave shall be considered as a loan.  
(b) One-third of the loan will be considered repaid for each year of employment after reassignment.
4. Applications for a sabbatical leave shall be made on or before the 31 December of the year preceding the special leave.
5. The TCDSB may grant up to two (2) sabbatical leaves per year.

BM p 188, 16 Oct 86; BM, 17 May 84; BM p 514, Jun 73

APPENDIX "D(3)"

HUMAN RESOURCES - MISCELLANEOUS

CATHOLICITY AND SCHOOL SUPPORT

H.M.08 POLICY

1. All teaching personnel and others who work directly with children shall be Catholics unless otherwise approved by the TCDSB or specifically exempted by legislation.
2. All TCDSB personnel hired subsequent to 31 October 1969 shall be required to be separate school supporters if eligible by law to be separate school supporters.
3. Notwithstanding 2. hereof, all members of the Executive Council shall be separate school supporters.

BM p 188, 16 Oct 86; BM p 1324, Oct 69.

APPENDIX E

MEMORANDUM OF AGREEMENT  
BETWEEN  
TORONTO CATHOLIC DISTRICT SCHOOL BOARD (the "Board")  
And  
ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (the  
"Association")

RE: Psychology PhD Internship Program

WHEREAS the Board has entered into an agreement to participate in a Consortium comprised of the Toronto District School Board and Mental Health Agencies in partnership with OISE (the "Consortium Agreement");

AND WHEREAS pursuant to this agreement the Board will host two (2) Psychologist PhD Internship positions (hereinafter the "Interns"), in accordance with the Consortium Agreement, which will provide placements of at least seven hundred (700) hours, or two and one-half (2.5) days per week, for two (2) students currently in the Psychologist PhD Internship Program;

AND WHEREAS both Parties recognize the value of such internships in providing school based training and the Association's interest in ensuring the integrity of its Collective Agreement specifically with respect to the work of its bargaining unit;

AND WHEREAS the Parties recognize that certain constraints prevent full participation in the terms of the Collective Agreement by individuals participating in the Psychology Internship Program;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Parties agree that the following provisions of the Collective Agreement will apply to the interns placed at the Toronto Catholic District School Board pursuant to the Consortium Agreement:

1. Article #1.01 (Recognition of Association)
2. Article #2 (Association Rights)
3. Article #3 (Management Rights)
4. Article #4 (Employee Rights)
5. Article #5 (No Cessation of Work)

6. Article #7 (Communications)
7. Article #8 (Dues Check-Off) – Applicable only to the hours worked at the Board
8. Article #9 (Professional Development)
9. Article #16 (Leaves of Absence) Subject to the requirements of the Psychology Internship Program the following shall apply:
  - a) #16.01 (Bereavement Leave)
  - b) #16.05 (a) (Urgent Personal Business)
10. Article #17 (Workplace Safety and Insurance) – Applicable only for those periods/hours that the Interns are working at the Board.
11. Article #18 (Remuneration and Period of Work) – will not apply. The Board agrees to provide full disclosure to the Association of the details, including but not limited to the amount of stipend and the schedule of payments, in respect of the remuneration paid by the Board to the Interns.
12. Article #19 (Holidays) – Subject to the requirements of the Psychology PhD Internship Program, Interns shall not be required to work on statutory holidays which occur during the school year of their practicum.
13. Article #22 (Occupational Health and Safety)
14. Appendix “J” (Working Conditions)
15. Appended APSSP MOU – Applicable only to Clause P – Provincial Mental Strategy (Partnership with External Agencies), of the APSSP and the Ministry of Education Memorandum of Understanding, dated July 30, 2012.
16. Where any provision contained in this Agreement conflicts with “Part A” of the Collective Agreement, the terms of “Part A” shall prevail.

APPENDIX F

LETTERS OF UNDERSTANDING

RE: Career Opportunities

The Parties believe that APSSP members shall be accorded every opportunity to pursue positions within the Board that are made available, commensurate with appropriate professional and applicable expertise.

APPENDIX G

RE: Interpreters

In the event that the Board employs Interpreters, they will be paid the wages and benefits listed in the collective agreement expired August 31, 1998 plus any additional wage increases and benefit improvements found in subsequent collective agreements.

APPENDIX H

LETTER OF UNDERSTANDING

RE: Joint Committee Related Experience

The Joint Committee on Related Experience shall meet to review any unresolved complaints on the application of previous related experience. Any complaints which the committee is unable to resolve by March 31, 2009 may proceed to arbitration under Article 10.



APPENDIX I

LETTER OF UNDERSTANDING

Re: Settlement Counsellors

In the event that the Board were to receive Federal funding from CIC to support the employment of Settlement Counsellors at any time in the future, or if the Board employs Settlement Counsellors through any other source of funding, the parties will meet to discuss their terms of employment, and in particular, compensation, hours of work, and work year, and any other matters necessary to incorporate them into the collective agreement.

The Board agrees to give the Association reasonable notice if, at a future date, the Board is granted Federal funding, or funding from any other source, for the purpose of employing Settlement Counsellors.

APPENDIX J

## LETTER OF UNDERSTANDING

WORKING CONDITIONS

The Board shall endeavour to provide adequate space, privacy, equipment, supplies, resources, administrative support (to log referrals and open student files), and secure file storage to enable APSSP members to appropriately and ethically perform their professional duties. Such space shall include adequate ventilation and shall ensure a minimum of noise, disruption and extremes in temperature. APSSP members are not expected to absorb the cost of such items.

APSSP members will continue to exercise their professional care in the use of Board property. In the circumstances of a loss or theft, APSSP members will follow the appropriate procedures to report that loss. APSSP members are not expected to absorb the cost of lost or stolen items whether the value of the lost or stolen item is less than \$1,000 or greater than \$1,000 (e.g. laptop computer).

The Superintendent of Special Services shall meet with the APSSP Working Conditions Committee at least two times per school year (or as requested by either party) to discuss working condition issues related but not limited to: work sites, communications, basic supplies and resources, equipment – training and management, administrative support, professional development, workload, and the filling of vacant positions.

