

SEPTEMBER 1ST, 2022 - AUGUST 31ST, 2026

**AGREEMENT
BETWEEN**



**BRUCE-GREY
CATHOLIC DISTRICT SCHOOL BOARD**
(Hereinafter called the Board)

-and-

**ASSOCIATION OF PROFESSIONAL STUDENT
SERVICES PERSONNEL**
(Hereinafter called the Association)

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EWAO-ATEO – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Single Collective Agreement

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

C2.00 DEFINITIONS

- C2.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation, shall prevail.

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

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

The EWAO-ATEO is composed of:

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

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

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

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

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

- a) In accordance with the *School Boards Collective Bargaining Act, 2014*, the term of this collective agreement, including central terms and local terms, shall be four (4) years from September 1, 2022 to August 31, 2026 inclusive.

C3.3 Term of Letters of Agreement

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

C3.4 Amendment of Terms

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

C3.5 Notice to Bargain

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

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

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

C4.2 Central Dispute Resolution Committee

- a. There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of three (3) representatives from the Council of Trustees’ Association, two (2) representatives of the Crown and up to five (5) representatives from the EWAO-ATEO.
- b. The Committee shall meet at the request of one of the central parties. The Committee may meet in person, by teleconference or video conference or in any other manner agreeable to the committee.
- c. The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee using the form as per Appendix A.
 - ii. To engage in settlement discussions, and to mutually settle a dispute or grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d. The Crown shall have the following rights:

- i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.
- h) All settlements and arbitration decisions shall be translated into English or French, as applicable.

C4.3 French Language

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

C4.4 The grievance shall include:

- i. Any central provision of the collective agreement alleged to have been violated.
- ii. The provision of any statute, regulation, policy, guideline, or directive at issue.

- iii. A detailed statement of any relevant facts.
- iv. The remedy requested.

C4.5 Referral to the Committee

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

C4.6 Voluntary Mediation

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

C4.7 Selection of Arbitrator

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

C5.00 BENEFITS

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

- i. TBD

C5.3 Cost Sharing

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

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

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

- a) For purposes of ongoing funding, the FTE positions will be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H - staffing schedule by Employee/Bargaining group for job classifications that are eligible for benefits.
- b) The FTE used to determine the Board's benefits contributions will be based on the estimated average FTE reported by the Boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.
- c) Monthly amounts paid by the Board to the Plan's Administrator based on estimates FTE will be reconciled by the Crown to the actual average FTE reported by the Board in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds will be remitted to or recovered from the Trust in a lump sum upon collection from the Trust Administrator, no later than August 31st following the year being reconciled.
- d) In the case of a dispute regarding the FTE used to determine the Board's benefit contributions to the ELHT, the dispute will be resolved between the Board and the Local union represented by EWAO-ATEO.
- e) For the purposes of section 7.3(b) of the ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that EWAO-ATEO will reimburse the school board for benefits contributions made by a school board to the ELHT during a period of strike or lock-out resulting in EWAO-ATEO education workers withdrawing their full services:

- i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average EWAO-ATEO education worker FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out.
- ii. Divide i) by 225 days
- iii. Multiply ii) by the number of strike or lockout days for EWAO-ATEO education workers at the school board.

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long Term Supply Assignments

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

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

Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long Term Supply Assignments

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

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

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

d) 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.

e) 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.

f) Graduated Return to Work

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

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

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

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

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

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

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

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

g) Proof of Illness

Sick Leave Days Payable at 100%

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

Short Term Disability Leave

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

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

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

h) Notification of Sick Leave Days

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

i) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

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

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

j) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 EWAO-ATEO MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CENTRAL BARGAINING

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

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critical Illness Leave

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

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

Supplemental Employment Benefits (SEB)

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

APPENDIX A

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

Name of Board where Dispute Originated:	
EWAO-ATEO Local & Bargaining Unit Description:	
Policy <input type="checkbox"/>	Group <input type="checkbox"/> Individual <input type="checkbox"/> Grievor's Name (if applicable):
Date Notice Provided to Local School Board/EWAO-ATEO Local:	
Central Provision Violated:	
Statute/Regulation/Policy/Guideline/Directive at issue (if any):	
Detailed Statement of Relevant Facts (attach additional pages if necessary):	
Remedy Requested:	
Date:	Signature:
Committee Discussion Date:	
Withdraw <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.	

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 2019-2022 collective agreements. The items listed below shall not be subject to local bargaining or to amendment by the local parties.

Items:

- Staffing levels excluding staffing processes
- Paid vacations and holidays (including statutory holidays)
- Hours of work, excluding scheduling
- Work week, excluding scheduling
- Work year, excluding scheduling
- Preparation time for all staff whose core duties are directly related to student instruction
- Long-term disability (excluding administration and implementation; and plans that are paid 100% by employees and where the Union is the policy holder.)
- WSIB top-up
- OMERS
- Union Representation as it relates to Central Bargaining
- Allowances/Premiums (excluding adjustments as a result of job evaluation)

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: JOB SECURITY - PROTECTED COMPLEMENT

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

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

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

3. For the purpose of this Letter of Agreement, at any relevant time, the overall protected complement is equal to:

- a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
 - b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
5. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Central Administration
 - i. Professionals (including CYWs)
 - j. Maintenance/Trades
6. This Letter of Agreement expires on August 30, 2026.

