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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:	
Withdrawn <input type="checkbox"/> Settled <input type="checkbox"/> Referred to Arbitration <input type="checkbox"/> Referred to Local Grievance Procedure <input type="checkbox"/>	
Date:	Co-Chair Signatures:
This form must be forwarded to the Central Dispute Resolution Committee Co-Chairs no later than 40 days after becoming aware of the dispute.	

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.



**LONDON DISTRICT
Catholic School
BOARD**

PART B: LOCAL COLLECTIVE AGREEMENT

between

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

and

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

September 1, 2022 to August 31, 2026

The London District Catholic School Board and the Association of Professional Student Services Personnel agree to follow the terms of the 2022 – 2026 Collective Agreement subject to the amendments as attached. For clarity, the term Collective Agreement includes any and all applicable Letters of Understanding

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ARTICLE 1: RECOGNITION

- 1.01 The Employer recognizes the Association as the sole and exclusive collective bargaining agent for employees of the London District Catholic School Board employed as: Attendance Counsellors, Audiologists, Board Certified Behaviour Analysts, Implementation Coaches, Psycho-Educational Consultants, Psychological Associates, Psychologists, Social Workers and Speech Language Pathologists save and except for supervisors and persons above the rank of supervisors.
- 1.02 At all negotiation meetings regarding the Agreement and its renewal, the Association shall be represented by a Negotiating Committee composed of up to five (5) employees. The Negotiating Committee may be accompanied by legal and/or other counsel.
- 1.03 Meetings held between the parties for the purpose of negotiating renewals to this Collective Agreement will be held during regular scheduled working hours as much as possible and committee members will suffer no loss of pay or benefits for time spent in such meetings, up to and including conciliation.

ARTICLE 2: DURATION AND RENEWAL

Reference Part A - Article C3.00

- 2.01 This Agreement shall be effective from September 1, 2022 to August 31, 2026 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 2.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 2.03 During negotiations on any proposal, renewal or revision of this Agreement, the Agreement at the commencement of such negotiations shall remain in force and effect until satisfactory settlement of such negotiations has been reached or until the conciliation procedure provided under the Ontario Labour Relations Act has been exhausted, whichever comes first.
- 2.04 The parties will meet within thirty days after giving notice by either party for the purpose of entering into negotiation or as soon thereafter as may be mutually agreed to by the parties in writing.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.01 It is the sole and exclusive right and obligation of the Employer to exercise its management functions and trustee responsibilities and to manage the affairs of the Employer and to exercise these rights and obligations in a manner consistent with this Agreement and

subject to the provisions of the relevant provincial and federal legislation and regulations.

ARTICLE 4: SALARY

4.01 (a) **EFFECTIVE SEPTEMBER 1, 2022**

YEAR	Pre-Degree	Undergrad	Masters
0	52,311	60,262	66,983
1	55,577	63,776	71,032
2	58,843	67,290	75,080
3	62,113	70,802	79,128
4	65,380	74,322	83,177
5	68,646	77,828	87,221
6	71,909	81,342	91,271

(b) **EFFECTIVE JUNE 1, 2023 (addition of Ph.D.)**

YEAR	Pre-Degree	Undergrad	Masters	Ph. D.
0	52,311	60,262	66,983	74,000
1	55,577	63,776	71,032	78,667
2	58,843	67,290	75,080	83,334
3	62,113	70,802	79,128	88,001
4	65,380	74,322	83,177	92,668
5	68,646	77,828	87,221	97,335
6	71,909	81,342	91,271	102,002

(c) **EFFECTIVE SEPTEMBER 1, 2023**

YEAR	Pre-Degree	Undergrad	Masters	Ph. D.
0	53,844	61,795	68,516	75,533
1	57,110	65,309	72,565	80,200
2	60,376	68,823	76,613	84,867
3	63,646	72,335	80,661	89,534
4	66,913	75,855	84,710	94,201
5	70,179	79,361	88,754	98,868
6	73,442	82,875	92,804	103,535

(d) **EFFECTIVE SEPTEMBER 1, 2024**

YEAR	Pre-Degree	Undergrad	Masters	Ph. D.
0	55,377	63,328	70,049	77,066
1	58,643	66,842	74,098	81,733
2	61,909	70,356	78,146	86,400
3	65,179	73,868	82,194	91,067
4	68,446	77,388	86,243	95,734
5	71,712	80,894	90,287	100,401
6	74,975	84,408	94,337	105,068