APPENDIX K

## Memorandum of Understanding (MOU) – July 30, 2012

Subject to any required modifications and replacements, and except as it may be amended by statute/regulation or PPM, the parties agree that the terms and conditions relevant to this bargaining unit contained in the Memorandum of Understanding (MOU) between the Ministry of Education and APSSP dated July 30, 2012 (attached hereto as Addendum A) and the MOU as further amended between the Ministry of Education and APSSP dated June 14, 2013 (attached hereto as Addendum B) shall form part of the terms and conditions of employment and form part of the revised collective agreement as required by the *Putting Students First Act, 2012*, for the restraint period September 1, 2012 to August 31, 2014 and extension thereof. The terms contained in the MOU shall supersede any provisions of the 2008-2012 collective agreement between the parties which are inconsistent with, or not substantively identical to, the MOU terms.

APPENDIX L

LETTER OF UNDERSTANDING

STAFFING ENHANCEMENT

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

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

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

- Offset staff reductions in Professional and Para-Professional Support Staff in the bargaining unit that may otherwise have occurred between the 2008-2009 and 2009-2010 school years due to declining enrolment;
- Use all remaining funds to hire additional Board-employed Professional and Para-professional Support staff in the bargaining unit in 2009-2010 up to the value of the Board's share of this new allocation to enhance direct services to students with special needs and/or at risk students targeted to the following job categories: attendance counsellors, social workers, community relations officers, speech-language pathologists, audiologists, psychologists, psychological associates and psycho-educational consultants. Special consideration will be given to the needs of Grade seven (7) and eight (8) students.
- The Board will share the financial analysis and calculations of this allocation with the Bargaining unit.

APPENDIX M

LETTER OF UNDERSTANDING

PROVINCIAL COMMITTEES

In the event that any employee in the bargaining unit participates in any Provincial committee created by the Provincial Discussion Table Agreement with APSSP dated May 14, 2008, or pursuant to the current Memorandum of Understanding dated July 30, 2012, all time spent participating in such committee or sub-group shall be treated as paid time based on a regular working day.

APPENDIX N

LETTER OF UNDERSTANDING

PARTNERSHIP – EXTERNAL AGENCIES

In the event that a provincial Protocol Template and/or Guiding Principles is developed in accordance with the Provincial Discussion Table Agreement with APSSP for partnerships with external agencies in the areas of regulated health, social service and paraprofessionals, the parties to this collective agreement agree to establish a joint committee of up to three representatives of both parties to address the manner in which such provincially developed and mandated Protocol Template and/or Guiding Principles if any are to be implemented.

ADDENDUM "1"

MEMORANDUM OF UNDERSTANDING

Between

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)

And

THE MINISTRY OF EDUCATION

July 30, 2012

A. Term

The term of collective agreements within the scope of this Memorandum of Understanding (MOU) is two (2) years (September 1, 2012 to August 31, 2014).

B. Salary Increases

1. 0% in 2012-13
2. 0% in 2013-14

C. Retirement Gratuities

1. Effective August 31, 2012, employees currently eligible for a retirement gratuity shall have accumulated sick days vested, up to the maximum eligible under the retirement gratuity plan.
2. Upon retirement, an employee eligible for a retirement gratuity shall receive a gratuity payout based on the employee's current accumulated vested sick days, in accordance with #1 above, and years of service and salary as of August 31, 2012.
3. Effective September 1, 2012, all accumulated non-vested sick days shall be eliminated.

D. Sick Leave/Short Term Leave and Disability Plan/Long Term Disability Plan

The provisions relating to the Sick Leave/Short Term Leave and Disability Plan, outlined below, meet the requirements of the Employment Insurance (EI) Regulations for a premium reduction under s.69 of the EI Act. If there is any question as to whether the Plan meets these requirements, the parties will cooperate so as to ensure compliance with these requirements.

**Sick Leave Days**

1. Each school year, an APSSP member shall be paid 100 % of regular salary for up to ten (10) days of absence due to illness. Illness shall be defined as per the 2008-12 local collective agreement. A part-time APSSP member shall be paid 100% of their regular salary (as per their full-time equivalent status) for up to ten (10) days of absence due to illness. These days shall not accumulate from year-to-year.
2. Any leave provision under the local 2008-2012 collective agreement that utilizes deduction from sick leave, for reasons other than illness, shall be granted without loss of salary or deduction from sick leave to a maximum of five (5) days per school year. Local collective agreements that currently have less than five (5) days shall remain at that number. Local collective agreements that have more than five (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.



### Short Term Sick Leave

1. Each school year, a APSSP member absent beyond the ten (10) sick leave days paid at 100% of salary, as noted in clause 1 above, shall be entitled up to an additional one hundred and twenty (120) days short term sick leave to be paid 66.67% of regular salary (as per their full-time equivalent status), and be eligible for 90% of regular salary (as per their full-time equivalent status) in accordance with the Short-Term Leave and Disability (STLDP) provisions detailed below.

This clause is applicable to employees who are members of the Ontario Teachers' Pension Plan (OTPP) and is subject to either Teacher Pension Plan amendment or legislation:

1. Within the purview of the Teacher Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation to amend the Ontario Teachers' Pension Plan to allow for adjusting pension contributions to reflect the Short-Term Sickness Leave/Short-Term Leave and Disability Proposal (STLDP) with the following principles:
  - i. Contributions will be made by the employee/plan member on the unpaid portion of each sick leave day under the STLDP, unless directed otherwise in writing by the employee/plan member;
  - ii. The government/employer will be obligated to match these contributions;
  - iii. if the plan member/employee exceeds the maximum allowable sick-days and does not qualify for Long Term Disability (LTD)/Long Term Income Protection (LTI), pension contributions will cease and the employee is not eligible to earn pensionable service until the LTD/LTIP claim is re-assessed and approved or if the employee returns back to work.
    - a. If the LTD/LTIP claim is re-assessed and approved, then the member will be entitled to earn service by making contributions subject to existing plan provisions for a period of time that does not exceed the difference between the last day of work and the day when LTIP benefits begin and the government/employer will be obligated to match these contributions.
    - b. If not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.
  - iv. the exact plan amendments required to implement this change will be developed in collaboration with Ontario Teachers' Pension Plan (OTPP) and the co-sponsors of the OTPP (Ontario Teachers' Federation (OTF) and the Minister of Education); and
  - v. the plan amendments will have to respect any legislation that applies to registered pension plans such as the Pension Benefits Act and the Income Tax Act.