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: PROFESSIONAL DEVELOPMENT

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: 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 #5

BETWEEN

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

AND

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

AND

The Crown

RE: CHILDREN'S MENTAL HEALTH, SPECIAL NEEDS AND OTHER 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 #6

BETWEEN

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

AND

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

AND

The Crown

RE: MINISTRY INITIATIVES COMMITTEE

The Provincial Committee on Ministry Initiatives provides advice to the Ministry of Education, on new or existing ministry initiatives/strategies to support improvement to achievement and well-being of all learners. The Crown may convene a meeting of this committee to discuss such initiatives.

EWAO-ATEO will be an active participant in the consultation process at the Ministry Initiatives Committee.

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

RE: PROVINCIAL WORKING GROUP – HEALTH & SAFETY

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated November 7, 2018 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

EWAO has advised that it will raise the following issues at the Provincial Working Group - Health and Safety:

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

RE: PROFESSIONAL ACTIVITY (PA) DAY

The parties agree that if the Ministry of Education declares a change in the number of PA Days, the following shall apply:

The parties agree that there will be no loss of pay for EWAO-ATEO members (excluding casual employees) as a result of the change in the number of PA Days determined by the Ministry of Education. The scheduling of PA days shall not change the number of paid days for the work year as per the Collective Agreement.

EWAO-ATEO members will be required to attend and perform duties as assigned.

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: SPECIALIZED JOB CLASSES

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: JOB SECURITY - MERGERS, AMALGAMATIONS OR INTEGRATION

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

**The Council of Trustees Associations
(Hereinafter The 'CTA')**

AND

The Crown

RE: WORKPLACE VIOLENCE

The parties acknowledge that school boards and supervisors must provide workers with information, including personal information, related to a risk of workplace violence from a person with a history of violent behaviour, if the worker can be expected to encounter that person in the course of their work and the risk of workplace violence is likely to expose the worker to physical injury.

School boards and supervisors must not disclose more personal information about a person with a history of violent behaviour than is reasonably necessary to protect workers from physical injury.

Within sixty (60) days following the date of ratification of the central terms, school boards will recirculate the *Workplace Violence in School Boards: A Guide to the Law* (released in 2018 by the Ministry of Labour) to local health and safety committees.

LETTER OF AGREEMENT #12

BETWEEN

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

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

AND

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

The parties and the Crown agree to establish a provincial task force to review data and explore leading practices related to learning and service continuity and absenteeism.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of EWAO-ATEO and the CTA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating a sector-wide task force. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. explore data and best practices relating to absenteeism initiatives including return to/remain at work practices;
2. gather and review information including but not restricted to the following:
 - a. utilization of the sick leave and short-term disability plans;
 - b. a jurisdictional scan on sick leave and short-term disability plans from the education sector in Canada and other broader public sector employers;
3. report its findings to school boards and local unions.

The task force shall complete its work by August 31, 2025.

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: SHORT TERM PAID LEAVE

1. The parties agree that the issue of short term paid leave has been addressed at the central table and will remain status quo with the exception of the following.
2. Local parties shall ensure that within their local (Part B) collective agreement terms, existing language with respect to short term paid leave shall be amended to allow:
 - a. Indigenous employees to use existing short term paid leave for the purposes of:
 - i. Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and
 - ii. Attendance at Indigenous cultural/ceremonial events.
 - b. Permanent employees to use existing short term paid leave for purposes of attending to the illness of an immediate family member leave up to a maximum of two (2) days per school year, subject to paragraph 3 below.
 - i. Where existing local collective agreement terms provide for a greater benefit, they will continue to apply without modification.

3. For clarity, provisions with regard to the number of days of short term paid leave shall not be subject to local bargaining or amendment by local parties and remain status quo up to a maximum of five (5) days per school year. The local parties shall be permitted to negotiate, as a local matter, the administration terms associated with short-term paid leaves.
4. "Short term paid leave" refers to any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness to a maximum of 5 days per school year.

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

1. The parties agree that the issue of bereavement leave has been addressed at the central table.
2. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of less than three (3) days, local parties shall insert the following into the local (Part B) collective agreement, with such language replacing existing language in its entirety:

Permanent Employees shall be provided with three (3) consecutive regularly scheduled work days' bereavement leave without loss of salary or wages immediately upon the death of or to attend a funeral for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.

3. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of three (3) days or more, there shall be no change to such language and this Letter of Understanding shall not apply.
4. Permanent Employees shall be as defined in local collective agreement terms, or if no such definition exists in a particular collective agreement, as defined in C6.

5. For clarity, while the specific provisions above (including the number of bereavement leave days and eligibility criteria) are not subject to local bargaining or amendment by the local parties, the local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.

PART B: LOCAL TERMS

PART B: LOCAL TERMS

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ARTICLE 1 - STATEMENT OF PURPOSE

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

ARTICLE 2 – RECOGNITION

- 2:01 The Board recognizes the Association of Professional Student Services Personnel as the bargaining agent of all employees of the Bruce-Grey Catholic District School Board in the Counties of Bruce and Grey employed as Speech and Language Pathologists, Psychometrists, Social Workers/Attendance Counsellors, Mental Health Leaders, Behaviour and Transitions Facilitation Specialists, Child and Youth Workers/Complex Needs Coaches save and except supervisors and persons above the rank of supervisor.
- 2:02 Unless otherwise agreed between the parties, a temporary employee may be hired to replace an employee going on a pregnancy or parental leave or an approved leave. Temporary employees will only become permanent or probationary where the provisions of Article 9 have been met. Temporary employees shall be entitled to all the rights and provisions of this agreement excluding probationary period and seniority. In the event that any temporary employee is consecutively employed as a regular or probationary employee then their seniority will be backdated utilizing prorating as appropriate. It is the intention of the parties to this agreement that no employee who has seniority will be laid off by reason of the Board hiring employees under this clause.

