

Collective Agreement

Between

The Thames Valley District School Board

and

The Ontario Secondary School Teachers' Federation - District 11

The Professional Student Services Personnel

Term of Agreement:

2008 September 01

to

13958 (01)

2012 August 31

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ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Ontario Secondary School Teachers Federation(the Union) as the exclusive bargaining agent for all Employees employed as Psychometrists, Psychologists, Psychological Associates, Counselling and Support Workers, School Support Counsellors, Attendance Counsellors, Audiologists, Speech - Language Pathologists, First Nations Counsellors, Research and Assessment Associates, Environmental Educators, save and except Supervisor or Coordinator or those above the rank of Supervisor and Coordinator, as determined by the Labour Relations Board.
- 1.02 The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 1.03 The Employer recognizes the right of the Bargaining Unit to authorize O.S.S.T.F. or any O.S.S.T.F. advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent the Members in all matters pertaining to the negotiation and administration of the Agreement.
- 1.04 The Bargaining Unit will supply the Board with the names of its officers as requested. Similarly, the Board will supply the Bargaining Unit with a list of its Supervisory or other personnel with whom the Bargaining Unit may be required to transact business.
- 1.05 The Union recognizes the Negotiating Team of the Employer as officially authorized to negotiate on the Employer's behalf.
- 1.06 The Union recognizes the right of the Employer to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of the Agreement.

ARTICLE 2 - TERM OF AGREEMENT

- 2.01 This Agreement shall be in effect from 2008 September 01 to 2012 August 31 and shall continue automatically from year to year thereafter unless either party gives to the other party written notice of not less than thirty (30) days nor more than ninety (90) days prior to the expiration date thereof of its desire to renew the collective Agreement with or without modifications in accordance with the Ontario Labour Relations Act.
- 2.02 If either party gives notice of its desire to negotiate amendments in accordance with Article 2.01, the parties shall meet within fifteen (15) days from the giving of notice or as mutually agreed to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 2.03 No changes can be made to this Agreement without the mutual written consent of the parties; nor can changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

- 2.04 All attachments to this Collective Agreement form an integral part of the Agreement with the exception of Appendix 3 - Benefit Plan Summary and are grievable and arbitrable in accordance with Article 12 (Grievance and Arbitration Procedure).

ARTICLE 3 - NO DISCRIMINATION

- 3.01 There shall be equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicaps as those terms are defined in the Ontario Human Rights Code.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Parties recognize the right and obligation of the Board to exercise its management rights and functions including the right and obligation of the Board to manage the affairs of the Board in all respects and to carry out such responsibilities of the Board which are not specifically abridged or amended or limited by the terms of the Agreement and which are in compliance with the prevailing statutes and regulations.
- 4.02 The Employer agrees that these rights shall be executed in a manner consistent with the terms and provisions of the Agreement and shall be subject to the right of the Employee and/or the Union to lodge a grievance as set forth herein.

ARTICLE 5 - PROFESSIONAL ISSUES

- 5.01 The Codes of Ethics recognized by the Board and the Bargaining Unit shall be the Code of Ethics of Employees' respective professional colleges. The Board recognizes that Employees are professionally obligated to adhere to the Standards of Practice of their respective professional colleges.

ARTICLE 6 - NO STRIKE OR LOCK-OUT

- 6.01 There shall be no strike or lock-out during the life of this Agreement. The terms "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act.
- 6.02 In the event of a labour dispute between the Employer and another Bargaining Unit the parties shall meet to discuss Employees' duties during the dispute. An Employee covered by this Agreement shall have the right to refuse to do the work of striking or locked-out Employees.

ARTICLE 7 - JOB SECURITY

- 7.01 No Employee will be laid off or have a reduction in assignment as a direct result of the Employer contracting out any of the services currently being performed by the members of the Bargaining Unit.
- 7.02 The Employer will not contract out any of the services currently being performed by the members of the Bargaining Unit while there are Employees on lay off who have the necessary skill, ability and qualifications to do the work available.
- 7.03 No Employee will be laid off or have a reduction in assignment as a direct result of the use of volunteers, apprenticeships, co-op students, tutoring programs, practicum students, workfare, or partnerships with community agencies.

- 7.04 No Employee shall be assigned to do the work of another job class within the Bargaining Unit unless the Employee has the appropriate qualifications and is paid at the appropriate rate. The Bargaining Unit will be notified when such assignments occur.
- 7.05 It is understood that contracting out includes the direct use of services or programs provided by individuals external to the Employer not funded by the Ministry of Education.

