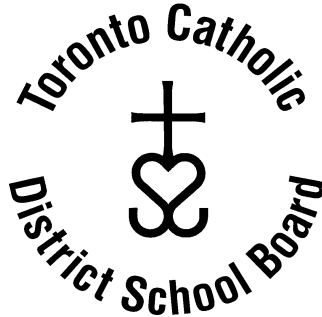


# COLLECTIVE AGREEMENT

between

Toronto Catholic District School Board



&

Association of Professional Student Services Personnel

(APSSP)



**September 1, 2022 – August 31, 2026**

**Includes:**

**“Part A”- 2022-2026 Central Agreement  
Education Workers Alliance of Ontario (EWAO)**

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

# TABLE OF CONTENTS

## EWAO-ATEO – PART A: CENTRAL TERMS

<b>EWAO-ATEO – PART A: CENTRAL TERMS .....</b>	<b>4</b>
<b>C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT.....</b>	<b>4</b>
C1.1 Separate Central and Local Terms .....	4
C1.2 Implementation .....	4
C1.3 Single Collective Agreement .....	4
<b>C2.00 DEFINITIONS.....</b>	<b>4</b>
<b>C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL.....</b>	<b>5</b>
C3.1 Single Collective Agreement .....	5
C3.2 Term of Agreement.....	5
C3.3 Term of Letters of Agreement .....	6
C3.4 Amendment of Terms .....	6
C3.5 Notice to Bargain .....	6
<b>C4.00 CENTRAL GRIEVANCE PROCESS .....</b>	<b>6</b>
C4.1 Definitions .....	7
C4.2 Central Dispute Resolution Committee .....	7
C4.3 French Language .....	8
C4.4 The grievance shall include: .....	8
C4.5 Referral to the Committee .....	9
C4.6 Voluntary Mediation .....	9
C4.7 Selection of Arbitrator .....	10
<b>C5.00 BENEFITS .....</b>	<b>10</b>
C5.1 Eligibility and Coverage .....	10
C5.2 Funding.....	11
C5.3 Cost Sharing .....	11
C5.4 Full-Time Equivalent (FTE) and Employer Contributions .....	11
C5.5 Payment in Lieu of Benefits .....	12
C5.6 Benefits Committee .....	12
C5.7 Privacy .....	12
<b>C6.00 SICK LEAVE .....</b>	<b>13</b>
C6.1 Sick Leave/Short Term Leave and Disability Plan .....	13
<b>C7.00 CENTRAL LABOUR RELATIONS COMMITTEE.....</b>	<b>19</b>
C7.1 Preamble .....	19
C7.2 Membership.....	20
C7.3 Co-Chair Selection .....	20

C7.4	Meetings .....	20
C7.5	Agenda and Minutes .....	20
C7.6	Without Prejudice or Precedent .....	20
C7.7	Cost of Labour Relations Meetings .....	21
<b>C8.00</b>	<b>EWAO-ATEO MEMBERS ON PROVINCIAL COMMITTEES.....</b>	<b>21</b>
<b>C9.00</b>	<b>ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS.....</b>	<b>21</b>
<b>C10.00</b>	<b>CENTRAL BARGAINING .....</b>	<b>21</b>
<b>C11.00</b>	<b>STATUTORY LEAVES OF ABSENCE/SEB.....</b>	<b>21</b>
C11.1	Family Medical Leave or Critical Illness Leave .....	21
<b>APPENDIX A.....</b>		<b>23</b>
	NOTICE OF CENTRAL DISPUTE .....	23
<b>APPENDIX B .....</b>		<b>24</b>
	Sick Leave Credit-Based Retirement Gratuities (where applicable) .....	24
	Other Retirement Gratuities .....	24
<b>LETTER OF AGREEMENT #1.....</b>		<b>25</b>
	RE: STATUS QUO CENTRAL ITEMS .....	25
<b>LETTER OF AGREEMENT #2.....</b>		<b>26</b>
	RE: JOB SECURITY - PROTECTED COMPLEMENT .....	26
<b>LETTER OF AGREEMENT #3.....</b>		<b>28</b>
	RE: PROFESSIONAL DEVELOPMENT .....	28
<b>LETTER OF AGREEMENT #4.....</b>		<b>29</b>
	RE: SICK LEAVE.....	29
<b>LETTER OF AGREEMENT #5.....</b>		<b>30</b>
	RE: CHILDREN’S MENTAL HEALTH, SPECIAL NEEDS AND OTHER INITIATIVES .....	30
<b>LETTER OF AGREEMENT #6.....</b>		<b>31</b>
	RE: MINISTRY INITIATIVES COMMITTEE .....	31
<b>LETTER OF AGREEMENT #7.....</b>		<b>32</b>
	RE: PROVINCIAL WORKING GROUP – HEALTH & SAFETY.....	32
<b>LETTER OF AGREEMENT #8.....</b>		<b>33</b>
	RE: PROFESSIONAL ACTIVITY (PA) DAY .....	33
<b>LETTER OF AGREEMENT #9.....</b>		<b>34</b>
	RE: SPECIALIZED JOB CLASSES .....	34
<b>LETTER OF AGREEMENT #10.....</b>		<b>35</b>

RE: JOB SECURITY - MERGERS, AMALGAMATIONS OR INTEGRATION .....	35
<b>LETTER OF AGREEMENT #11.....</b>	<b>36</b>
RE: WORKPLACE VIOLENCE .....	36
<b>LETTER OF AGREEMENT #12.....</b>	<b>37</b>
RE: Learning and Services Continuity and Absenteeism Task Force .....	37
<b>LETTER OF AGREEMENT #13.....</b>	<b>38</b>
RE: SHORT TERM PAID LEAVE .....	38
<b>LETTER OF AGREEMENT #14.....</b>	<b>40</b>
RE: Bereavement Leave.....	40

## **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**

- a) The annual per FTE funding amounts shall be as follows:
  - i. September 1, 2022: \$6,399.60 per FTE
  - ii. September 1, 2023: \$6,399.60 per FTE
  - iii. September 1, 2024: \$6,120.48 per FTE
  - iv. September 1, 2025: \$6,120.48 per FTE
- b) No enhancements shall be made to the EWAO-ATEO Benefit Plan prior to the expiry of the Collective Agreement.