(e) **EFFECTIVE SEPTEMBER 1, 2025**

YEAR	Pre-Degree	Undergrad	Masters	Ph. D.
0	56,910	64,861	71,582	78,599
1	60,176	68,375	75,631	83,266
2	63,442	71,889	79,679	87,933
3	66,712	75,401	83,727	92,600
4	69,979	78,921	87,776	97,267
5	73,245	82,427	91,820	101,934
6	76,508	85,941	95,870	106,601

- (f) No current employees shall receive a reduction in salary, allowances or in vacation pay percentage entitlement as a result of the implementation of this grid structure or the vacation pay structure. Salaries, allowances and vacation pay entitlements in effect on the date prior to the date affixed to this Agreement shall be frozen at those levels until allowances, grid placement and years of service would result in an increase in salary, allowance and vacation entitlement.
- (g) For the purpose of placement on the salary grid, employment experience shall be credited as experience on the basis of one year directly related experience to one year experience. All work experience must have been gained after attaining the minimum certification required for employment in the assignment offered by this Employer.
- (h) Movement on the grid for the purpose of experience shall be calculated as of September 1 of each year.
- (i) Effective September 1, 2008 there shall be a special allowance for all Psychological Associates as follows: September 1, 2019 - \$2,348; September 1, 2020 - \$2,389; September 1, 2021 - \$2,479.

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

- (j) Retroactivity to apply to all employees including those who left the employ of the Employer after September 1, 2008.
- 4.02 (a) Employees who are required to attend to their work during March break, summer break and Christmas break period(s) shall be reimbursed for each full day(s) based on the following:
- $$\frac{1}{\text{Total of Number of days in the School year}} \times \text{Annual Salary} + \text{Total Number of Paid Holidays}$$
- (b) In cases of extraordinary circumstances, such as, threat of life of student or staff, sudden death of student or staff, or a natural disaster, where prior approval cannot be obtained, the Employee will communicate with their immediate supervisor or designate by telephone or email when time reasonably permits.

Vacation Pay

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

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

- 1) Less than two (2) years - four (4%) percent
 - 2) Two (2) years and over but less than five (5) years - six (6%) percent
 - 3) Five (5) years and over but less than ten (10) years - eight (8%) percent
 - 4) Ten (10) years and over but less than twenty (20) years - ten (10%) percent
 - 5) Twenty (20) years and over - twelve (12%) percent
- (b) Vacation pay as per the schedule in 4.03(a) above shall be paid on each regular scheduled pay.
- (c) Employee(s) who work less than one (1.0) FTE shall receive prorated vacation pay.
- (d) Employee(s) who receive overtime pay shall receive vacation pay on the additional pay in accordance with the schedule in 4.03 (a) above.

Pay Schedules

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

ARTICLE 5: WORK YEAR / HOURS OF WORK

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

Hours worked in excess of thirty-six (36) hours in a workweek, with the prior approval of the Superintendent(s) responsible for Learning Services or their designate, will be recorded as overtime in an overtime register for each employee. In cases of extraordinary circumstances, such as, threat of life of student or staff, sudden death of student or staff, or a natural disaster, where prior approval cannot be obtained, the employee will communicate with their immediate supervisor or designate by telephone or email when time reasonably permits. The hours worked between thirty-five (35) and thirty-six (36) are voluntary hours for the employee.

- 5.05 Employees must seek prior approval before accumulating lieu time. An employee may take time off in-lieu of overtime by using accumulated hours in their register. The accumulated in-lieu time will be taken at times mutually agreed with the Superintendent(s) responsible for Learning Services or their designate. Such request(s) shall not be unreasonably denied.
- 5.06 Accrual of additional hours beyond thirty-six (36) per week shall be based at straight time.
- 5.07 By June 1st of each year Social Workers will be provided with advance notice of their school assignments for the following school year. It is understood such assignments will be subject to change based on system needs.

ARTICLE 6: PAID HOLIDAYS

- 6.01 (a) Public Holidays are inclusive of holidays as outlined in the Employment Standards Act as amended from time to time, and Easter Monday.

- (b) The Salary Grid in Article 4 includes all payment for Public Holidays.