The rate of pay for all temporary employees will be prorated according to Schedule A.

- 2:03 a) The Board recognizes the right of the Association to appoint or elect a negotiating team composed of not more than three members of which at least two shall be members of the local bargaining unit. The Association recognizes the right of the Board to appoint a negotiating team composed of not more than four members.

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

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

2:05 Association Executive

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

2:06 Association/Board Liaison Committee

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

- 2:07 Both parties agree to observe and abide by the terms of the Ontario Human Rights Code and the Ontario Labour Relations Act with respect to the application of this agreement and with respect to the practice of discrimination.
- 2:08 No employee will be laid off or experience a reduction in hours of employment, should the Board decide to contract out services. The Board agrees to discuss contracting out services in advance, where possible, with the APSSP President or designate.

ARTICLE 3 - MANAGEMENT RIGHTS

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

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

ARTICLE 4 – DEFINITIONS

- 4:01 a) Full Time Employee - means a person employed to normally work full time for a minimum of 35 hours each week.
- b) Part Time Employee - means a person normally employed to work less than 35 hours per week.
- c) Temporary Employee - means a person employed to replace a regularly employed member of the bargaining unit on a temporary basis. On a case-by-case basis the parties may mutually agree to additional temporary positions for a period within the academic year.

ARTICLE 5 – ASSOCIATION SECURITY

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

ARTICLE 6 - DISPUTE RESOLUTION PROCEDURE

No matter related to analysis, diagnosis or program plan related to a specific student case shall

in any way form part or all of the substance of a dispute or grievance.

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

6:02 GRIEVANCE PROCEDURE - GENERAL

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

- f) Employees who are covered by this agreement shall be required to follow the procedures as set out in Article 6 and no employee may appeal directly to any trustee or Committee of the Board on a matter of dispute specifically related to this agreement.

6:03 GRIEVANCE PROCEDURE - SPECIFIC

- (a) Step 1 Within ten calendar days of a response from the Superintendent or their designate, the employee may submit a grievance as prescribed in 6:02 to the Superintendent of Human Resources or designate.
- The Superintendent of Human Resources shall, within ten calendar days of receipt of the properly submitted grievance, call a meeting of the grievor and/or their representative to meet with the Superintendent of Human Resources and the appropriate Supervisory Officer or designates.
 - Failing mutually acceptable resolution of the grievance at this meeting or any mutually agreeable succeeding meetings, the Superintendent of Human Resources or designate shall give a written response to the grievance allegations within ten calendar days of the last such meeting held to resolve the grievance at this step.
- (b) Step II - In the event that the member of the Association is not satisfied with the proposed resolution at Step I, they may submit the signed grievance and required documentation to the Director of Education within ten (10) calendar days of receipt of the proposed resolution at Step 1.
- A meeting will then be held with the Director of Education or designate within ten (10) calendar days of the receipt of the grievance. The Association is entitled to have their outside consultant in attendance at this meeting.
 - Failing mutual resolution of the grievance at this meeting or any mutually agreeable succeeding meeting, the Director of Education shall give a written response to the grievance within ten (10) calendar days of the last such meeting held to resolve the grievance at this step.

c) Arbitration

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

within fourteen (14) calendar days, advise the other of the name of the legal counsel representing them in Arbitration.

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

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

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

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

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

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

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

6:04 POLICY GRIEVANCE

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

ARTICLE 7 - DISCHARGE OR SUSPENSION

- 7:01 a) The Board will not discharge, suspend, or otherwise discipline any employee who holds seniority without just cause and due process. The Board will direct a letter to the employee concerned and the APSSP Representative stating its reasons for any discharge, suspension, or discipline,
- b) An appeal by the employee concerned may be filed directly at Step II of the

grievance procedure within ten calendar days of receipt of the written notice of discharge or suspension referred to in 7:01 (a) above.

- c) If an employee is disciplined, suspended, or discharged, the employee is entitled to the presence of a representative of the Association at the time that such discipline, suspension or discharge is to be administered and the employer shall advise the employee of that right in advance.

7:02 A probationary employee shall be entitled to all rights and privileges under this agreement except with respect to discharge for just cause as provided in Article 7:01. A probationary employee will not, however, be discharged without due process having been provided by first having been notified of the pending action, advised of the standard(s) to be met and given an opportunity to meet the expectations.

7:03 Any disciplinary document or record of suspension shall be deleted from the employee=s file after a period of twenty-four (24) months from the date of the document, provided that the employee=s record has been discipline-free during that twenty-four (24) month period of time. Once these documents are deleted, the employee may rely upon a clear record for all purposes.

ARTICLE 8 – SENIORITY

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

- a) Seniority shall be established after a full time employee has served a probationary period of ten (10) continuous months. Part time employees will acquire seniority on a pro-rated basis in accordance with time worked compared to full time employment.
- b) All employees shall have the Board's medical certificate completed during the probationary period.
- c) The seniority list shall be prepared and distributed annually by Human Resources to the Secretary of the Association by October 31st of the school year.
- d) Seniority status, once acquired, shall be lost only due to:
 - i) resignation;
 - ii) discharge for cause which is not reversed through the grievance procedure including arbitration;

- iii) retirement;
- iv) lay-off of twelve consecutive months;
- v) failure to report to work within one week of being notified of a recall from lay-off unless the employee provides a satisfactory reason, and provided however that the employee notify the Board of their inability to report for work within the one week period;
- vi) failure to return to work after an authorized leave of absence.