## **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 31<sup>st</sup> 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**

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

## **APPENDIX B**

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

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

### **Other Retirement Gratuities**

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

## **LETTER OF AGREEMENT #1**

### **BETWEEN**

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

### **AND**

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

### **RE: STATUS QUO CENTRAL ITEMS**

The parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions below shall otherwise remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 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) consecutives regularly scheduled work days' bereavement leave without loss of salary or wages immediately upon the death of or to attend a funeral for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.

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

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

# “PART B”

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

AGREEMENT

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL  
BOARD

- and -



ASSOCIATION OF PROFESSIONAL STUDENT SERVICES  
PERSONNEL

## TABLE OF CONTENTS

	Page
Article 1 Recognition of Association	1
Article 2 Association Rights	3
Article 3 Management Rights	4
Article 4 Employee Rights	5
Article 5 No Cessation of Work	6
Article 6 Association Representation	7
Article 7 Communications	8
Article 8 Dues Check-Off	10
Article 9 Professional Development	11
Article 10 Grievance Procedure and Arbitration	12
Article 11 Seniority	15
Article 12 Discharge and Disciplinary Procedure and Employee Files	19
Article 13 Job Posting and Transfer Requests	21
Article 14 Benefits	23
Article 15 Sick Leave Plan	24
Article 16 Leaves of Absence	25
Article 17 Workplace Safety and Insurance	34
Article 18 Remuneration and Period of Work	35
Article 19 Holidays	42
Article 20 Vacations	43

Article 21	Persons with Disabilities	44
Article 22	Occupational Health and Safety	45
Article 23	Travel Allowances	46
Article 24	Renewal, Amendment and Termination	47
Appendix A	Letter of Intent Re Program and Special Services Work Site and Central Office Meetings	48
Appendix B	Letter of Intent Re Long Term Disability Plan	49
Appendix C	Plan for Sick Leave and Retirement Gratuity	50
Appendix D(1)	Board Policy: H.M.04 Sabbatical Leave for Postgraduate Study	54
Appendix D(2)	Board Policy: H.M.05 Sabbatical Leave for Undergraduate or Non Degree Study	55
Appendix E	Memo of Agreement – Psychology PhD Internship Program	56
Appendix F	Letter of Understanding Re Career Opportunities	58
Appendix H	Letter of Understanding – Joint Committee – Related Experience	59
Appendix I	Letter of Understanding – Settlement Counsellors	60
Appendix J	Letter of Understanding – Working Conditions	61
Appendix K	Memorandum of Understanding - (MOU)	62
Appendix M	Letter of Understanding – Provincial Committees	63
Appendix N	Letter of Understanding – Partnership – External Agencies	64

Addendum 1 APSSP Memorandum of Understanding- July 30, 2012

Addendum 2 APSSP Memorandum of Understanding- June 14, 2013

THIS AGREEMENT made as of the 1 day of September, 2022

BETWEEN:

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called the "Board")

OF THE FIRST PART

- and -

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

(hereafter called the "Association")

OF THE SECOND PART

## PREAMBLE

*The Toronto Catholic District School Board and the Association of Professional Student Services Personnel are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.*

## ARTICLE 1

### RECOGNITION OF ASSOCIATION

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

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

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

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

## ARTICLE 2

## ASSOCIATION RIGHTS

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

## ARTICLE 3

### MANAGEMENT RIGHTS

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

## ARTICLE 4

## EMPLOYEE RIGHTS

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

## ARTICLE 5

## NO CESSATION OF WORK

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

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

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

## ARTICLE 6

## ASSOCIATION REPRESENTATION

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

## ARTICLE 7

## COMMUNICATIONS

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

meet to discuss and engage in consultation and informed discussion with respect to the new or amended or revoked policies and/or procedures prior to implementation.