ARTICLE 7: MILEAGE

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

Mileage

- 7.02 (a) Notwithstanding the Board Policy, Regulations and Procedures, where an employee's first or last stop of the day is outside the City of London, the following will apply: The applicable mileage allowance will be paid from the relevant City of London exit point to the first stop of the day, and from the last stop of the day to the relevant City of London entry point. The exit/entry points are as follows:
 - North – Mother Teresa Secondary School
 - East – John Paul II Secondary School
 - West – St. Thomas Aquinas Secondary School
 - South – Catholic Education Centre
- (b) All other travel from school to school or other location within the counties or City of London shall be calculated according to current practice.

ARTICLE 8: BENEFITS

Long Term Disability Insurance

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

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

should the period of short-term disability be longer than seventy-five (75) working days. The coverage will be mandatory for all eligible employees.

- 8.02 (a) An employee on unpaid leave shall be responsible to pay the full cost of benefit plan premiums.
- (b) Unless the Employee gives the Board a written notice that the Employee does not intend to pay the Employee's contribution, the Employer shall continue to pay its share of benefits premiums for eligible employees on statutory or other paid leave of absence, including absences resulting from an approved long term disability claim, provided the Employee continues to pay their portion of premiums.
- (c) The Employer will continue to pay its share of the applicable premiums for a period of up to seventy-five (75) working days for eligible employees while they are on sick leave, provided the Employee continues to pay their portion of premiums.
- 8.03 All employees working less than forty (40% FTE) percent full-time equivalent will not qualify for benefits as set out in this Article save and except for sick leave provisions as in Article 9.
- 8.08 8.04 The Employer confirms that prior to switching the existing insurance carrier of the Benefits Plans; it will discuss such change at Joint Consultation Committee. Such change(s) will not result in reduction of benefits contained in this Agreement.

Pension

- 8.10 8.05 The Pension Plan for non-teaching employees established by the London District Catholic School Board through the Ontario Municipal Employees' Retirement System (OMERS) shall be applicable to employees covered by this Agreement. During the lifetime of this Agreement, the Employer agrees to make contributions to the plan in accordance with the requirements of the Ontario Municipal Employees Retirement System Act. Part-time employees shall be given the opportunity to participate in this Plan subject to the provisions of OMERS.

ARTICLE 9: SICK LEAVE PLAN

Sick Leave – Return to Work

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

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

ARTICLE 10: LEAVES OF ABSENCE

Reference Part A - Letter of Agreement #5

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

Bereavement Leave

10.02 The parties agree that requests for bereavement leave will be addressed in accordance with individual circumstances with a view to providing the support that is needed in each particular situation as follows:

- (i) An employee will be granted up to five (5) days bereavement leave of absence, with pay, in the event of the death of a spouse, child, step-child, mother, father, brother or sister.
- (ii) An employee will be granted up to three (3) days bereavement leave of absence, with pay, in the event of the death of their mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law or grandchild.
- (ii) An employee will be granted one (1) day bereavement leave of absence, with pay, in the event of the death of their aunt, uncle, niece, nephew or first cousin.
- (iv) An employee may be granted a leave of absence without loss of pay to attend the funeral of any other person, subject to the approval of the immediate supervisor or their designate.
- (v) In the event of a death occurring in winter necessitating a spring interment, one (1) of the days referred to in 10.02 (i), (ii) and (iii) may be taken at the time of interment.

Personal Leave

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

Pregnancy/Parental/Adoption Leave

- 10.04 (a) Except where amended by the provision of this Agreement, pregnancy and parental leave will be granted in accordance with the Employment Standards Act.
- (b) A full-time and part-time permanent employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% percent salary

through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Plan (STLDP).

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

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

- (c) (i) The employee requesting Pregnancy and/or Parental Leave shall give at least one (1) month's notice, in writing, to the Superintendent, Human Resources Services of the date the statutory leave is to commence as well as the date the employee will return to work. The notice shall be accompanied by a certificate from a practitioner stating the expected birth date.
- (ii) In the case of adoption leave, the employee requesting such leave shall provide reasonable notice of the date the leave is expected to commence and will provide as much notice as possible prior to the commencement of the actual leave.
- (d) Upon termination of the approved Pregnancy and Parental Leave, an employee may be granted personal leave of absence without pay for the period of time not to exceed one (1) additional year following the termination of the statutory leave under the Employment Standards Act. Such request shall be made in writing to the Superintendent, Human Resources Services at least one (1) month prior to the completion of the statutory leave. During the period of this extended leave, the

employee may continue to pay the full premiums of the benefits plans by providing instructions in writing to the Superintendent, Human Resources Services.