This clause is applicable to employees who are members of the Ontario Municipal Employees Retirement System (OMERS). With respect to implications for pensions, the provisions in this section would be subject to the OMERS pension plan and will have to respect any legislation that applies to

registered pension plans such as the *Pension Benefits Act* (PBA) and the *Income Tax Act* (ITA). Consistent with that framework, this MOU commits the parties to the following principle:

The employer will provide contributions in accordance with the OMERS plan provisions subject to the options chosen by the employees in periods of leave.

In school boards where the Long Term Disability Plan waiting period currently exceeds 130 days the 120 day short term sick leave period referenced above shall be extended to the minimum waiting period required by the plan until such time, but no later than January 1, 2013, that the Association becomes the policy holder of all Long term Disability plans .

3. For the purpose of determining the divisor for the number of days worked that constitutes a year, separate classes of employee groups shall be used. This will be consistent with the classes identified in the current long term disability plans for the respective employee groups.

Effective September 1, 2012 the school boards shall notify APSSP members, copied to the chapter, when they have exhausted their ten (10) days of sick leave at 100% of salary in any school year. Failure to notify an employee, or the unit, will not be subject to the grievance procedure if such failure is due to circumstances beyond the control of the board.

See attached for the common method of deduction (Payment of Reduced Income Days) to be used by all school boards.

#### Short Term Leave and Disability Plan (STLDP)

1. For APSSP member absences that extend beyond the ten (10) sick leave days paid at 100% of salary referenced above the APSSP member shall be eligible for a STLDP of 90% of regular salary, subject to the appended mutually agreed to third party adjudication process.

In the event that a school board fails to implement the STLDP third party adjudication process with the Ontario Teachers' Insurance Plan (OTIP) by September 1, 2012 all absences due to illness beyond the ten (10) sick leave days paid at 100% of salary shall be paid at 90% of regular salary. Illness shall be defined as per the 2008-12 local collective agreement. Payments made prior to the implementation of the STLDP will not be subsequently adjudicated under the STLDP.

2. Subject to the third party adjudication process, an absence is eligible for the STLDP under either of the following conditions:
  - a. All, or any part of, an absence of five (5) or more consecutive work days, occurs beyond the ten (10) sick leave days paid at 100% of salary.
  - b. An absence of any duration beyond the ten (10) sick leave days paid at 100% of salary due to an ongoing or intermittent medical condition such as, but not limited to, recurring illnesses or medical conditions, or any form of chronic condition.
3. School boards and APSSP shall fully comply with the provisions of the STLDP and cooperate with the third party adjudicator in the implementation and administration of the STLDP.

4. School boards and APSSP shall fully comply with the notification requirements defined by the administration provisions of the STLDP and cooperate with the third party adjudicator in the implementation and administration of a mandatory early intervention and return to work processes as a component of the short term disability plan.
5. The school boards shall be the policyholder and be responsible for the costs of the third-party adjudication process.
6. It is agreed that, for the term of this MOU, the decisions of the third party adjudicator shall be subject only to the appeal process and not the grievance process.
7. The school board shall reimburse the cost of medical documentation required by the third-party adjudication process.
8. The agreed upon third party adjudication contract and process will be reviewed by the school boards and/or OCSTA or OPSBA as applicable, in consultation with APSSP, by August 31, 2014.

Should the school boards and/or OCSTA or OPSBA as applicable engage in an RFP process for a third party adjudication process, APSSP shall be consulted on the development of the RFP to ensure consistency with long term disability plans.

The adjudication process between the STLDP and the long term disability plans shall provide a consistent continuum of coverage. An essential criterion in evaluating any RFP will be consideration of a seamless third party adjudication process with the long term disability plans.

#### APSSP members in Contract Assignments

1. The definition of a contract APSSP member shall be as per the respective local collective agreement with APSSP.
2. APSSP members in a contract assignment for which sick leave would have been provided under the provisions of the local 2008-12 collective agreement shall be eligible for the Sick Leave and STLDP subject to the conditions in number three (3) below. For clarity, such plans cannot extend beyond the term of a given contract assignment.
3. The number of days available to an APSSP member in a contract assignment in the Sick Leave and STLDP shall be in the same proportion that the sick leave for contract APSSP members is in the 2008-12 local collective agreements relative to the sick leave entitlement in those same collective agreements for regular (non-contractual) APSSP members.

For example and greater clarity, if in the 2008-12 local collective agreements contractual APSSP members had the same entitlement to sick leave as regular (non-contractual) APSSP members then under this MOU contractual APSSP members would have ten (10) days of sick leave at 100% of salary based on a ten (10) month contract assignment, pro-rated based on the length of the assignment. Such leave shall not accumulate from school year to school year.

4. The STLDP allocation would be proportional in the same manner as the sick leave is proportional as provided for in this section.
5. A contract APSSP member may accumulate unused sick leave from one contract assignment to another contract assignment within the same school year.

#### Workplace Safety and Insurance Board (WSIB)

Notwithstanding the above, WSIB benefits shall be maintained in accordance with the 2008-2012 local collective agreement. For clarity, where the current WSIB top up is deducted from sick leave the board shall maintain the same level of top-up without deduction from sick leave.

#### Maternity Leave

Notwithstanding the above, an APSSP member shall receive 100% of salary for not less than a six (6) week period following the birth of her child, subject to provisions in the 2008-12 local collective agreement but without deduction from sick leave. APSSP members who require a longer than six week recuperation period shall have access to the short term disability plan through the normal adjudication process.

#### Long Term Disability (LTD) Plans

1. Effective September 1, 2012, the third party adjudicator shall copy the chapter notice regarding all individuals who begin to access the short term leave and disability plan at the time notification of the adjudication decision is provided to the school board.
2. Effective September 1, 2012, the school boards shall participate in early intervention programs initiated on behalf of disabled APSSP members who shall participate in such programs.
3. Effective September 1, 2012, the school boards shall participate in return to work programs initiated on behalf of disabled APSSP members.
4. The school boards shall provide a list of APSSP members on claim as of September 1, 2012 and on December 31, 2012.
5. Effective July 4, 2012 school boards will not draw down on reserves, surpluses and/or deposits out of the APSSP members' share of existing LTD plans without the express written consent of APSSP. Such consent shall not be unreasonably withheld. This clause does not apply where the school board pays 100% of the LTD premiums (Dufferin-Peel CDSB).

#### E. Benefits

1. The government proposes to establish a committee composed of teachers' federations, support staff unions, school boards, school board trustee associations and the government (Ministries of Education and Finance) to fully investigate the creation of one or more "provincial" benefits plan(s) for the education sector, with a view to consolidation and consistency of approach.