8:02 Lay-offs and Recall

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

ARTICLE 9 - PROMOTIONS AND STAFF CHANGES

9:01 Job Postings

- a) When a vacancy occurs or a new position is created inside the bargaining unit, the

Board will post a notice of the opening on Apply to Education (Simplification). Job postings will be posted for 5 working days. If no acceptable and suitable internal application is received as a result of the posting the Board reserves the right to hire externally.

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

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

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

- 10:01 a) The normal hours of work shall be thirty-five (35) hours per week, comprised of seven hours per day, Monday to Friday inclusive.
- b) An unpaid lunch break of one-half hour and 2 (two) paid fifteen minute breaks will normally be provided.
- c) As salaried professionals, the work day shall be flexible due to the nature of the work and the requirement for occasional evening meetings or crisis interventions beyond normal school hours, with flexibility of schedule being allowed with pre-approval by the immediate Supervisor where possible.

All flex hours will be recorded centrally. Employees shall endeavor not to have accumulated more than 35 hours at any given time. It is expected that the employee will use all accumulated hours, with pre-approval by the immediate supervisor, prior to May 31st in any given school year.

Where in extenuating circumstances, time cannot be used, the employee shall be paid upon making a written request to the Superintendent of Human Resources.

ARTICLE 11 - PAID HOLIDAYS

11:01 The work year will be the school year as defined in the Ontario Education Act and Regulations plus two (2) additional working days. Unless otherwise required by the Board due to exceptional circumstances or otherwise agreed between the Board and the

student services staff member concerned, the two (2) additional working days shall be worked in the period immediately preceding the commencement of the school year. Employees shall receive an annual salary which includes vacations and paid holidays.

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

ARTICLE 12 - SICK LEAVE

Sick leave provisions are provided in Section 6 of Part A of this Collective Agreement and Letter of Understanding #5.

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

12:03 The Board and the Association recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating employees who have been ill, injured, or permanently disabled to enable their early and safe return to

work. At any meeting to discuss an employee's return to work arrangements, the employee shall be entitled to Association representation, and the Board shall so advise the employee.

ARTICLE 13 - LEAVES OF ABSENCE

13:01 Bereavement Leave

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

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

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

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

13:02 Leave of Absence

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

13:03 Pregnancy and Parental Leaves

- a) Pregnancy Leave will be granted in accordance with the provisions of the Employment Standards Act of Ontario.
- b) Parental Leaves will be granted in accordance with the provisions of the Employment Standards Act of Ontario.
- c) The 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.

- d) 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.
- e) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- f) The employee must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- g) To receive the Supplementary Employment Insurance Benefits Plan (SEB), the employee must supply the Board with adequate information from Service Canada reflecting their waiting period and weekly payment.

13:04 Jury and Witness Duty

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

13:05 Inclement Weather

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

13:06 Personal Earned Leave Plan

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

- a) Annually, for the period September 1st to August 31st, the Board shall calculate the average rate of absenteeism per employee with seniority for the system.
- b) Each employee with seniority who has a rate of absenteeism less than the average calculated in (a) above times 100% shall be awarded a credit of one (1) day, pro-rated day for part-time employees, in an earned leave bank as of September 1st in the year following the year of calculation, (i.e. The calculation for the period September 1 to August 31, of each school year will be credited on September 1 of the following school year.)
- c) The earned leave bank will accumulate up to a maximum of five (5) earned leave days. Part-time employees will be entitled to a pro-rated number of earned leave days. To qualify for the plan, an employee must have been employed by the Board for one full year prior to September 1st of each year in accordance with this agreement.
- d) Personal earned leave days may be used by an employee for:
 - i) Any reason at the discretion of the employee for example, attending medical/legal appointments, attending post secondary graduations and caring for dependents, etc.
 - ii) Where an employee wishes to use a personal earned leave day immediately prior to or following a statutory holiday or holiday period, prior written request and approval must be given by the Superintendent of Human Resources. These requests shall be limited to one (1) person per classification within the bargaining unit unless otherwise mutually agreed.
- e) A statement of earned leave days will be issued to each employee by October 31st in each year.

13:07 The Association may request that not more than two members of the bargaining unit at any one time be given leave without pay to attend an Association convention or seminar. Such requests must be submitted in writing by the President of the Association at least

one month in advance of the time off requested and are subject to approval by the Superintendent of Human Resources. Such approval shall not be unreasonably withheld.

13:08 Serious Illness Leave

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

13:09 Leave of Absence for Quarantine

An employee shall be granted a leave of absence without loss of pay during the school year, upon the occurrence of the following:

- i) If the employee is quarantined by the order of the Medical Officer of Health.

ARTICLE 14 - RETIREMENT AND PENSION PLAN

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

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

ARTICLE 15 - BENEFITS

Benefit provisions are provided in Section 5 of Part A of this Collective Agreement and Letter of Understanding # 8.

15:01 Mandatory Participation Clause

- a) All eligible employees are required to enrol in the Long Term Disability Plan as outlined in this article.