- (e) (i) During the period of statutory leave, the Employer shall continue to pay its share of the benefits premiums for which the employee is eligible.
- (e) (ii) Employees will be responsible for payment of pension contributions. The Employer will continue to remit pension contributions to OMERS for the period of the statutory leave, unless requested by the employee not to do so.
- (f) An employee returning from a pregnancy/parental leave shall be reinstated to the position most recently held by the employee if it still exists or to a comparable position if it does not, with no reduction in annual salary.
- (g) Adoption leave will be allowed on the same basis as the parental leave.

Four and One Leave Plan

10.05 Preamble

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

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

Purpose

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

Qualifications

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

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

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

Implementation

- (e) 80% of the annual salary according to the salary schedule will be paid for four (4) years. The remaining 20% of annual salary will be accumulated and this amount plus any interest earned shall be retained for the employee by the Employer and paid in the fifth year.
- (f) Money will be deposited with a chartered bank or Federally or Provincially Chartered Trust Company in such accounts or monies instruments as authorized by law, for trustees to invest trust funds and as authorized under the Income Tax Act, Canada, the Education Act, or any other relevant governing legislation pertaining to such money. The account and/or instruments chosen will be held in the name of the "London District Catholic School Board, In Trust for the Four and One Leave Plan."

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

- (g) Benefits for employees registered in the program shall be maintained by the employee during the one-year leave of absence in accordance with the Collective Agreement in force during the leave of absence.
- (h) Upon return from the leave, the employee will be reinstated to a position at least equivalent to that which the employee held immediately prior to the leave. If said position no longer exists, the employee will be governed by the appropriate terms of the Collective Agreement.
- (i) Deductions for the Ontario Municipal Employees Retirement System (O.M.E.R.S.) shall comply with those requirements as well as the Income Tax requirements.
- (j) An employee may withdraw from the plan any time prior to March 1 of the calendar year in which the leave of absence is to begin. Upon withdrawal, any monies accumulated, plus interest owed, as in 10.05 (f) above, will be repaid to the employee within sixty (60) days of notification of her/his desire to leave the plan.

Any exceptions to the aforementioned shall be at the discretion of the Employer.

- (k) In the event that a suitable replacement cannot be hired for an employee who has been granted a leave, the Employer may defer the leave by one (1) year. If such a deferral is necessary, the employee shall be notified prior to March 1 of the calendar year in which the leave was to take place. In this instance, the employee may choose to remain in the plan and any monies accumulated by the terminal date of the plan will continue to accumulate interest until the leave of absence. No deduction will be made during the year of deferral.
- (l) Should an employee die while participating in the plan, any monies accumulated, plus interest owed, as in 10.05 (f) above, at the time of death will be paid to the employee's estate.

Jury and Witness Duty

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

Association Leave

- 10.07 (a) Upon written request of the Association, employee(s) will be granted leave of absence without pay and loss of seniority or benefits to conduct Association business for a period not to exceed an aggregate total per school year of twenty (20) days. The Employer agrees to pay any employee(s) granted such leave of absence for any regular time lost from work and the Association agrees to reimburse the Employer for such payments to the employee(s).
- (b) The members of the Negotiations Committee shall be given an aggregate total of six (6) days with no loss of pay, seniority or benefits to prepare for renewal of this Collective Agreement. The Association shall request such leave in writing at least ten (10) working days in advance or such shorter period of notice where not possible.

Education Leave

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

Agreement in force at the time shall apply.

Political Purposes

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

Paternity Leave

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

Compassionate Leave

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

Compulsory Quarantine

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

Graduation/Convocation

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

Writing Examinations

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

Medical/Dental Appointments

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

ARTICLE 11: PROFESSIONAL DEVELOPMENT

Reference Part A - Letter of Agreement #4

11.01 The Employer and the Association share a desire to improve professional standards by giving employees the opportunity to participate in relevant seminars, workshops, courses or similar programs to keep up-to-date with knowledge in their respective fields. Such

programs are to be arranged in advance in consultation with and with the approval of the supervisor.

- 11.02 (a) When attending approved conferences, an employee will suffer no loss in salary, benefits or seniority.
 - (b) Association members shall be reimbursed up to \$750.00 per school year towards the cost of their professional development activities including but not limited to activities such as workshops, courses, webinars, etc., inclusive of associated costs.
 - (c) The employee must be able to demonstrate the professional development is applicable to their role.
- 11.03 An employee invited to participate in a conference or convention as a presenter shall, subject to consultation with and with the approval of the supervisor, be granted leave with pay for the purpose.
- 11.04 Where the Employer requires an employee to attend a conference, workshop or seminar, the Employer will fully reimburse the employee for all related expenses.