2. The Committee would complete its work by January 1, 2014 for consideration during collective agreement discussions in 2014, with solutions that ensure the fiscal sustainability of benefits plans for employees, employers, and taxpayers into the medium and long-term.
3. With the exception of the Long Term Disability Benefit plans, all group benefit plan coverage levels, provisions and practices in place in 2011-2012 shall remain *status quo* for the 2012-2014 collective agreements. For clarity, *status quo* includes any scheduled adjustments based on the contract definition(s) and these will occur as scheduled (e.g. If in September 2011 the ODA rate was set at 2010 rates, in September 2012 the ODA rate would be set at 2011 rates).
4. Effective July 4, 2012, in order to ensure the fiscal sustainability of health care benefit plans for employees, employers, and taxpayers into the medium and long term, the withdrawal of any monies from any health care benefit plan reserves, surpluses and/or deposits shall require the express approval of the Minister of Education. All such withdrawals shall be reported to the committee established in accordance with E1 above.
5. One of the objectives of the committee review will be to provide full and complete transparency by ensuring that there is an ongoing mechanism for the release of all benefit plan information, including all financial data, to employees through their representative organizations, employers and the government.

**F. Benefits after Retirement**

1. Effective September 1, 2013, any new retiree (or his/her family) in the education sector who has access to post-retirement benefits (health, dental, life, etc.) and pays premiums for such benefits shall be included in an experience pool segregated from all active employees, such that the pool is self-funded.
2. Effective September 1, 2013, no new retirees (or his/her family) in the education sector shall be eligible for employer contributions to any post-retirement benefits (health, dental, life, etc.).
3. Existing retirees (or his/her family) and any employee retiring before September 1, 2013 in the education sector who has access to post-retirement benefits (health, dental, life, etc.) will continue to be included in the experience pool in which they are presently included and pay the appropriate premiums for that existing experience pool. Employer contributions where they currently exist will continue for this group.

**G. Unpaid Leave Days**

The following parameter shall be in effect during only the 2012-13 and 2013-14 years:

1. All APSSP members will take three (3) unpaid leave days on three (3) scheduled professional activity days for the 2013-14 school year. These days shall exclude any day designated for the purpose of assessment and completion of report cards at the elementary level (as per the 2008-

- 2012 local collective agreement). The dates of the unpaid leave days shall be October 11, 2013, December 20, 2013, and March 7, 2014.
2. Savings resulting from G1 above shall be applied against the government's fiscal targets for the education sector.
  3. This clause is applicable to employees who are members of the Ontario Teachers' Pension Plan (OTPP) and is subject to either Teacher Pension Plan amendment or legislation:
    - a) Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation to amend the Ontario Teachers' Pension Plan to allow for adjusting pension contributions to reflect the Unpaid Professional Activity (PA) Days Proposal with the following principles:
      - b) The definition of pensionable salary would be amended as appropriate to ensure that it does not reflect the reduction due to the unpaid PA days;
      - c) The exact plan amendments required to implement this change will be developed in collaboration with OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education);
      - d) The plan amendments would have to respect any legislation that applies to registered pension plans such as the Pension Benefits Act, and the Income Tax Act.
    - e) The plan amendments, if approved, will come into effect on September 1, 2012.

This clause is applicable to employees who are members of the Ontario Municipal Employees Retirement System (OMERS). With respect to implications for pensions, the provisions in this section would be subject to the OMERS pension plan and will have to respect any legislation that applies to registered pension plans such as the *Pension Benefits Act* (PBA) and the *Income Tax Act* (ITA). Consistent with that framework, this MOU commits the parties to the following principle:

The employer will provide contributions in accordance with the OMERS plan provisions subject to the options chosen by the employees in periods of leave. Where the employee chooses to make contributions during periods of authorized unpaid leave (where the employee is required to contribute both employee and employer's share), with respect to the three days identified under section G1, the employer will reimburse the employee fifty percent (50%) of those contributions (equivalent to the employer's normal share).

#### H. Professional Learning Funding In GSN - Elementary panel only

The Parties note the Government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to amend the allocation in the GSN for enhancing professional learning opportunities for teachers. The per pupil funding benchmark for professional learning under the Pupil Foundation Grant will be suspended for the 2012-2013 and 2013-2014 school years.

If this funding is not reinstated, the savings will be credited towards any fiscal targets beyond the term of this MOU.

The provisions of collective agreements related to the allocation of the suspended funding for professional learning opportunities for teachers will not be operational.

I. Secondary programming

The Parties note the Government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to amend the allocation in the GSN supporting the expansion of secondary programming. The provision in the 2008 PDT Agreement providing for the expansion of secondary programming effective August 31<sup>st</sup> 2012, will not be implemented.

The provisions of the collective agreements related to the scheduled expansion of the secondary programming effective August 31<sup>st</sup> 2012 will be suspended until August 31<sup>st</sup> 2014.

If this funding is not reinstated, the savings will be credited towards any fiscal targets beyond the term of this MOU.

J. Salary Grids

1. All APSSP members shall move through and across the salary grid in accordance with their individual experience and qualifications, in accordance with their local collective agreement.

The increments shall come into effect on the ninety-seventh (97<sup>th</sup>) day of each school year.

2. The government shall meet to review school board employee salary grids with stakeholders during the term of the 2012 to 2014 PDT agreements including, but not limited to, how employees move on the experience and qualification salary grid (where applicable) and the variation currently in the monetary value of each grid step, with a view to future sustainability.

K. Dispute Resolution/Enforcement Mechanism

For the term of collective agreements within the scope of this MOU, a dispute pertaining solely to any of the terms or conditions specifically agreed upon at the 2012 MOU that are incorporated into a local collective agreement, with the exception of matters agreed-to through local bargaining, shall be subject to the following procedures:

Neither an APSSP local chapter nor a School Board shall have the jurisdiction to initiate or identify a dispute pertaining to the terms or conditions of this MOU. A dispute shall be identified exclusively by OCSTA, OPSBA or APSSP (provincial) and be limited to terms and conditions of this MOU.