15:02 Long Term Disability

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

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

15:03 Administration of Long Term Disability

a) Individuals who have been granted an L.T.D. benefit under the terms and conditions of the carrier of the LT.D. Plan, and who have not resigned from the employ of the Board, shall prepare and submit an application for a Leave of Absence upon receipt of notice from the carrier, that an L.T.D. benefit has been approved.

b) Where it has been determined:

i) After 5 years on L.T.D., that an individual is totally disabled and cannot return to their normal employment with the Board;

OR

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

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

15:04 El Premium Reduction Plan

i) The employees acknowledge the Board's Plan and its registration with Service Canada, which results in a reduction in employer employment insurance premiums.

ii) The employees agree that the net savings arising from the reduction in premiums will be used to share equally in the funding of an Employee Assistance Program and the unused balance of funds will be distributed, as approved by a joint committee to charities, education and other worthy causes.

iii) The parties agree to update this clause to reflect current practices consistent with

updating of agreements with other employee groups.

15:05 Payroll Savings Plan

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

15:06 Workplace Safety and Insurance Board

WSIB Provisions are provided in Section 6 of Part A of this Collective Agreement

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

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

ARTICLE 16 - PAYMENT OF WAGES AND SALARIES

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

deductions, in a confidential manner.

b) The method of payment will be by deposit to each employee's bank account. When a holiday falls on a pay date, payment will be made on the nearest previous working day.

16:03 a) Upon hire, new employees shall receive credit of one (1) increment level on the appropriate salary scale for each year of verified and relevant experience with an acceptable professional agency or organization subsequent to graduation.

b) All employees shall move up on the salary scale at the rate of one (1) increment per year of full-time service with the Board, on the anniversary date of their employment, provided that they did not have any breaks in service.

16:04 Employees required to use their own vehicle on behalf of the Board's business as authorized by the appropriate superintendent will be paid a travel rate in accordance with Board Policy. If the employer questions travel claims submitted by an employee, the employee may request that a meeting be set up between the Employer and the employee and a Representative of the Association to discuss such concerns.

16:05 Where members of the Association are required by their governing body to pay professional fees in order to practice in the province of Ontario, the Board will contribute 100% annually to the cost of such membership provided that the employee provides proof of payment of such fees.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT AND TRAINING

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

ARTICLE 18 - GENERAL APPLICATION

18:01 The Association and the Board desire every employee to be familiar with the provisions of this agreement and their rights and duties under it. For this reason the Board will provide sufficient copies of the agreement within thirty days of signing for distribution by the Board to the members of the APSSP covered by the agreement.

- 18:02 The Board will endeavour to provide all APSSP employees with access to telephone, adequate space, privacy and appropriate resources to enable them to perform their duties.
- 18:03 Employees will, unless prevented from so doing by law or extenuating circumstances, support the separate school system by directing their property taxes to the support of that system.
- 18:04 Employees are required to demonstrate a standard of dress and conduct which is appropriate to set an adult example for students.
- 18:05 Employees may, in accordance with the Municipal Freedom of Information and Protection of Privacy Act, examine the contents of personnel files related to themselves. Reasonable requests by an employee for copies of information contained in their personnel file will be met as provided in the Act.
- 18:06 The Board acknowledges that employees in this bargaining unit are obligated to comply with the Professional Code of Ethics applicable to each employee's respective profession.

ARTICLE 19 - TERM OF THE AGREEMENT

- 19:01 This agreement shall be for a term commencing September 1, 2022, with an expiry date of August 31, 2026, and shall continue from year to year thereafter unless either party gives notice in writing within ninety days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2022-09-01

JOB CLASSIFICATIONS

Classification: <u>SOCIAL EMOTIONAL & BEHAVIOURAL</u>		
<i>Child and Youth Worker/Complex Needs Coaches</i>		
Years of Experience	Unqualified Salary, including stat & vacation pay	Qualified Salary, including stat & vacation pay
0	10% less than qualified	\$51,346
1		\$53,698
2		\$56,051
3		\$58,419
4		\$60,772
5		\$63,124

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2022-09-01

JOB CLASSIFICATIONS

Classification: <u>SOCIAL EMOTIONAL & BEHAVIOURAL</u>			
<i>Behaviour and Transitions Specialist</i>			
Years of Experience	Unqualified Salary, including stat & vacation pay (currently holds College Diploma)	Unqualified Salary, including stat & vacation pay (currently holds Bachelor's Degree)	Qualified Salary, including stat & vacation pay (Master's Degree)
0	\$51,346	\$53,566	\$58,031
1	\$53,698	\$56,655	\$61,354
2	\$56,051	\$59,745	\$64,677
3	\$58,419	\$62,835	\$68,000
4	\$60,772	\$65,922	\$71,323
5	\$63,124	\$69,010	\$74,643
6		\$72,101	\$77,970
7		\$75,190	\$81,292
8			\$84,614
9			\$87,936
10			\$91,256

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2022-09-01

JOB CLASSIFICATIONS

Classification: <u>MENTAL HEALTH</u>		
<i>Social Worker</i>		
Years of Experience	Qualified Salary, including stat & vacation pay (Bachelor's degree)	Qualified Salary, including stat & vacation pay (Master's degree)
0	\$53,566	\$58,031
1	\$56,655	\$61,354
2	\$59,745	\$64,677
3	\$62,835	\$68,000
4	\$65,922	\$71,323
5	\$69,010	\$74,643
6	\$72,101	\$77,970
7	\$75,190	\$81,292
8		\$84,614
9		\$87,936
10		\$91,256