ARTICLE 12: WORKING CONDITIONS

- 12.01 The duties of the employees shall be carried out in accordance with the job description. Where revisions to job descriptions are being made, these revisions shall be discussed at the Joint Consultation Committee.
- 12.02 Annually, members of the Association will provide the Employer with a copy of their professional certification confirming membership in good standing with their respective professional college, where applicable.
- 12.03 (a) Permanent FTE employees shall be reimbursed for professional registration fees where registration in the regulatory college or board is a requirement of employment. An Employee with a permanent 0.5 FTE or less shall only be reimbursed one half of the Professional College Registration fees.
- 12.04 (b) Permanent FTE Attendance Counsellors shall be reimbursed for membership fees in the Ontario Association for Attendance and Counselling Services where registration in that Association is a requirement of employment. An Employee with a permanent 0.5 FTE or less shall only be reimbursed one half of the membership fees.
- 12.05 The Board will provide each permanent employee with a bag on wheels to carry their equipment. APSSP will be contacted to provide input into the selection process.

ARTICLE 13: CODE OF ETHICS

13.01 The Employer and the Association acknowledge the responsibility of the employees to comply with the Professional Codes of Ethics of their respective professions. In the event that compliance with any rule would place an employee in violation of such employee's Professional Code of Ethics, it is the expectation that the employee will identify and discuss the issue with the Superintendent(s) responsible for Learning Services, and their designate.

ARTICLE 14: SENIORITY

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

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

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

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

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

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

- (i) They resign in writing;
- (ii) They are discharged and is not reinstated through the grievance or arbitration procedures;
- (iii) They fail to return from leave of absence without notifying the Employer at least 24 hours prior to the date of the expiry of the leave of absence,

- provided such notification is reasonably possible;
- (iv) They are absent from work without permission for more than five (5) consecutive working days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control;
 - (v) They fail to report for work after a layoff not later than 14 calendar days after receiving notice of recall by registered mail to the last address of the employee of which the Employer has recorded unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the employee's control. An employee is responsible for advising the Employer in writing of their address from time to time while they are on layoff;
 - (vi) They are laid off for a period longer than twenty-four (24) months;
 - (vii) They retire or are retired;
 - (viii) They are off the payroll for a continuous period of thirty-six (36) months unless the employee is in receipt of LTD benefits.

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

Temporary Employees

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

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

- (b) Where a temporary employee is appointed as a permanent employee, they shall accrue seniority credit from the first day of continuous work. Any sick leave credits accumulated during that school year shall be maintained for the employee.
- (c) Temporary employees who are appointed by the Employer to a probationary position within the bargaining unit will have their probationary period decreased by the length of service already accumulated. Such probationary employee will be required to serve a minimum probationary period of two (2) months of service. Upon mutual agreement of the Association and the Employer, the probationary period may be extended in writing.
- (d) Temporary employees shall enjoy all provisions of this Agreement with these exceptions:
 - (i) Sick Leave Credits
A temporary employee shall earn two (2) sick leave credits for each full month of completed service to a maximum of twenty (20) credits. Upon completion of the temporary assignment, there shall be no monetary value

placed on any credit balance.

(ii) Access to Job Postings

A temporary employee may elect to bid for job postings and will be considered as an external candidate only after it has been determined that no permanent member of the bargaining unit is the suitable candidate.

(iii) Benefits

A temporary employee shall not be eligible to access the Pension Plan, Extended Health Care Plan, Group Life Insurance, Dental Plan and Long-Term Disability as in Article 8 except as provided in 14.04 (a) above.

ARTICLE 15: LAYOFF

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

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

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

Notice of Redundancy/Layoff

15.02 Where a redundancy will be effective on the last day of the school year, notification in writing that the position to which the employee is assigned has been declared redundant shall be given to the employee by April 30th. Where a layoff will be effective on a date other than the last day of the school year, affected employees are entitled to two (2) calendar months' notice of layoff or pay in lieu of notice. Such notice shall also be provided to the Association.