Prior to utilizing the procedure below, any dispute pertaining to this MOU as described above, shall be subject to an attempt at resolution in the following manner: a) Both OCSTA or OPSBA and APSSP shall name a representative to attempt a mutual resolution of the dispute by attending at the local board

where such dispute occurred and attempt to resolve the issue. Any resolution shall be reduced to Minutes of Settlement that shall be subject to 8 and 9 below. This attempt at resolution shall be completed within ten (10) working days of the dispute being brought to OCSTA's or OPSBA's or APSSP's attention. If the matter is not resolved within the ten (10) day period, the matter shall be deemed to be at impasse.

In the event of impasse, the following procedure shall apply forthwith:

1. APSSP and the local Board shall outline, in writing, their respective interpretations of the application of the term or condition in question.
2. Within five (5) days of the impasse, the matter shall be referred to an arbitrator for determination on an expedited and informal basis. Both OCSTA or OPSBA and APSSP shall agree on a list of eight (8) arbitrators who agree to function according to the process outlined in the Central PDT agreement Dispute Resolution.

Failing mutual agreement on a list each party (OCSTA or OPSBA and APSSP) shall provide the Ministry of Education with a list of four (4) arbitrators.

The list of eight (8) arbitrators shall be arranged alphabetically and shall be appointed to a dispute, either by mutual agreement or by the Ministry of Education utilizing the following protocol:

- (i) The list of eight (8) arbitrators shall be arranged alphabetically;
  - (ii) When an issue in dispute arises the arbitrators shall be approached in the order they appear on the list;
  - (iii) If an arbitrator approached as in (ii) above is unavailable, the next arbitrator in sequence on the list shall be approached until there is an arbitrator available;
  - (iv) A subsequent dispute shall be put to the arbitrator on the list directly next in line after the arbitrator who decided the last issue;
  - (v) The sequence above shall be repeated for each subsequent dispute.
3. Within twenty (20) days of the referral, the arbitrator shall render a decision. *\*\*see note at end re arbitrators*
  4. The arbitrator shall have all of the powers provided to arbitrators under the Ontario Labour Relations Act and the applicable local collective agreement.
  5. It is understood that a hearing may take place after regular business hours in order to meet the time line stipulated.
  6. Any party or person present at the discussions leading to this MOU may be called on to give evidence and is compellable, except Counsel.



7. The arbitrator shall provide a final and binding interpretation of this MOU and provide a final and binding remedy in respect of any violation or contravention of this MOU.
8. Within five (5) days of the decision being rendered it shall be circulated to all local chapters and boards, unless the parties agree otherwise.
9. The decision or any settlement shall be binding on all parties to all collective agreements that incorporate the terms and conditions agreed to in this MOU and incorporated into a local collective agreement for the term of the agreement.
10. The government is deemed to be a party to this process.
11. The arbitral costs of resolving any dispute shall be shared equally between the district school board in which the dispute arose and APSSP.

*\*\* Note: the concept is to engage arbitrators who are willing to hold such hearings within the stipulated timelines by prior consultation before being included on the list of arbitrators. Pragmatically most hearings will be held after regular business hours.*

**L. Opportunity to Bargain Locally and Avoid Disruptions to Student Learning**

Effective September 1, 2012, the provisions of this MOU shall apply and supercede any related provision of any APSSP local agreement.

1. A period of local bargaining shall occur following the signing of this MOU and shall cease by December 31, 2012.
2. Any changes to local agreements, other than those specifically required by this MOU must be mutually agreed to by APSSP and the local school board. Any local bargaining will not amend sections of the collective agreement amended by this MOU.
3. All clauses of the collective agreement that are not amended by this MOU or by the process identified above shall remain status quo.
4. The parties agree that for the purpose of the 2012 -2014 collective agreements all letters of intent or understanding, minutes of settlement, or any other memoranda, contained or pertaining to the 2008-2012 collective agreements, dealing with any term or condition of a collective agreement, or any other term or condition negotiated between the parties, shall continue in force and effect until renegotiated by the parties.
5. There shall be no strikes, lockouts, or applications for conciliation during the period of local bargaining.

**M. Access to Information**

1. The Government and School Boards will continue to respond to requests for information and current data, pertinent to the education sector, in a timely manner.
2. By August 15<sup>th</sup> of each school year, every school board shall collect and provide to the Ministry of Education, APSSP, and OCSTA or OBPSA electronic data regarding sick leave usage for all APSSP members during the school year. This shall be provided indicating individual APSSP member use and consolidated data for all APSSP members in the school board.

**N. Transferability of Other Agreements**

APSSP, OCSTA and OPSBA acknowledge the Government's commitment that School Boards and APSSP will not receive amounts proportionally less than the overall financial settlements reached in any other PDT agreements or Memoranda of Understanding that relate to education support workers subject to APSSP, OCSTA and OPSBA complying with the conditions associated with this MOU.

The government shall ensure that school boards consistently apply freezes to compensation costs, including wages, benefits and perquisites to all employees employed by the school boards, as set out in the letters to Directors of Education, dated April 11, 2012.

**O. Province Wide Collective Bargaining**

Ontario's 2012 Budget proposed to move forward with a more centralized approach to collective bargaining in the Broader Public Sector. In keeping with the 2012 Budget, the government will begin consultations in the Fall of 2012 with the teacher's federations, support staff unions, school board trustee associations and school boards to develop the appropriate legislative and regulatory framework for provincial bargaining that would, if approved by the legislature, take effect by January 1, 2014.

**P. Provincial Mental Health Strategy**

The Ministry of Education and APSSP acknowledge the ongoing implementation of the Children's Mental Health Strategy within the Province of Ontario.

The Ministry of Education and APSSP further acknowledge the importance of initiatives being implemented within the provincial schools system pursuant to the Children's Mental Health Strategy including but not limited to the addition of Mental Health Nurses, Mental Health Leads and the protocol for partnerships with external agencies.

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 APSSP members, nor diminish their hours of work. Further, the contents of Provincial Policy Memorandum 149, as at the date of this MOU, are hereby affirmed.