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2022-09-01

JOB CLASSIFICATIONS

Classification: <u>SPEECH & LANGUAGE</u>		
<i>Speech and Language Pathologist</i>		
Years of Experience	Unqualified Salary, including stat & vacation pay	Qualified Salary, including stat & vacation pay (Master's Degree)
0	\$53,566	\$58,031
1	\$56,655	\$61,354
2	\$59,745	\$64,677
3	\$62,835	\$68,000
4	\$65,922	\$71,323
5	\$69,010	\$74,643
6	\$72,101	\$77,970
7	\$75,190	\$81,292
8		\$84,614
9		\$87,936
10		\$91,256

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2022-09-01

JOB CLASSIFICATIONS

Classification: <u>PSYCHOLOGY</u>			
<i>Psychometrist / Psychological Associate</i>			
Years of Experience	Unqualified Salary, including stat & vacation pay	Qualified Salary, including stat & vacation pay (Bachelor's Degree)	Qualified Salary, including stat & vacation pay (Master's Degree)
0	10% less than bachelor's	\$53,566	\$58,031
1		\$56,655	\$61,354
2		\$59,745	\$64,677
3		\$62,835	\$68,000
4		\$65,922	\$71,323
5		\$69,010	\$74,643
6		\$72,101	\$77,970
7		\$75,190	\$81,292
8			\$84,614
9			\$87,936
10			\$91,256

NOTE: Apprentices/ and paid interns/co-ops/placements, in addition to those who do not hold the educational requirements for a position, will be deemed unqualified.

University Degree Allowance for CYW: \$963

For those identified by the Board as "Lead" positions, the following "Lead" Responsibility Allowance will apply:

Sept. 1, 2022 \$1,703

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2023-09-01

JOB CLASSIFICATIONS

Classification: <u>COMMUNICATION</u>		
<i>Communicative Disorders Assistant</i>		
Years of Experience	Unqualified Salary, including stat & vacation pay	Qualified Salary, including stat & vacation pay
Start (Sept. 1, 2023)	10% less than qualified	\$46,827

Classification: <u>SOCIAL EMOTIONAL & BEHAVIOURAL</u>		
<i>Child and Youth Worker/Complex Needs Coaches</i>		
Years of Experience	Unqualified Salary, including stat & vacation pay	Qualified Salary, including stat & vacation pay
0	10% less than qualified	\$52,718
1		\$55,070
2		\$57,423
3		\$59,791
4		\$62,144
5		\$64,496

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2023-09-01

JOB CLASSIFICATIONS

Classification: SOCIAL EMOTIONAL & BEHAVIOURAL			
<i>Behaviour and Transitions Specialist</i>			
Years of Experience	Unqualified Salary, including stat & vacation pay (currently holds College Diploma)	Unqualified Salary, including stat & vacation pay (currently holds Bachelor's Degree)	Qualified Salary, including stat & vacation pay (Master's Degree)
0	\$52,718	\$54,938	\$59,403
1	\$55,070	\$58,027	\$62,726
2	\$57,423	\$61,117	\$66,049
3	\$59,791	\$64,207	\$69,372
4	\$62,144	\$67,294	\$72,695
5	\$64,496	\$70,382	\$76,015
6		\$73,473	\$79,342
7		\$76,562	\$82,664
8			\$85,986
9			\$89,308
10			\$92,628

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2023-09-01

JOB CLASSIFICATIONS

Classification: <u>MENTAL HEALTH</u>		
<i>Social Worker</i>		
Years of Experience	Qualified Salary, including stat & vacation pay (Bachelor's degree)	Qualified Salary, including stat & vacation pay (Master's degree)
0	\$54,938	\$59,403
1	\$58,027	\$62,726
2	\$61,117	\$66,049
3	\$64,207	\$69,372
4	\$67,294	\$72,695
5	\$70,382	\$76,015
6	\$73,473	\$79,342
7	\$76,562	\$82,664
8		\$85,986
9		\$89,308
10		\$92,628

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2023-09-01

JOB CLASSIFICATIONS

Classification: <u>SPEECH & LANGUAGE</u>		
<i>Speech and Language Pathologist</i>		
Years of Experience	Unqualified Salary, including stat & vacation pay	Qualified Salary, including stat & vacation pay (Master's Degree)
0	\$54,938	\$59,403
1	\$58,027	\$62,726
2	\$61,117	\$66,049
3	\$64,207	\$69,372
4	\$67,294	\$72,695
5	\$70,382	\$76,015
6	\$73,473	\$79,342
7	\$76,562	\$82,664
8		\$85,986
9		\$89,308
10		\$92,628

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2023-09-01

JOB CLASSIFICATIONS

Classification: <u>PSYCHOLOGY</u>			
<i>Psychometrist / Psychological Associate</i>			
Years of Experience	Unqualified Salary, including stat & vacation pay	Qualified Salary, including stat & vacation pay (Bachelor's Degree)	Qualified Salary, including stat & vacation pay (Master's Degree)
0	10% less than bachelor's	\$54,938	\$59,403
1		\$58,027	\$62,726
2		\$61,117	\$66,049
3		\$64,207	\$69,372
4		\$67,294	\$72,695
5		\$70,382	\$76,015
6		\$73,473	\$79,342
7		\$76,562	\$82,664
8			\$85,986
9			\$89,308
10			\$92,628

NOTE: Apprentices/ and paid interns/co-ops/placements, in addition to those who do not hold the educational requirements for a position, will be deemed unqualified.