- 15.03 (a) When a vacancy occurs which the Employer elects to fill, employees on the recall list shall be notified by registered mail within fourteen (14) calendar days of the creation of the vacancy to the last reported address of the employee. Vacancies shall be filled from the recall list on the basis of seniority provided the employee has the professional qualifications to do the available work.
- (b) The employee shall respond to the recall within fourteen (14) calendar days of the date the registered letter was sent.
- (c) An employee(s) who accepts the recall and reports for duty at the time and place specified by the Employer will be returned to a position in accordance with their seniority ranking and the terms of the Collective Agreement in force at the time of their recall continue to apply.

- (d) An employee who has been laid off from a full-time position shall have the option of accepting or not accepting without loss of recall rights a part-time or temporary position.
- (e) An employee who fails to accept their recall or report for work as specified shall lose all recall rights, unless the employee is unable to accept the recall due to illness or injury and they provide evidence of such illness or injury from a licensed practitioner acceptable to the Employer.
- (f) The employee's right of recall will be for a period of two (2) years from the date of the layoff.

15.04 The Employer will provide the Association with copies of notices of redundancy, layoff and notices of recall at the same time that such notices are sent to affected employees.

15.05 In the case where there is a need to reduce the workforce in any position, reduction(s) shall occur in the reverse order of seniority in a manner that impacts the fewest number of employees. No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the agreement of the Association.

ARTICLE 16: WORK OF THE BARGAINING UNIT

16.01 The Board agrees that no employee shall be laid off, have their regularly scheduled workday or regularly scheduled workweek reduced, or be terminated as a result of the Board contracting out any of its work or services.

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

16.02 The Employer agrees that employees outside the bargaining unit will not regularly perform work done by employees in the bargaining unit to the extent that this would lead to the layoff of members of the bargaining unit or a general reduction in the hours of work.

ARTICLE 17: JOB POSTINGS

17.01 Where a vacancy is created which the Employer elects to fill, such vacancy shall be posted for ten (10) working days. A copy of the posting shall be provided to the Association President. Where the Employer decides not to fill a vacancy in the bargaining unit, the Employer agrees to notify the Association President in writing.

17.02 Where more than one employee from the bargaining unit applies for a job, the selection will be made on the basis of their skill, ability, experience and qualifications. Where these

factors are relatively equal among the candidates considered, seniority shall govern the selection of the successful applicant.

- 17.03 Where there are no qualified applicants from within the bargaining unit, the Employer may fill the vacancy from outside the bargaining unit.
- 17.04 The Employer agrees to replace an employee who is absent on approved leaves which are expected to exceed one term/semester.
- 17.05 Although the Employer has the sole right to create or to designate a new job class within the bargaining unit, it agrees to the following:
- (i) The terms of such a class shall be discussed with the Association prior to an appointment;
 - (ii) If negotiations are in progress, the job class and allowance(s), if any, will be included in the proposal from the Employer;
 - (iii) If the Agreement has been settled, the Employer shall provide the Association with a job description for the new job class and the initial salary or allowance, if any, will be agreed upon between the Association and the Superintendent, Human Resources Services. In the event agreement as in 17.05 (iii) above is not reached, the matter shall be dealt with at the next round of negotiations. Adjustments, if any, will be retroactive to the date when an employee first occupied the position.
- 17.06 Where a permanent vacancy is to be filled by an external applicant, the Board will invite an APSSP member from the specific discipline to be on the interview panel and they will be given the opportunity to provide their feedback to the panel after the interview and before a final hiring decision is made. However, the APSSP member will not make the final decision.

ARTICLE 18: DISCIPLINE AND DISCHARGE

- 18.01 (a) Where an employee claims that they have been disciplined without just cause, the dispute may be the subject of a grievance, by the employee submitting a written grievance at Step 2 of the grievance procedure as outlined in Article 25 of this Agreement.
- (b) Where an employee claims that they have been discharged without just cause, the dispute may be the subject of a grievance, by the employee submitting a written grievance at Step 3 of the grievance procedure as outlined in Article 25 of this Agreement.
- 18.02 A discharge or discipline grievance may be resolved under the grievance and arbitration procedure by:
- (i) Confirming the discharge or discipline of the employee;
 - (ii) Reinstating the employee with full compensation for lost time; or

(iii) By any other arrangement which is considered just and equitable.