Appendices:

1. STLDP Adjudication Process
2. Payment of Reduced Income Days

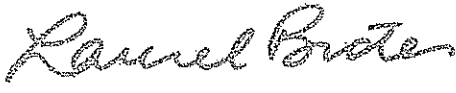
For APSSP



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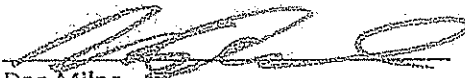
Joseph G. Connor,  
Provincial Vice President External Affairs, APSSP

For the Ministry of Education



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The Honourable Laurel Broten  
Minister of Education



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Dan Milne  
Provincial Vice President Negotiations, APSSP

**ADDENDUM "2"**

**Memorandum of Understanding, dated August 31, 2012 between**

**the Ministry of Education**

**and**

**Halton District Educational Assistants Association;  
Educational Assistants Association of the Waterloo Region District School Board;  
Dufferin-Peel Educational Resource Workers' Association; and,  
Association des enseignantes et des enseignants franco-ontariens (AEFO)  
Collectively referred to as "the Signatory Unions". - UPDATE**

**AND**

**Memorandum of Understanding, dated July 30, 2012 between**

**the Ministry of Education**

**and**

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

**June 14, 2013**

Further to the respective Memoranda of Understanding, dated August 31, 2012 and July 30, 2012 between the parties (the "2012 MOUs") and their respective Section O, Transferability of Other Agreements, and Section N, Transferability of Other Agreements, and given the OSSTF MOU, and the recent updates to the MOUs of OECTA, CUPE and AEFO, the parties recognize that it is appropriate and advisable that the 2012 MOUs be updated with respect to the following items, as set out below:

- I. Non-vested Retirement Gratuity for Employees
- II. Sick Leave/Short Term Sick Leave Disability Plan
- III. Maternity Benefits
- IV. Unpaid Leave Days
- V. Offsetting Measures for All Bargaining Units
- VI. Specialized Job Classes
- VII. Job Security for Support Staff

#### Appendix A Clarification of MOUs

The government will make every effort to ensure that the changes to the 2012 MOUs set out below are implemented by the school boards, and will take measures to support that outcome, including:

- A) recommending to Cabinet that the matching amendments be made to the regulation under the Education Act dealing with Sick Leave Credits and Gratuities, and
- B) making every effort to ensure that:
  1. The changes shall be appended without amendment to, and form part of, the existing local collective agreements;
  2. For the changes noted as needing local discussions about implementation, those discussions will commence immediately and must conclude by June 28, 2013; as follows:
    - I. Local discussions cannot be inconsistent with the terms contained in the 2012 MOUs, as applicable, and these changes or associated regulations and legislation;
    - II. Prior to the first local implementation discussions meeting, the Parties shall disclose to each other the local implementation issues for consideration;

- III. There shall be a minimum of two and no more than six full-days of local implementation discussions for each bargaining unit. Such time requirements may be altered with mutual consent;
- IV. At any point in the process, a request may be made by either Party for mediation assistance from the Ministry of Labour.

Dated this \_\_\_\_\_ day of June, 2013, Toronto, Ontario

For the Signatory Unions

[Signature]  
[Signature]  
[Signature]  
[Signature]

For the Government

[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

For APSSP

[Signature]

## I. Non-Vested Retirement Gratuity For Employees

This provision shall be added to the 2012 MOUs:

### Retirement Gratuities

The minimum years of service for retirement gratuity shall be defined as the lesser of the contractual minimal service requirement in the 2008-2012 collective agreement, or ten (10) years.

Those employees with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2012. These employees shall be entitled to a Gratuity Wind-Up Payment calculated as the lesser of the board's existing amount calculated under the board's collective agreement as of August 31, 2012 (or board policy as of that date) or the following formula:

$$\frac{X}{30} \times \frac{Y}{200} \times Z = \text{Gratuity Wind-Up Payment}$$

X = years of service (as of August 31, 2012)

Y = accumulated sick days (as of August 31, 2012)

Z = annual salary (as of August 31, 2012)

For clarity, X, Y, and Z shall be as defined in the 2008-2012 collective agreement, or as per policy or practice of the board for retirement gratuity purposes.

The Gratuity Wind-Up Payment shall be paid to each employee by the end of the school year.

The pay-out for those who have vested Retirement Gratuities shall be as per Ontario Regulations 2/13 and 12/13 made under the *Putting Students First Act, 2012* and Ontario Regulations 1/13 and 11/13 made under the *Education Act*.



## **II. Sick Leave/Short Term Sick Leave and Disability Plan**

For employees in an English Catholic board, where two plans exist, the bargaining unit may choose either of the sick leave plans pursuant to the terms of the OSSTF MOU dated April 9, 2013 or the sick leave plan pursuant to the terms of the OECTA MOU dated May 16, 2013.

For employees in an English Catholic board, where one plan exists, the bargaining unit will have that same plan.

For the remaining Signatory Unions and APSSP bargaining units, Section D of the 2012 MOUs, entitled "Sick Leave/Short Term Leave and Disability Plan/Long Term Disability Plan" shall be replaced with the following:

### **Sick Leave/Short Term Sick Leave and Disability Plan**

#### **Sick Leave Days**

1. An employee who was previously entitled to sick leave under the 2008-2012 collective agreement will be entitled to this sick leave plan. In addition the sick leave is also available to:
  - Employees hired in a term position or filling a long-term assignment, with the length of the sick leave limited by the term of the assignment.
  - Any other full-time employee (for this purpose defined as greater than 24 hours per week)
2. Each school year, an employee shall be paid 100 % of regular salary for up to eleven (11) days of absence due to illness. Illness shall be defined as per the 2008-12 local collective agreement. Part-time employees shall be paid 100% of their regular salary (as per their full-time equivalent status) for up to eleven (11) days of absence due to illness. Such days shall be granted on September 1 each year, or on the employee's first work day of the school year, provided the employee is actively at work and shall not accumulate from year-to-year.
3. Where an employee is absent due to sickness or injury on his or her first work day in a fiscal year, a sick leave credit may only be used in respect of that day in accordance with the following:
  - a. If, on the last work day in the previous fiscal year, the employee used a sick leave credit due to the same sickness or injury that requires the employee to be absent on the first work day in the current fiscal year,
    - i. the employee may not use a sick leave credit provided for the current fiscal year in respect of the first work day, and