## ARTICLE 8

## DUES CHECK-OFF

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

## ARTICLE 9

## PROFESSIONAL DEVELOPMENT

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

## ARTICLE 10

### GRIEVANCE PROCEDURE AND ARBITRATION

- 10.01 The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances which may from time to time arise. These procedures will be kept as informal as may be appropriate at any step of the procedure. Moreover, nothing contained in this Article 10 shall prevent a special services staff member from discussing personal or professional problems or complaints with the special services staff member's immediate administrative and professional supervisors.
- 10.02 (a) A "grievance" is a claim by any special services staff member (or members) or the Association or the Board, relating to the interpretation, application or administration of this Agreement, or is an allegation that this Agreement has been contravened.
- (b) The term "Grievance Committee" shall mean a committee consisting of two (2) members of the Association, appointed from time to time, and two (2) representatives of the Board, appointed from time to time by the Director of Education.
- 10.03 (a) Step One:
- A special services staff member having a grievance may, provided it is done with reasonable promptness, discuss the grievance with a representative of the Association, who may discuss the matter with the Executive Superintendent of Human Resources, or designate.
- (b) Step Two:
- If the grievance is not satisfactorily disposed of at Step One, the Association may, on behalf of the aggrieved special services staff member, within ten (10) days after the reply at Step One has been or should have been given, require a meeting of the Grievance Committee by delivering the grievance in writing to the Executive Superintendent of Human Resources or designee by email, courier, or by hand delivery.
- The Grievance Committee shall convene within ten (10) days after receipt of such grievance by the Executive Superintendent of Human Resources or their designee if the grievance has been hand delivered, or within twelve (12) days after the grievance has been emailed or couriered and shall seek to resolve the grievance.
- The aggrieved special services staff member and/or the special services staff member's representative and a representative of the Board may make representations regarding the grievance. If the Grievance Committee is unable to resolve the grievance, the Executive Superintendent of Human Resources shall, within five (5) days after the said meeting, deliver to the Association the written reply of the Board to the grievance.
- 10.03 (c) At Step 2 and beyond of the grievance procedure, APSSP may have the assistance of a consultant.
- 10.04 Any grievance arising directly between the Board and the Association or any grievance involving more than one special services staff member, instead of following the

procedure herein before set out, may be submitted in writing within a reasonable period by either of the parties hereto to the other. The parties agree to meet without delay in an attempt to settle the grievance. In the event that the parties are unable to settle such grievance within fifteen (15) days after submission of same, then the party to whom the grievance was delivered shall reply in writing to such grievance within a further five (5) days.

- 10.05 In the event that any grievance shall not have been satisfactorily settled pursuant to the foregoing provisions, the matter may then, by notice in writing given to the other party within ten (10) days after the time limited for exhaustion of the applicable procedures contained in the foregoing provisions, be referred either by the Association or the Board to arbitration.
- 10.06 The notice submitting to arbitration shall contain the name of the appointee to the Arbitration Board of the party making the submission. The recipient of the notice shall within ten (10) days of receipt of the notice, inform the other party in writing of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an appointee, or if the two appointees fail to agree upon a chairperson within the time limited, then in either such case the appointment shall be made by the Minister of Labour for the Province of Ontario upon the request of either party. No person may be appointed to the Arbitration Board who has participated directly in an attempt to settle the grievance.
- 10.07 The Arbitration Board shall hear and decide the grievance and shall issue its decision in writing and the decision shall be final and binding upon the parties and any special services staff member affected by it. The decision of a majority of the Arbitration Board is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs.

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

## ARTICLE 11

## SENIORITY

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

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

- 11.02 (a) A new special services staff member, including a term employee, shall be considered a probationary employee for a period of twelve (12) calendar months from the date of hiring or date of transferring into the bargaining unit, as the case may be. The probationary period may be extended for a further six (6) calendar months if the Board notifies the special services staff member and the Local Association in writing of the intended extension at least one (1) month before the end of such period and if the Local Association does not notify the Board in writing before the end of the period that it does not concur in such extension. An employee may not have their dismissal taken through the steps of the grievance procedure if they have failed to successfully complete the probationary period. The probationary employee shall receive a written evaluation of their performance. Where a shortcoming is identified during the course of the probationary period, means by which improvements can be made shall be discussed with the probationary employee. The Board will evaluate the probationary employee in a fair, non-arbitrary and non-discriminatory manner.
- (b) It is understood and agreed that a Board employee employed in a position outside the bargaining unit covered by this Agreement may not gain entry to the said bargaining unit by bumping out an existing special services staff member.
- 11.03 It shall be the responsibility of each special services staff member to keep the Board informed of the special services staff member's current postal address and any notice to be given the special services staff member by the Board under the terms of this article shall be deemed properly given provided it is addressed to the special services staff member's last postal address on record with the Board.

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

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

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

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

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

- 11.06 (a) The Board shall provide and maintain seniority lists by classification showing the name and the most recent hire date of each special services staff member in each of the classifications.
- (b) The APSSP seniority list will be updated and posted to the TCDSB website by September 30 and Feb 26 of each year.
- (c) Any special services staff member that believes that an error or omission has taken place in the preparation of the seniority lists shall have the opportunity to clarify the matter through their local steward with the Superintendent of Education, Human Resources or designate. Every reasonable effort shall be made to promptly clear up the matter.
- 11.07 A special services staff member who has been laid off from a full-time position and who has been offered and who has accepted/refused a part-time or temporary position with the Board shall continue to maintain recall rights in accordance with Article 11.05.

## ARTICLE 12

## DISCHARGE AND DISCIPLINARY PROCEDURE AND EMPLOYEE FILES

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

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

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

## ARTICLE 13

### JOB POSTING AND TRANSFER REQUESTS

- 13.01 This Article shall apply to all special services staff positions available during the following time frames:
- (i) Following the placement of all special services staff who are on a layoff, in accordance with the terms of Article 11, all vacant positions shall be posted as of the commencement of the school year to April 1.
  - (ii) All positions which become permanently vacant after April 1<sup>st</sup> shall not be posted until the placement of all special services staff who are on a layoff are placed into an available position, in accordance with the terms of Article 11. Following the placement of all special services staff who are on layoff, the Board shall post all vacant special services positions by June 15<sup>th</sup> to commence the following year.
- 13.02 When a vacancy, other than a vacancy considered by the Board to be temporary, occurs in any occupational classification covered by this agreement, the Board shall, if it determines to fill such vacancy, post a notice thereof in the Director's Bulletin and/or on the Board's website to inform special services staff members for ten (10) working days, as defined in Article 10.11, excluding statutory holidays and board shutdown, setting forth the duties of the position, work location and the qualifications therefor. Professional supervisors will inform their respective staff members of relevant openings in positions covered by this Collective Agreement. Any special services staff member may apply for such position in writing during the posting period.
- 13.03 (a) The Board shall consider the following two factors in determining which employee is to be selected:
- (i) relative seniority of the applicants, and
  - (ii) the ability, knowledge, training, skill, and overall qualifications of the applicant to do the job.