- 18.03 Any employee who is subject to any discipline or discharge shall be entitled to Association representation at the time the discipline or discharge is imposed and at all subsequent meetings on the matter. The employee shall be advised in advance of such meeting of their right to representation, and as to the nature of the meeting. An employee can only waive the right to Association representation in writing.
- 18.04 The Employer will provide written reasons in relation to an employee's written reprimand, suspension, discharge or termination, to the employee and to the Association within five (5) working days of the date of the discipline.
- 18.05 A permanent employee may be discharged only upon the authority of the Superintendent, Human Resources Services or their designate. An employee's immediate supervisor or their designate may suspend an employee.
- 18.06 Letters of discipline for any offences will be removed from the employee's personnel file after a period of eighteen (18) months from the date of the letter, if no other letter of discipline is issued within that eighteen (18) month period.

ARTICLE 19: PERSONNEL FILES

- 19.01 In the interest of ensuring that employees are aware of the content of evaluation reports contained in their personnel files, the Employer commits to the following:
- (i) All evaluation reports shall be maintained in the employee's personnel file;
 - (ii) Prior to placement in the file, the employee shall have the opportunity to review the report;
 - (iii) The employee shall have the opportunity to include a statement as part of the evaluation report.
- 19.02 In accordance with the Municipal Freedom of Information and Protection of Privacy Act, an employee shall have access during normal business hours to their personnel file by making an appointment with Human Resources. An Employer representative shall be present when an employee reviews the file. An employee shall have the right to have copies of any material(s) contained in their personnel file.

ARTICLE 20: COMMUNICATIONS

- 20.01 Except as otherwise provided for in this Agreement, all correspondence between the parties shall pass to and from the senior administrator responsible for Human Resources or their designate and the Association President.
- 20.02 The Association shall be notified, in writing, of all new hires, layoffs, recalls, resignations, retirements or any other termination of employment affecting the bargaining unit, within

ten working days of the hire or leaving date. This shall apply both to permanent and temporary employees.

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

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

ARTICLE 21: ASSOCIATION REPRESENTATION

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

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

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

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

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

(b) As agreed by the Co-Chairs in advance, other persons may be invited to attend meetings of this committee.

(c) Committee meetings shall be scheduled once per term or more or less frequently at the discretion of the Co-Chairs.

(d) Agenda items will be exchanged in advance whenever possible.

(e) Meetings will normally be held during regular working hours, and committee members will suffer no loss in pay or benefits while attending such meetings.

21.04 With the prior permission of the Employer, the Association may hold meetings on the Employer's property without charge, provided such meetings do not interfere with the

operations of the buildings in which they are held. An employee(s) on their work time may not be involved unless permission has been given by the Employer.

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

ARTICLE 22: ASSOCIATION DUES

- 22.01 (a) The Employer shall deduct from the pay of all employees covered by this Agreement, in each pay period, a sum equal to the duly authorized Association dues.
- (b) All dues so deducted shall be remitted to the Treasurer of the Association no later than the tenth (10th) working day of the month following the month in which such deductions were made together with a list of names of all employees from whose pay dues were so deducted, the gross earnings for each employee for the period and the dues deducted.
- 22.02 Any adjustments to dues shall be provided in writing by the Association and shall take effect the month following or within such time as reasonable.
- 22.03 The Association shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.

ARTICLE 23: STRIKES/LOCKOUTS

- 23.01 The parties agree that there shall be no strikes and lockouts during the term of this Agreement. The terms “strike” and “lockout” shall be interpreted in accordance with the definitions set out in the Ontario Labour Relations Act, as amended from time to time.
- 23.02 During any legal work stoppage or strike action by other employee groups, employees covered by this Agreement shall perform work in accordance with the job descriptions for their positions and shall not be required by the Employer to perform the duties of employees who are involved in the legal work stoppage or strike action.

ARTICLE 24: NO DISCRIMINATION

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

protection of human rights.

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

ARTICLE 25: GRIEVANCES

Reference Part A - Article C4.00.

- 25.01 (a) It is the mutual desire of the parties that all complaints and grievances be adjusted as quickly as possible. A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee or the Association relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral and an allegation that this Agreement has been violated.
- (b) All meetings at which grievances are processed shall be held in camera.
- (c) Employees who are covered by this Agreement shall be required to follow the procedures as laid down in this Article.

Step 1

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

Step 2

- 25.03 If the discussion with the immediate supervisor does not resolve the matter, the Association may file a grievance on behalf of the employee adhering to the following procedure:
- (a) A grievance when submitted shall be in writing and shall contain a concise statement of the facts complained of, the redress sought, the date on which the complaint was discussed with the immediate supervisor, and shall reference the specific articles and/or clauses of the Collective Agreement alleged to have been violated.
- (b) The grievance shall be signed by the employee and an Association representative.
- (c) The grievance shall be submitted to the Labour Relations Officer or their designate.
- (d) The employee shall be accompanied by an Association representative when submitting the grievance.