University Degree Allowance for CYW: \$963

For those identified by the Board as "Lead" positions, the following "Lead" Responsibility Allowance will apply:

Sept. 1, 2023 \$1,703

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2024-09-01

JOB CLASSIFICATIONS		
Classification: <u>COMMUNICATION</u>		
<i>Communicative Disorders Assistant</i>		
Years of Experience	Unqualified Salary, including stat & vacation pay	Qualified Salary, including stat & vacation pay
0	10% less than qualified	\$50,080
1		\$51,181
2		\$52,281

Classification: <u>SOCIAL EMOTIONAL & BEHAVIOURAL</u>		
<i>Child and Youth Worker/Complex Needs Coaches</i>		
Years of Experience	Unqualified Salary, including stat & vacation pay	Qualified Salary, including stat & vacation pay
0	10% less than qualified	\$54,090
1		\$56,442
2		\$58,795
3		\$61,163
4		\$63,516
5		\$65,868

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2024-09-01

JOB CLASSIFICATIONS

Classification: SOCIAL EMOTIONAL & BEHAVIOURAL			
<i>Behaviour and Transitions Specialist</i>			
Years of Experience	Unqualified Salary, including stat & vacation pay (currently holds College Diploma)	Unqualified Salary, including stat & vacation pay (currently holds Bachelor's Degree)	Qualified Salary, including stat & vacation pay (Master's Degree)
0	\$54,090	\$56,310	\$60,775
1	\$56,442	\$59,399	\$64,098
2	\$58,795	\$62,489	\$67,421
3	\$61,163	\$65,579	\$70,744
4	\$63,516	\$68,666	\$74,067
5	\$65,868	\$71,754	\$77,387
6		\$74,845	\$80,714
7		\$77,934	\$84,036
8			\$87,358
9			\$90,680
10			\$94,000

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2024-09-01

JOB CLASSIFICATIONS

Classification: <u>MENTAL HEALTH</u>		
<i>Social Worker</i>		
Years of Experience	Qualified Salary, including stat & vacation pay (Bachelor's degree)	Qualified Salary, including stat & vacation pay (Master's degree)
0	\$56,310	\$60,775
1	\$59,399	\$64,098
2	\$62,489	\$67,421
3	\$65,579	\$70,744
4	\$68,666	\$74,067
5	\$71,754	\$77,387
6	\$74,845	\$80,714
7	\$77,934	\$84,036
8		\$87,358
9		\$90,680
10		\$94,000

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2024-09-01

JOB CLASSIFICATIONS

Classification: <u>SPEECH & LANGUAGE</u>		
<i>Speech and Language Pathologist</i>		
Years of Experience	Unqualified Salary, including stat & vacation pay	Qualified Salary, including stat & vacation pay (Master's Degree)
0	\$56,310	\$60,775
1	\$59,399	\$64,098
2	\$62,489	\$67,421
3	\$65,579	\$70,744
4	\$68,666	\$74,067
5	\$71,754	\$77,387
6	\$74,845	\$80,714
7	\$77,934	\$84,036
8		\$87,358
9		\$90,680
10		\$94,000

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2024-09-01

JOB CLASSIFICATIONS

Classification: <u>PSYCHOLOGY</u>			
<i>Psychometrist / Psychological Associate</i>			
Years of Experience	Unqualified Salary, including stat & vacation pay	Qualified Salary, including stat & vacation pay (Bachelor's Degree)	Qualified Salary, including stat & vacation pay (Master's Degree)
0	10% less than bachelor's	\$56,310	\$60,775
1		\$59,399	\$64,098
2		\$62,489	\$67,421
3		\$65,579	\$70,744
4		\$68,666	\$74,067
5		\$71,754	\$77,387
6		\$74,845	\$80,714
7		\$77,934	\$84,036
8			\$87,358
9			\$90,680
10			\$94,000

NOTE: Apprentices/ and paid interns/co-ops/placements, in addition to those who do not hold the educational requirements for a position, will be deemed unqualified.

University Degree Allowance for CYW: \$963

For those identified by the Board as "Lead" positions, the following "Lead" Responsibility Allowance will apply:

Sept. 1, 2024 \$1,703

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2025-09-01

JOB CLASSIFICATIONS		
Classification: <u>COMMUNICATION</u>		
<i>Communicative Disorders Assistant</i>		
Years of Experience	Unqualified Salary, including stat & vacation pay	Qualified Salary, including stat & vacation pay
0	10% less than qualified	\$51,452
1		\$52,553
2		\$53,653

Classification: <u>SOCIAL EMOTIONAL & BEHAVIOURAL</u>		
<i>Child and Youth Worker/Complex Needs Coaches</i>		
Years of Experience	Unqualified Salary, including stat & vacation pay	Qualified Salary, including stat & vacation pay
0	10% less than qualified	\$55,462
1		\$57,814
2		\$60,167
3		\$62,535
4		\$64,888
5		\$67,240

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2025-09-01

JOB CLASSIFICATIONS

Classification: <u>SOCIAL EMOTIONAL & BEHAVIOURAL</u>			
<i>Behaviour and Transitions Specialist</i>			
Years of Experience	Unqualified Salary, including stat & vacation pay (currently holds College Diploma)	Unqualified Salary, including stat & vacation pay (currently holds Bachelor's Degree)	Qualified Salary, including stat & vacation pay (Master's Degree)
0	\$55,462	\$57,682	\$62,147
1	\$57,814	\$60,771	\$65,470
2	\$60,167	\$63,861	\$68,793
3	\$62,535	\$66,951	\$72,116
4	\$64,888	\$70,038	\$75,439
5	\$67,240	\$73,126	\$78,759
6		\$76,217	\$82,086
7		\$79,306	\$85,408
8			\$88,730
9			\$92,052
10			\$95,372