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

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

## ARTICLE 14

## BENEFITS

- 14.01 The Board will contribute on behalf of special services staff members according to the requirements of the basic plan of the Ontario Municipal Employees Retirement System (OMERS), or according to the *Ontario Teachers' Pension Plan Act*, if applicable. In addition, the Board shall make available to all eligible special services staff members Supplementary 1 of the above plan and shall make all necessary contributions.
- 14.02 Benefits language can be found in the Central Agreement article C5.00 and Appendix 8. Benefits for special services staff are administered by OTIP (Ontario Teachers' Insurance Plan).
- 14.03 The Board will notify, in writing, special services members of their entitlement to participate in the OMERS pension plan at time of hire. Special services members hired into a permanent position are mandated to participate in the OMERS plan from the date of hire.
- 14.04 The portion of an EI rebate which may arise by reason of the Board's sick leave plan shall be used by the Board to offset its cost to provide benefits under this Article. The Board shall provide the Association with information on an annual basis regarding any applicable EI rebate.

## ARTICLE 15

## SICK LEAVE PLAN

- 15.01 Please refer to 'Part A' C6.00 Benefits of this Collective Agreement for details pertaining to the Sick Leave and Short-Term Disability Plan.
- 15.02 At the option of the employee, an Association representative may be present at any meeting of an employee and the Board regarding work arrangements that may be required to accommodate an early and safe return to work of the employee from an illness or accident.
- 15.03 The Toronto Catholic District School Board is committed to assisting its employees in an early, safe and suitable return to work. The Board and the Association also recognize their joint obligations under the *Ontario Human Rights Code, R.S.O. 1990* to accommodate employees with disabilities, as defined under the *Code*. To achieve these goals it is agreed that at any meeting to discuss an employee's return to work arrangements or to discuss the workplace accommodation plan, the employee shall be entitled to have an Association representative present, and the Board shall so advise the employee. At the option of the employee, the Association representative may be present at the meeting. The Board will provide the Association with notice of all meetings between the Board and an employee related to the return to work arrangements or the workplace accommodation plan of the employee.
- 15.04 The employer will provide APSPP a monthly report with a list of employees who have been on sick leave for 50 consecutive days in order to ensure the member is able to plan for potential LTD application.

## ARTICLE 16

## LEAVES OF ABSENCE

16.01 Bereavement Leave

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

16.02 Statutory Pregnancy, Parental and Adoption Leaves

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

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

## 16.03

Association Leave

- (a) Members of the Negotiating Committee, for any portion of their regularly scheduled work-time spent with the permission of the Board in attending negotiation meetings, shall suffer no loss in pay.
- (b) Upon written request by the Local Association to the Board given at least fifteen (15) working days in advance, the Board will grant leave of absence without pay, if such leaves do not unduly interfere with the Board's operations, to special services staff members to attend Association conventions or seminars provided:
  - (i) such leaves do not exceed an aggregate of ten (10) worker-days in any calendar year,

- (ii) no more than two (2) special services staff members are absent on such leave at any one time and no more than (1) special services staff member absent from any one job classification or geographical Social Services work site, and
- (iii) no special services staff member is absent on such leave for more than five (5) working days in any calendar year provided that the Supervisory Officer of Human Resources, or designate may, at the request of the Local Association, increase such number of days up to ten (10).
- (c) A special services staff member who is elected to the APSSP Provincial Executive Board or as a full-time Officer of the Association may be granted a leave of absence without pay for a period of up to two (2) years if the Board is able to locate a suitable replacement for such special services staff member. Such leave may be extended by the Board.

## 16.04

Educational Leave Days

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

Jury Duty or Subpoena

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

Personal Leave of Absence

- (c) Upon the request of a special services staff member and at the discretion of the Board, a special services staff member may be granted leave-of-absence without pay for up to one (1) year. Such leave may be granted for reasons of illness, post-graduate study or other personal reasons. A written application for leave shall be made through the administrative and professional supervisors to the Superintendent of Education, Human Resources at least two (2) months, where possible, prior to the proposed commencement of the leave. It is preferable that any leave granted commence at the beginning of, and terminate at the end of, a school term. In its discretion the Board may grant an extension of a further year to a leave granted for post-graduate study if, in the opinion of the Board, such extension is justified.