- ii. the employee may use any unused sick leave credits provided for the immediately preceding fiscal year in respect of the first work day.
  - b. If 3 a) does not apply, the employee may use a sick leave credit provided for the current fiscal year in respect of the first work day if, for the purpose of providing proof of the sickness or injury, the employee submits,
    - i. the information specified for that purpose in the employee's employment contract or collective agreement, or
    - ii. if such information is not specified in the employment contract or collective agreement, the information specified for that purpose under a policy of the board, as it existed on August 31, 2012.
  - c. If an employee is absent due to sickness or injury on his or her first work day in a fiscal year, section 3a) and b) also applies in respect of any work day immediately following the employee's first work day until the employee returns to work in accordance with the terms of employment.
  - d. For greater certainty, the references in section 3a), b) and c) to a sickness or injury include a sickness or injury of a person other than the employee if, pursuant to the definition of illness in section 2, the employee is entitled to use a sick leave credit in respect of a day on which the other person is sick or injured.
  - e. A partial sick leave credit or short term sick leave credit will be deducted for an absence due to illness for a partial day.
    - i. However, WSIB and LTD providers are first payors. In cases where the employee is returning to work from an absence funded through WSIB or LTD, the return to work protocols inherent in the WSIB/LTD shall take precedence.
- 4. Any leave of absence in the 2008-12 Collective Agreement, that utilizes 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 five (5) days per school year. Local collective agreements that currently have less than five (5) days shall remain at that number. Local collective agreements that have more than five (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.
- 5. For the purposes of section 2, if an employee of a board is only employed to work for part of a year, the employee's eligibility for sick leave credits shall be reduced in accordance with the policy of the board, as it existed on August 31, 2012. If hired after the beginning of the fiscal year, a full-time

employee is entitled to the full allocation of sick leave credits as per sections 2 and 8.

6. The Board shall be responsible for any costs related to third party assessments required by the Board to comply with the Attendance Support Program. For clarity, current practices with respect to the payment for medical notes will continue.
7. The Parties agree to continue to cooperate in the implementation and administration of early intervention and return to work processes.

### **Short Term Sick Leave**

8. Each school year, an employee absent beyond the eleven (11) sick leave days paid at 100% of salary, as noted in section 2 above, shall be entitled up to an additional one hundred and twenty (120) days short term sick leave to be paid at a rate of 90 per cent of the employee's regular salary if the employee is absent due to personal illness including medical appointments and as per the board adjudication processes in place as of August 31, 2012.
9. Short-Term Sick Leave days under the Short-Term Leave and Disability (STLDP) shall be treated as traditional sick leave days for personal illness including medical appointments.
10. The Board's Disability Management Teams shall determine eligibility for the Short-Term Leave and Disability Plan (STLDP) subject to the terms and conditions of the 2008-2012 collective agreement and/or board policies, procedures and practices in place during the 2011-2012 school year.

### **Short-Term Leave and Disability Plan Top-up (STLDPT)**

11. For employee absences that extend beyond the eleven (11) sick leave days, employees will have access to a sick leave top up for the purpose of topping up salary to one hundred percent (100%) under the Short Term Leave and Disability Plan.

This top up is calculated as follows:

- Eleven (11) days less the number of sick days used in the prior year.

12. In 2012-13, the transition year, each employee shall begin the year with two (2) days in the top-up bank.
13. In addition to the top-up bank, compassionate leave top-up may be considered at the discretion of the board. The compassionate leave top-up will not exceed two (2) days and is dependent on having two (2) unused leave days in the current year. These days can be used to top-up salary under the STLDP.

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

### **Long Term Assignments**

15. A member of the Signatory Unions or APSSP employed by a board to fill a long-term assignment position that is a full year for that employee's job class shall be eligible for the following sick leave credits during a board's fiscal year, allocated at the commencement of the long-term assignment:
  1. Eleven (11) days of Sick Leave paid at 100% of regular salary.
  2. Sixty (60) days per year of Short Term Sick Leave paid at 90% of regular salary.
16. A member of the Signatory Unions or APSSP employed by a board to fill a long-term assignment position that is less than a full year for that employee's job class shall be eligible for eleven (11) days of Sick Leave and sixty (60) days of Short Term Sick Leave as per section 15, reduced to reflect the proportion the assignment bears to the length of the regular work year, and allocated at the start of the assignment.
17. A long term assignment shall be as defined in the 2008-2012 collective agreement. Where no such definition exists, a long term assignment will be defined as twelve (12) days of continuous employment in one assignment.

### **LTD Plans for Support Staff**

18. If the Long Term Disability Plan contained in the 2008-2012 collective agreement requires a waiting period of more than 130 days, the 120 day short term sick leave period referenced above shall be extended to the minimum waiting period required by the plan.

### III. Maternity Benefits

**Effective May 1, 2013, the following enhanced maternity benefits replace the maternity benefits under the 2012 MOU:**

An employee who was previously entitled to maternity benefits under the 2008-2012 collective agreement will continue to be entitled to these benefits. In addition, the benefits are also available to:

- Employees hired in a term position or filling a long-term assignment, with the length of the benefit limited by the term of the assignment
- Any other full-time employee (for this purpose defined as greater than 24 hours per week)

Employees on daily casual assignments are not entitled to maternity benefits.

Eligible employees on pregnancy leave shall receive a 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of not less than eight (8) weeks immediately following the birth of her child, subject to provisions in the 2008-2012 collective agreement, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

Employees not eligible for a SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (ie: summer, March Break, etc), the remainder of the eight (8) weeks of top up shall be payable after that period of time.

Employees who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.

For clarity the aforementioned eight (8) weeks of 100% salary is the minimum for all eligible employees, but where superior entitlements exist in the 2008-2012 Collective Agreement, those superior provisions shall apply.

Notwithstanding the above, where a bargaining unit so elects, the SEB or salary replacement plan noted above will be altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits contained in the 2008-2012 collective agreement. For example, a 2008-2012 Collective Agreement that includes 17 weeks at 90% pay would result in 6 weeks at 100% pay and an additional 11 weeks at 90%.

#### **IV. Unpaid Leave Days**

**Section G of the 2012 MOUs, entitled "Unpaid Leave Days" shall be deleted. There is no requirement for employees to take an unpaid day.**

## **V. Offsetting Measures for All Bargaining Units**

**The following provisions shall be added to the 2012 MOUs:**

### **Voluntary Unpaid Leave of Absence Program for All Bargaining Units**

1. In order to provide potential financial savings to the Board, a Voluntary Unpaid Leave of Absence Program (VLAP) shall be established for all signatory unions and APSSP and their respective bargaining units effective on the date of signature on the present agreement.
2. Employees may apply for up to five (5) unpaid leave of absence days for personal reasons in each year of the Collective Agreement.
3. Requests for unpaid days shall not be denied provided that, if necessary, there are expected to be enough available staff to cover for absent employees, and subject to reasonable system and school requirements.
4. For voluntary unpaid leave days, which are scheduled in advance for the 2013-2014 school year, the salary deduction will be equalized over the pay periods of the 2013-14 school year provided the requests are made in writing by September 15, 2013.
5. Voluntary unpaid leaves shall be reported as approved leaves of absence for the purposes of the OMERS or OTPP, as applicable.