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2025-09-01

JOB CLASSIFICATIONS

Classification: <u>MENTAL HEALTH</u>		
<i>Social Worker</i>		
Years of Experience	Qualified Salary, including stat & vacation pay (Bachelor's degree)	Qualified Salary, including stat & vacation pay (Master's degree)
0	\$57,682	\$62,147
1	\$60,771	\$65,470
2	\$63,861	\$68,793
3	\$66,951	\$72,116
4	\$70,038	\$75,439
5	\$73,126	\$78,759
6	\$76,217	\$82,086
7	\$79,306	\$85,408
8		\$88,730
9		\$92,052
10		\$95,372

SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2025-09-01

JOB CLASSIFICATIONS

Classification: <u>SPEECH & LANGUAGE</u>		
<i>Speech and Language Pathologist</i>		
Years of Experience	Unqualified Salary, including stat & vacation pay	Qualified Salary, including stat & vacation pay (Master's Degree)
0	\$57,682	\$62,147
1	\$60,771	\$65,470
2	\$63,861	\$68,793
3	\$66,951	\$72,116
4	\$70,038	\$75,439
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SCHEDULE "A"
APSSP SALARIES AND CLASSIFICATIONS
2025-09-01

JOB CLASSIFICATIONS

Classification: <u>PSYCHOLOGY</u>			
<i>Psychometrist / Psychological Associate</i>			
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University Degree Allowance for CYW: \$963

For those identified by the Board as "Lead" positions, the following "Lead" Responsibility Allowance will apply:

Sept. 1, 2025 \$1,703

PAY DATES

2022-2023 School Year					
September	9, 23	January	13, 27	May	5, 19
October	7, 21	February	10, 24	June	2, 16, 30
November	4, 18	March	10, 24	July	14, 28
December	2, 16, 30	April	6, 21	August	11, 25

2023-2024 School Year					
September	8, 22	January	12, 26	May	3, 17, 31
October	6, 20	February	9, 23	June	14, 28
November	3, 17	March	8, 22	July	12, 26
December	1, 15, 29	April	5, 19	August	9, 23

2024-2025 School Year					
September	6, 20	January	10, 24	May	2, 16, 30
October	4, 18	February	7, 21	June	13, 27
November	1, 15, 29	March	7, 21	July	11, 25
December	13, 27	April	4, 17	August	8, 22

2025-2026 School Year					
September	5, 19	January	9, 23	May	1, 15, 29
October	3, 17, 31	February	6, 20	June	12, 26
November	14, 28	March	6, 20	July	10, 24
December	12, 24	April	2, 17	August	7, 21

LETTER OF INTENT - CONTRACTING OUT

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

LETTER OF UNDERSTANDING - PARTNERSHIPS WITH EXTERNAL AGENCIES

The Board will consult with the Association prior to engaging in any partnership agreements. This will be a standing item on the agenda of the Association / Board Liaison Committee.

LETTER OF UNDERSTANDING - PROVINCIAL COMMITTEES

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

LETTER OF UNDERSTANDING - JOB EVALUATION/SALARY REVIEW

The Board agrees to engage in a job evaluation/salary review for APSSP positions prior to December 31, 2024. Following completion, the Board will consult with the local APSSP Executive to review findings and receive feedback. The Board will establish next steps as it deems necessary.

LETTER OF UNDERSTANDING - JOB SHARING

Applications for Job Share arrangements must be submitted to the Superintendent of Human Resources annually by March 1st for the following school year. Before a job share request can be approved, its terms must be set out in writing and agreed to by all parties (School Board, Union and Employees).

Employees must hold the same job title as the job they are to share and must have the qualifications and essential training to perform the duties of the job they are to share.

All job-sharing arrangements will be for a period of one academic year. The parties make no commitment that job share arrangements will be renewed.

Employees involved in a job-sharing arrangement shall be paid according to Schedule A on a prorated basis.

It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Principal and Supervisor must be notified.

Job sharing employees are responsible for ensuring that all tasks and responsibilities associated with the position are completed on time and to the required standard. Job sharing employees must communicate regularly with each other and with their supervisor to ensure that they are working toward the same goals and meeting the needs of the Board.

If either of the employees no longer want to participate in job sharing, they will provide four weeks written notice to the Superintendent of Human Resources and both parties shall return to their full time duties.

If multiple locations are impacted by the job sharing arrangement the Board will have the final decision as to the location of the job share. Approval of all job sharing arrangements shall rest solely with the Board.

Any job available as a result of a job sharing arrangement will be filled temporarily. When a job share arrangement comes to an end, employees shall be returned to the position and assignment they were in prior to the commencement of their job share arrangement.

As a job sharer you will be required to pay your portion of the benefit premiums. Please contact your benefit administrator for details.

All job share arrangements shall expire at the end of the school year in which they were implemented.

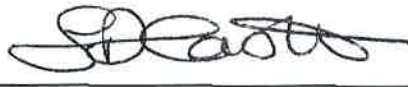
IN WITNESS THEREOF the Board has signed this Agreement this 18 day of December 2024.

The Bruce-Grey Catholic District School Board

Per:



Superintendent of Human Resources



Chairperson of the Board

Secretary of the Board



IN WITNESS THEREOF the Association has signed this Agreement this 18 day of December, 2024.

Association of Professional Student Services Personnel

Per:





Association Representative