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

#### Deferred Salary Leave Plan

- (f) The Board will grant leave of absence of one (1) year to special services staff members on the basis of spreading four (4) years' salary over five (5) years (hereinafter called the "Plan") on the following terms and conditions:
  - (i) any special services staff member who has completed at least two (2) years' employment with the Board may apply to participate in such Plan;
  - (ii) the maximum number of such leaves which may be granted under such Plan shall not exceed three in any one work year;
  - (iii) a special services staff member wishing to participate in such Plan shall apply on the form available from the Human Resources Department. The forms will be available on January 1 and must be received by the Human Resources Department on or before February 1 in order for the special services staff member to be considered for participation in the Plan commencing at the start of the following prescribed work year;
  - (iv) applications for such leave which have been approved by the immediate administrative and professional supervisors shall be considered by the Directors who shall make the final decision. Special services staff shall be informed of the approval within 60 days of the submission of the application.
  - (v) each special services staff member permitted to participate in the Plan shall enter into an agreement with the Board as follows:
    - (1) in each of the four (4) years of the Plan commencing the start of the prescribed work year next following approval the special services staff member shall be paid 80% of the salary and allowances to which the special services staff member is otherwise entitled under Article 18.
    - (2) the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited

thereon at the rate payable from time to time by the Canadian Imperial Bank of Commerce on Daily Interest Savings Account and compounded annually;

- (3) the leave of absence shall commence on the first work day of the prescribed work year of the 5<sup>th</sup> year from the commencement of the special services staff member's participation in the Plan;
- (4) during such work year of the leave of absence the Board shall:
  - A. pay the special services staff member all the funds accumulated pursuant to (2) and interest earned in accordance with the foregoing either in a lump sum or in instalments in accordance with section 18.03, as the special services staff member may direct, and
  - B. pay that portion of the premiums payable for the benefit plans set out in sections 14.02, 14.03 and 14.04 which it would have paid if the special services staff member were not on leave;
- (5) the special services staff member shall pay that portion of the premiums payable for such benefit plans which the special services staff member would have paid if the special services staff member were not on leave and the special services staff member's contributions to the Ontario Municipal Employees Retirement System (or the Teachers' Superannuation Plan, if applicable);

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

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

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

#### Non-Personal Illness Days

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

#### Urgent Personal Business

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

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

Criminal or Quasi-Criminal Charges Leave:

- 16.06 If the special services staff member is charged with a criminal or quasi-criminal offence and such special services staff member is not found guilty of that offence or any other offence, or if the charge is withdrawn, such special services staff member shall be entitled to draw on the special services staff member's annual non-personal illness days, for up to five (5) days, in relation to the absence work because the special services staff member was in attendance at court in connection with such charge. This paragraph shall not apply if the offence charged is one for which the special services staff member has the option of electing to be tried in night court.

Compassionate Care Leave:

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

## ARTICLE 17

## WORKPLACE SAFETY AND INSURANCE

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

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

## ARTICLE 18

## REMUNERATION AND PERIOD OF WORK

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

(a) Psychologists (Ph.D.)				
STEP	Sept. 1, 2022	Sept. 1, 2023	Sept. 1, 2024	Sept. 1, 2025
00	\$78,233.12	\$79,866.12	\$81,499.12	\$83,132.12
01	\$81,676.35	\$83,309.35	\$84,942.35	\$86,575.35
02	\$85,119.59	\$86,752.59	\$88,385.59	\$90,018.59
03	\$88,562.81	\$90,195.81	\$91,828.81	\$93,461.81
04	\$92,006.05	\$93,639.05	\$95,272.05	\$96,905.05
05	\$95,449.31	\$97,082.31	\$98,715.31	\$100,348.31
06	\$98,890.89	\$100,523.89	\$102,156.89	\$103,789.89
07	\$102,335.77	\$103,968.77	\$105,601.77	\$107,234.77
08	\$105,777.37	\$107,410.37	\$109,043.37	\$110,676.37
09	\$109,222.23	\$110,855.23	\$112,488.23	\$114,121.23
10	\$112,663.81	\$114,296.81	\$115,929.81	\$117,562.81

(b) Psychological Associate, Psychoeducational Consultants M.A., Social Workers M.S.W., Speech/Language Pathologists M.A. or Equivalent Audiologists, Board Certified Behaviour Analysts				
STEP	Sept. 1, 2022	Sept. 1, 2023	Sept. 1, 2024	Sept. 1, 2025
00	\$65,430.58	\$67,063.58	\$68,696.58	\$70,329.58
01	\$69,006.82	\$70,639.82	\$72,272.82	\$73,905.82
02	\$72,584.67	\$74,217.67	\$75,850.67	\$77,483.67
03	\$76,159.28	\$77,792.28	\$79,425.28	\$81,058.28
04	\$79,735.51	\$81,368.51	\$83,001.51	\$84,634.51
05	\$83,315.05	\$84,948.05	\$86,581.05	\$88,214.05
06	\$86,891.25	\$88,524.25	\$90,157.25	\$91,790.25
07	\$90,467.51	\$92,100.51	\$93,733.51	\$95,366.51
08	\$94,043.77	\$95,676.77	\$97,309.77	\$98,942.77
09	\$97,621.64	\$99,254.64	\$100,887.64	\$102,520.64
10	\$101,196.23	\$102,829.23	\$104,462.23	\$106,095.23
11	\$104,774.11	\$106,407.11	\$108,040.11	\$109,673.11

(c) Attendance Counsellors				
STEP	Sept. 1, 2022	Sept. 1, 2023	Sept. 1, 2024	Sept. 1, 2025
00	\$51,532.85	\$53,165.85	\$54,798.85	\$56,431.85
01	\$55,115.65	\$56,748.65	\$58,381.65	\$60,014.65
02	\$58,696.81	\$60,329.81	\$61,962.81	\$63,595.81
03	\$62,276.35	\$63,909.35	\$65,542.35	\$67,175.35
04	\$65,857.49	\$67,490.49	\$69,123.49	\$70,756.49
05	\$69,438.65	\$71,071.65	\$72,704.65	\$74,337.65
06	\$73,019.83	\$74,652.83	\$76,285.83	\$77,918.83
07	\$76,600.98	\$78,233.98	\$79,866.98	\$81,499.98
08	\$80,180.52	\$81,813.52	\$83,446.52	\$85,079.52
09	\$83,761.66	\$85,394.66	\$87,027.66	\$88,660.66
10	\$87,342.83	\$88,975.83	\$90,608.83	\$92,241.83