### **Attendance Recognition**

A Shared Savings Initiative (SSI) shall be established in every bargaining unit. The SSI shall operate as follows:

Individual member sick leave usage for the 2013-14 school year shall be as per the definition for sick leave in the 2008-2012 Collective Agreement and shall be determined as of June 30, 2014.

If a permanent regular bargaining unit member's usage is below six (6) full days of his/her days' absence, then the member shall receive a payment equivalent to his/her daily rate. Annual compensation is not to exceed what would have been paid in the absence of unpaid days.

For Signatory Union and APSSP members, other than permanent regular bargaining unit members, the payment shall be equal to a member's regular daily rate of pay and shall be contingent upon the member having taken a VLAP day during the term of this collective agreement.

The payment shall be made at the earliest opportunity following June 30, 2014.

## **VI. Specialized Job Classes**

**The following shall be added to Section J of the 2012 MOUs:**

Where there is a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the parties may use existing means under the collective agreement to adjust compensation for that job class.



## VII. Job Security for Support Staff

The following provisions shall be added to the 2012 MOUs:

### Job Security

1. The existing FTE complement as of March 30, 2013, in all Signatory Union and APSSP job classes will be maintained until August 31, 2014. For clarity, a job class is defined as per existing collective agreements or the past practice of the parties in implementing surplus provisions.
2. Staffing provisions contained in the 2008-12 collective agreements with regard to surplus and bumping will continue.
3. Notwithstanding the above, layoff of permanent employees, after the date of signing of this agreement, can occur, only in the following circumstances:
  - a. A catastrophic or unforeseeable event or circumstance;
  - b. Declining enrolment; or
  - c. Funding reductions directly related to services provided by bargaining unit members.
4. Where complement reductions are required pursuant to the 3 (b) or (c) above, they shall be achieved as follows:
  - a. In the case of declining enrolment, staffing reductions shall occur at a rate not greater than the rate of student loss, and
  - b. In the case of funding reductions, staffing reductions shall not exceed the amount of such funding reductions.
5. Reductions as may be required in 3 (b) and (c) above shall only be achieved through lay-off after consultation with the applicable Signatory Union or APSSP 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).
6. Every effort should be made to minimize necessary layoffs through attrition. Notwithstanding the above, a board may reduce their complement through attrition.
7. These Job Security provisions expire on August 31, 2014.
8. In the event that the current collective agreement contains job security provisions which are superior to the above, such existing provisions shall prevail.

## Appendix A: Clarifications

The Government shall issue a memo to school boards providing clarifications of the 2012 MOUs as set out below.

### Memo – Clarifications to 2012 MOUs

Table 1: Memo - Clarifications to 2012 MOUs

Issue	Clarifications
1. Use of Sick Leave (11 + up to 5 Days)	<ul style="list-style-type: none"> <li>• Illness is defined as per the 2008-12 school board collective agreements for the use of these days.</li> <li>• Board practices and policies from 2008-12 would also apply to the definition of illness, for example, the practice or policy on medical procedures not covered by OHIP.</li> <li>• For clarity, definitions and practices in place in accordance with the 2008-12 period cannot be changed.</li> </ul>
2. Top-up Bank	<ul style="list-style-type: none"> <li>• The 2 day top-up allocation is to be prorated to FTE status.</li> <li>• The 2 day top up is to apply retroactively to September 1, 2012.</li> </ul>
3. Long-term Assignments	<ul style="list-style-type: none"> <li>• Regulatory</li> </ul>
4. Partial Days	<ul style="list-style-type: none"> <li>• The 11 + 120 sick days are divisible and boards should deduct a partial day for a partial day's absence, including a graduated return to work day.</li> </ul>
5. WSIB	<ul style="list-style-type: none"> <li>• members awaiting WSIB claim adjudication would be paid 100 percent of regular salary for the first 11 days (assuming that the employee had not previously taken sick days); and 66.67 percent or 90%, as applicable, of their regular salary for the remaining (up to 120) days during the waiting period</li> <li>• Adjustments shall be retroactive.</li> </ul>

Issue	Clarifications
6. WSIB/LTD	<ul style="list-style-type: none"> <li>◦ WSIB and LTD are separate and distinct from STLDP. If an employee's claim is not successful under WSIB or LTD, it does not preclude the employee from receiving STLDP.</li> </ul>
7. Maternity Benefits	<ul style="list-style-type: none"> <li>◦ When a member is eligible to receive EI benefits under the maternity plan, the maternity benefits will be administered as a SEB plan.</li> <li>◦ When a member is not eligible to receive EI benefits, the maternity benefits will be paid at 100% salary for the period.</li> </ul>
8. Maternity Benefits	<ul style="list-style-type: none"> <li>◦ Boards shall provide short-term sick leave before or after the maternity leave when medical evidence is provided in accordance with the practices in place during the 2008-2012 collective agreement.</li> </ul>
9. Benefits	<ul style="list-style-type: none"> <li>◦ Benefit levels and practices are to be status-quo in accordance with the 2012 MOUs.</li> </ul>
10. Local Bargaining	<ul style="list-style-type: none"> <li>◦ MOUs were embedded in to the collective agreement through the imposition of the PSFA.</li> <li>◦ The 2012-14 APSSP and Signatory Union collective agreements consist of: <ul style="list-style-type: none"> <li>◦ MOU between the Ministry and APSSP dated July 30, 2012, and the MOU between the Ministry and the Signatory Unions dated August 31, 2012, including the within enhancements</li> <li>◦ 2008-12 collective agreement, modified, as applicable, by Minister approved amendments, with the exception of those 2008-12 provisions that do not agree with the 2012 MOU or supporting legislation and regulations.</li> </ul> </li> </ul>
11. Disclosure of Information	<ul style="list-style-type: none"> <li>◦ Dates of disclosure must be clear. The government will ensure that school boards meet reporting timelines and that information will be sent to the Association as soon as possible.</li> </ul>