- (e) The Labour Relations Officer or their designate shall, within ten (10) working days from the date of the grievance being received, meet with the employee and their representative and others necessary in efforts to resolve the outstanding issue.
- (f) A written response shall be provided to the employee and their representative within five (5) working days of the meeting in clause 25.03 (e) above.

Step 3

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

Policy Grievance

- 25.05 (a) (i) An Association policy grievance is defined as an alleged violation of this Agreement concerning all or a substantial number of the employees in the bargaining unit.
- (ii) The policy grievance may be filed by the Association to the Superintendent, Human Resources Services or their designate at Step 3 of the Grievance Procedure at any time within fifteen (15) working days after the circumstances giving rise to such grievance occurred or originated.
- (iii) The grievance shall be in writing and shall contain a concise statement of the facts complained of, the redress sought, the date on which the issue was discussed with Employer representative(s) and shall reference the specific article(s) and/or clause(s) of the Collective Agreement alleged to have been violated.
- (iv) Within ten (10) working days from the date of the grievance being received, the Association representative(s) shall meet with the Superintendent, Human Resources Services or their designate in efforts to resolve the outstanding issue.
- (v) A written response shall be provided to the Association within ten (10) working days of the meeting in clause 25.05 (a) (iv).
- (b) (i) A policy grievance of the Employer shall be in writing and may be initiated by the Superintendent, Human Resources Services or their designate by delivering the grievance to the President of the Association.
 - (ii) The grievance shall be in writing and shall contain a concise statement of

the facts complained of, the redress sought, the date on which the issue was discussed with Association representatives and shall reference the specific article(s) and/or clause(s) of the Collective Agreement alleged to have been violated.

- (iii) Within ten (10) working days of the grievance being received, the Association representatives shall meet with the Superintendent, Human Resources Services or their designate to discuss the grievance.
- (iv) A written response shall be provided to the Superintendent, Human Resources Services or their designate within ten (10) working days of the meeting in clause 25.05 (b) (iii).

Group Grievance

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

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

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

ARTICLE 26: ARBITRATION

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

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

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

- (d) The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.
- (e) Each party shall bear equally the cost of the Arbitrator.
- (f) Any of the time limits in this Article may be extended in writing by mutual agreement of the parties.

ARTICLE 27: HEALTH AND SAFETY

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

ARTICLE 28: INCLEMENT WEATHER

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

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

ARTICLE 29: PARTNERSHIP AGREEMENTS

29.01 Partnership agreements with external agencies in the areas of regulated health professionals, social service professionals and paraprofessionals for the delivery of services and /or programs to students with special needs and/or at-risk students shall be as outlined in board policy number K 4.3 and procedure K 4.01.

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

ARTICLE 30: INSURANCE COVERAGE

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

ARTICLE 31: DEFINITIONS

31.01 In this Agreement:

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

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

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

“Employer” means the London District Catholic School Board.

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

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

ARTICLE 32: AGREEMENT SIGNATURES

In witness whereof each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 12th day of October 2023.

**FOR THE LONDON DISTRICT
CATHOLIC SCHOOL BOARD**

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

[Signature]

[Signature]

Unrekey-Kerson

M. Cooper

[Signature]

LETTER OF UNDERSTANDING - I

- Between -

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

- And -

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

RE: 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.

Dated the _____ day of _____, 2023.

**FOR THE LONDON DISTRICT
CATHOLIC SCHOOL BOARD**

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

LETTER OF UNDERSTANDING - II

- Between -

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

- And -

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

RE: WORKING CONDITIONS

Subject to the availability of space in particular schools, APSSP members will be provided with heat and air conditioning (where available), proper ventilation, privacy during meetings with students, table and chairs.

In the event that such space is not available in a particular school the APSSP member will discuss the situation with their supervisor who will work with the Principal of the school to determine the alternatives.

Furthermore, the Board will in service communicate to Principals and Vice-principals the roles of the Professional Student Services Personnel and the preferred working conditions for Association members.

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

Dated the _____ day of _____, 2023.

**FOR THE LONDON DISTRICT
CATHOLIC SCHOOL BOARD**

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