(d) Community Relations Officers				
STEP	Sept. 1, 2022	Sept. 1, 2023	Sept. 1, 2024	Sept. 1, 2025
00	65,556.64	67,376.64	69,196.64	71,016.64
01	68,099.73	69,919.73	71,739.73	73,559.73
02	70,744.30	72,564.30	74,384.30	76,204.30
03	73,494.38	75,314.38	77,134.38	78,954.38
04	76,354.19	78,174.19	79,994.19	81,814.19
05	79,328.11	81,148.11	82,968.11	84,788.11
06	82,420.69	84,240.69	86,060.69	87,880.69
07	85,636.64	87,456.64	89,276.64	91,096.64
08	88,980.94	90,800.94	92,620.94	94,440.94
09	92,458.66	94,278.66	96,098.66	97,918.66
10	95,995.71	97,815.71	99,635.71	101,455.71

(e) Research Associates				
STEP	Sept. 1, 2022	Sept. 1, 2023	Sept. 1, 2024	Sept. 1, 2025
00	73,911.25	75,731.25	77,551.25	79,371.25
01	77,952.40	79,772.40	81,592.40	83,412.40
02	81,995.43	83,815.43	85,635.43	87,455.43
03	86,034.71	87,854.71	89,674.71	91,494.71
04	90,075.84	91,895.84	93,715.84	95,535.84
05	94,120.71	95,940.71	97,760.71	99,580.71
06	98,161.85	99,981.85	101,801.85	103,621.85
07	102,203.01	104,023.01	105,843.01	107,663.01
08	106,244.17	108,064.17	109,884.17	111,704.17

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

(f) Parenting and Family Literacy Centre Facilitators				
	Sept. 1, 2022	Sept. 1, 2023	Sept. 1, 2024	Sept. 1, 2025
	\$37.87	\$38.87	\$39.87	\$40.87

The above hourly rates for Parenting and Family Literacy Centre Facilitators are inclusive of holiday pay and vacation pay.

- 18.02 (a) In consideration of the annual salary set out in Article 18.01 above, special services staff members, Community Relations Officers and research associates, shall work the school year as determined by the Ministry of Education and the Board plus six (6) additional working days. Unless otherwise required by the Board due to exceptional circumstances, or otherwise agreed between the Board and the special services staff member concerned, three (3) of the six (6) additional working days shall be worked in the period immediately following the end of the school year and the remaining three (3) working days shall be worked in the period immediately preceding the commencement of the next school year. Interpreters employed on a 10 month basis shall work the school year as determined above. Community relations officers and research associates employed on a 12 month basis shall work the calendar year subject to Articles 18, 19 and 20 hereof.
- (b) The work year for all Parenting and Family Literacy Centre Facilitators shall be the school year. The normal work week for each Parenting and Family Literacy Centre Facilitator assignment shall consist of four (4) hours per day, Monday to Friday, plus four (4) hours with pay as

planning time per month. Where a Parenting and Family Literacy Centre Facilitator is authorized to work additional hours they shall be paid for such additional hours worked at their regular rate of pay. Parenting and Family Literacy Centre Facilitator wages shall be paid up to date and shall be issued through direct deposit to the employee's designated bank account, on a bi-weekly basis, on the first or second Friday commencing after the first instructional day of school, depending on when the Board's next available regular bi-weekly pay period falls. Bi-weekly payments shall continue thereafter, with the last pay being the Friday pay cycle following the last school day in June. In the case where the pay date falls on a Statutory Holiday, the pay will be directly deposited into the employee bank account on the day before the Statutory Holiday.

- 18.03 The annual salary of each special services staff member shall be divided into twenty-six (26) equal instalments and one (1) instalment shall be payable on the Friday of every second week. In the case of special services staff members working the school year plus six (6) days and interpreters employed on a 10-month basis, unpaid instalments comprising the balance of the salary shall be payable in the first regular pay which falls on the last day of work or within 14 calendar days.
- 18.04 A special services staff member who works only a portion of the school year, or the school year plus six (6) days working period, is entitled to be paid the special services staff member's salary in the proportion that the total number of days worked bears to the whole number of days in the said working period.
- 18.05 (a) The normal hours of work for 12 month special services staff members shall be thirty-six and a quarter hours (36.25) per week, made up of five 7.25 hour days - 8:30 AM to 4:45 PM with one hour off for lunch, Monday to Friday, both inclusive. The starting and leaving times stipulated may be changed from time to time with consent of the Local Association.
- (b) In lieu of payment for 15 minutes per day, special services staff members will not be required to work:
- (i) on the second Friday in July and the following five Fridays in July and August;
  - (ii) on any workday between Christmas and New Year's which is not a holiday or a day in lieu of a holiday; OR
  - (iii) on December 24 when December 24 falls on a Monday.
- (c) The Board may not require special services staff members to work on the remaining Fridays in July and August not included in 18.05(b) except that they will usually be required to work on the first Friday after Canada

Day and the last Friday before Labour Day. The day(s) so affected will be a vacation day(s) as outlined in Article 20.02.

- (d) In any event, the Board may require the services of a special services staff member on workdays between Christmas and New Year's or on a Friday in July or August. Any member so affected will be entitled to another day(s) off in lieu thereof.
  - (e) It is part of the duties of 12 month special services staff members to attend or conduct meetings relating to their work. It is understood that such duties, while they may, from time to time, take place outside of normal hours of work set out in 18.05(a), will not be compensated in cash but the present practice of arranging time off in lieu will continue.
- 18.06 (a) For initial placement, all previous qualified experience, to the maximum appropriate salary grid, may be credited. "Qualified experience" shall mean full-time or part-time experience gained in the same or equivalent job as determined by the Board subsequent to having acquired the qualifications necessary for the appropriate job.
- (b) Where the special services staff member's training, qualifications and experience cannot be readily classified in terms of the steps as they are defined, the Superintendent of Human Resources & Labour Relations, or designee, shall review the training, qualifications and experience and determine the step in which the individual shall be placed.
  - (c)
    - (i) Experience gained as an Ontario qualified teacher may be granted to a maximum of four years, but not to exceed the maximum.
    - (ii) For employees hired on or after September 1, 1999, the Board may grant initial placement experience as a teacher or instructor at a Canadian University or a Canadian Community College to a maximum of 2 years, not to exceed the maximum step. Payment of this experience shall be as described in 18.07(b).
  - (d) Related experience, as appropriate and as determined by the Board, including teaching or instructor experience outside of Ontario or Canada may be granted to a maximum of two years, but not to exceed the maximum. The experience granted under 18.06(c) and (d) together may not exceed four years. The Board shall provide a written response to the special services staff member outlining the reasons for its decision in a timely manner.
  - (e) A Psychology staff member who becomes a Registered Psychologist, upon providing proof of registration, shall be placed on the same wage grid level of the salary grid for Psychologists as the wage grid level from which they have transferred.

- 18.07 (a) For the purpose of determining placement on the salary scale after the initial placement, qualified experience shall be calculated and credited as of the commencement of the academic/working year each subsequent year. Should this date lie within a probationary period of a special services staff member, the calculation will be made as of the contract anniversary date, but the special services staff member will not be moved to the next step until the completion of the probationary period.
- (b) All part-time and incomplete years of work will be prorated and expressed as a decimal fraction to two places of a complete work year. If the fraction determined above is 0.50 or greater, the qualified experience will be rounded up to the next whole number for the purposes of 18.07(a).
- 18.08 (a) Special services staff members holding a postgraduate degree or degrees (M.A., Ph.D.) from an approved university, requiring at least one full year of study beyond their basic degree (B.A.), shall be paid an annual allowance of \$1,121 effective August 31, 2019, \$1,141 effective September 1, 2019, \$1,161 effective September 1, 2020 and \$1,205 effective September 1, 2021 above grid placement, following successful completion of such degree and presentation of documentation to the Board, provided that the postgraduate degree, or any part thereof, is not required for placement in the job category.
- (b) Social workers who hold the Advanced Diploma in Social Work from the University of Toronto or equivalent, and who are not receiving an allowance under 18.08(a), will be paid an annual allowance of \$1,121 effective August 31, 2019, \$1,141 effective September 1, 2019, \$1,161 effective September 1, 2020 and \$1,205 effective September 1, 2021 above grid placement.
- (c) Special services staff members who hold an Ontario Teacher's Certificate will be paid an annual allowance of \$755 effective August 31, 2019, \$763 effective September 1, 2019, \$781 effective September 1, 2020 and \$810 effective September 1, 2021 above grid placement.
- (d) Community relations officers and interpreters who are not receiving an allowance under 18.08(a) or (c), and who have completed one additional year of university beyond the B.A. level, will be paid an annual allowance of \$755 effective August 31, 2019, \$768 effective September 1, 2019, \$781 effective September 1, 2020 and \$810 effective September 1, 2021 above grid placement.
- (e) Any employee, other than a psychologist, who was receiving the allowance \$1,215 for registration on January 1, 1990 shall continue to receive this allowance with the following rate increases of \$1,465 effective August 31, 2019, \$1,491 effective September 1, 2019, \$1,517 effective September 1, 2020 and \$1,574 effective September 1, 2021.

- 18.09 An annual allowance will be paid to those who provide evidence of certification and registration in their respective College of \$1,205 effective August 31, 2019, \$1,226 effective September 1, 2019, \$1,247 effective September 1, 2020 and \$1,294 effective September 1, 2021. This allowance will be pro-rated to the employee's basic time class.
- 18.10 A Supervision Allowance will be paid to psychologists/psychological associates assigned to provide professional supervision to psychology staff who are not autonomous practitioners of \$1,912 effective August 31, 2019, \$1,945 effective September 1, 2019, \$1,979 effective September 1, 2020, and \$2,053 effective September 1, 2021.
- 18.11 Members of the College of Psychologists authorized to perform the Controlled Act of Diagnosis shall be paid an allowance of \$1,912 effective August 31, 2019, \$1,945 effective September 1, 2019, \$1,979 effective September 1, 2020 and \$2,053 effective September 1, 2021. The payment of such allowance shall be pro-rated to the employee's basic time class.
- 18.12 The position of Mental Health Lead shall receive salary and allowances as follows:
- a) annual salary at the top step of the grid under Article 18.01 (a) or (b) in accordance with the incumbent's professional classification under Article 18.01.
  - b) an annual Mental Health Lead Responsibility Allowance in the amount of \$4404.

<b>Aug 31, 2019</b>	<b>Sept. 1, 2019</b>	<b>Sept. 1, 2020</b>	<b>Sept. 1, 2021</b>
0.50%	<b>1.75%</b>	<b>1.75%</b>	<b>3.75%</b>
\$4,100	<b>\$4,172</b>	<b>\$4,245</b>	<b>\$4,404</b>

- 18.13 Special services staff members who provide supervision to practicum students in their respective discipline will receive two (2) days off in lieu in each academic year or part thereof. Special services staff members may use such lieu days at their discretion upon approval by their respective Chief.

## ARTICLE 19

### HOLIDAYS

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

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

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

## ARTICLE 20

## VACATIONS

- 20.01 It is understood and agreed that the annual salary as set out in 18.01 of special services staff members includes statutory holiday and vacation pay.
- 20.02 Community Relations Officers and Research Associates employed on a 12-month basis shall be entitled to four (4) weeks' vacation during each calendar year.
- 20.03 Community Relations Officers and Research Associates shall be entitled to the following amount of long service vacation:

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

## ARTICLE 21

## PERSONS WITH DISABILITIES

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

ARTICLE 22

OCCUPATIONAL HEALTH AND SAFETY

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

ARTICLE 23

TRAVEL ALLOWANCES

- 23.01 (a) Special Services staff members required to use their vehicles for approved travel in connection with their assignment, shall be paid a travel allowance at the following rate adjusted annually in accordance with current Canada Revenue Agency (CRA) rates and Board practice:

Effective September 1, 2024 as per CRA

\$0.70 per kilometre for the first 5,000 kilometres in a calendar year

\$0.64 per kilometre for subsequent kilometres travelled.

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

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




## ARTICLE 24

## RENEWAL, AMENDMENT AND TERMINATION





- 24.01 In accordance with Article C3.2 of “Part A”, this Agreement shall become effective on the 1<sup>st</sup> day of **September, 2022** and shall continue in effect until the **31st day of August, 2026** and shall continue automatically thereafter during annual periods of one year unless notice is provided pursuant to Article C3.5 of “Part A” of the Collective Agreement.

EXECUTED at Toronto on this 17<sup>th</sup> day of May 2024

FOR THE ASSOCIATION

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FOR THE BOARD

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APPENDIX A

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

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

APPENDIX B

## Letter of Agreement - LTD

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

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

APPENDIX C

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

PLAN FOR SICK LEAVE AND RETIREMENT GRATUITY

PART 1 - GENERAL

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

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

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

#### PART 2 - INITIAL CREDIT AND TRANSFER

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

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

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

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

### PART 4 – WORKPLACE SAFETY AND INSURANCE BOARD

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

### PART 5 - RETIREMENT GRATUITY

1. An employee, upon retirement or death, shall be entitled to a gratuity based on the unexpended portion of the employee's sick leave credit (less any

accumulated credits which have been used for leave purposes) in accordance with the following:

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

#### PART 6 - AMENDMENT OR REPEAL

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

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

APPENDIX "D(1)"

HUMAN RESOURCES - MISCELLANEOUS

SABBATICAL LEAVE FOR POSTGRADUATE STUDY

H.M.04 POLICY

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

Regulations:

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

APPENDIX "D(2)"

HUMAN RESOURCES - MISCELLANEOUS

SABBATICAL LEAVE FOR UNDERGRADUATE OR NON DEGREE STUDY

H.M.05 POLICY

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

Regulations:

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

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

APPENDIX E

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

RE: Psychology PhD Internship Program

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

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

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

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

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

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

1. Article #1.01 (Recognition of Association)
2. Article #2 (Association Rights)
3. Article #3 (Management Rights)
4. Article #4 (Employee Rights)

5. Article #5 (No Cessation of Work)
6. Article #7 (Communications)
7. Article #8 (Dues Check-Off) – Applicable only to the hours worked at the Board
8. Article #9 (Professional Development)
9. Article #16 (Leaves of Absence) Subject to the requirements of the Psychology Internship Program the following shall apply:
  - a) #16.01 (Bereavement Leave)
  - b) #16.05 (a) (Urgent Personal Business)
10. Article #17 (Workplace Safety and Insurance) – Applicable only for those periods/hours that the Interns are working at the Board.
11. Article #18 (Remuneration and Period of Work) – will not apply. The Board agrees to provide full disclosure to the Association of the details, including but not limited to the amount of stipend and the schedule of payments, in respect of the remuneration paid by the Board to the Interns.
12. Article #19 (Holidays) – Subject to the requirements of the Psychology PhD Internship Program, Interns shall not be required to work on statutory holidays which occur during the school year of their practicum.
13. Article #22 (Occupational Health and Safety)
14. Appendix “J” (Working Conditions)
15. Appended APSSP MOU – Applicable only to Clause P – Provincial Mental Strategy (Partnership with External Agencies), of the APSSP and the Ministry of Education Memorandum of Understanding, dated July 30, 2012.
16. Where any provision contained in this Agreement conflicts with “Part A” of the Collective Agreement, the terms of “Part A” shall prevail.

APPENDIX F

LETTERS OF UNDERSTANDING

RE: Career Opportunities

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

APPENDIX H

LETTER OF UNDERSTANDING

RE: Joint Committee Related Experience

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

APPENDIX I

LETTER OF UNDERSTANDING

Re: Settlement Counsellors

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

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

APPENDIX J

## LETTER OF UNDERSTANDING

WORKING CONDITIONS

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

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

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

APPENDIX K

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

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

APPENDIX M

LETTER OF UNDERSTANDING

PROVINCIAL COMMITTEES

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

## APPENDIX N

### LETTER OF UNDERSTANDING

#### PARTNERSHIP – EXTERNAL AGENCIES

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