ARTICLE 8 - UNION DUES DEDUCTIONS

- 8.01 On each pay date which an Employee receives a pay cheque the Employer shall deduct from each Employee the O.S.S.T.F. fees and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by O.S.S.T.F. and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- 8.02 The O.S.S.T.F. fees deducted in accordance with 8.01 shall be remitted to the Treasurer of the O.S.S.T.F. at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the 15th of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees, their S.I.N. numbers, the amounts deducted, and the number of days worked and a copy shall be sent to the President and the Secretary of the Bargaining Unit.
- 8.03 Dues specified by the Bargaining Unit in accordance with 8.01, if any, shall be deducted and remitted to the Treasurer of O.S.S.T.F., District 11 no later than the 15th of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees, their S.I.N. numbers, the amounts deducted, and the number of days worked and a copy shall be sent to the President and the Secretary of the Bargaining Unit.
- 8.04 O.S.S.T.F. and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by O.S.S.T.F. and/or the Bargaining Unit.

ARTICLE 9 - UNION SECURITY AND RIGHTS

- 9.01 All Employees who are members of the Union, shall, as a condition of employment, maintain their Union membership and all new Employees, as a condition of employment, become members of the Union from the first day of employment.
- 9.02 At the time of hiring, the Employer agrees to provide to all new Employees a copy of the current Collective Agreement and any applicable Employer policies and brochures. An Officer of the Union shall be given the opportunity to welcome each new Employee within regular working hours for the purpose of acquainting the new Employee with benefits, duties and responsibilities of Union membership.
- 9.03 (a) Each Employee of the Union shall be provided with a copy of the Collective Agreement electronically within forty-five (45) calendar days of the signing of the Agreement.
- (b) A printed copy shall be available upon request.

- (c) Each applicant, when accepted for employment, shall be provided with a copy of the Collective Agreement at the Employer expense.
- 9.04 With the prior permission of the Employer, the Bargaining Unit may hold meetings on the Employer's property without charge, provided such meetings do not interfere with the operations of the building in which they are held.
- 9.05 The Employer recognizes members of the Bargaining Unit Negotiating Team as being actively at work where joint negotiations are held during working hours. The Negotiating Team will include up to five (5) members of the Bargaining Unit including the President and may include representatives or agents of District 11 O.S.S.T.F. and representatives or agents of O.S.S.T.F..
- 9.06 Any representative of the Bargaining Unit required to represent Employees at meetings called by the Employer will do so without loss of remuneration.
- 9.07
 - (a) At the request of the Union, the Employer will provide the Bargaining Unit with a current list of names, home addresses, work locations and job classifications.
 - (b) The Employer shall notify the Bargaining Unit in writing, by the 21st day of the following month, of all appointments, hirings, transfers, layoffs, recalls and terminations of employment, retirements and Leave of Absences exceeding one (1) month concerning Employees covered by this Agreement during the previous month.
 - (c) The Employer shall advise the Bargaining Unit of all vacancies and job postings.
- 9.08 The Union shall have the use of a Bulletin Board in each Board owned workplace for the purposes of posting notices relating to the Union's business or Employee matters.
- 9.09 The Employer recognizes the right of O.S.S.T.F. to represent a member at the member's request at any meeting when conduct, absenteeism or work performance concerns are being considered. The Employer or worksite administrator shall notify the member of his/her right to Union representation.

ARTICLE 10 - CORRESPONDENCE

- 10.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall be between the Executive Superintendent of Human Resource Services or designate and the President of the Bargaining Unit.

ARTICLE 11 - MUTUAL CONCERNS COMMITTEE

- 11.01 The Bargaining Unit and the Board will each appoint representatives to a Mutual Concerns Committee consisting of up to four (4) members appointed by O.S.S.T.F., District 11, P.S.S.P. Bargaining Unit and up to four (4) members appointed by the Board. Either party may invite additional advisors to the meeting as appropriate.
- 11.02 The Committee will meet monthly at mutually acceptable times and dates established at the beginning of each school year or as required as requested by either party.

- 11.03 The Union and the Employer will exchange agendas of matters for discussion at least two (2) working days prior to the meeting.
- 11.04 Committee members will not lose any pay as the result of attending the meetings.

ARTICLE 12- GRIEVANCE AND ARBITRATION PROCEDURE

- 12.01 An Employee who has a complaint relating to the interpretation, application, administration or alleged violation of the Agreement may discuss the complaint with the immediate Supervisor. Such a complaint shall be brought to the attention of the immediate Supervisor within twenty (20) days after the Employee becomes aware or should have been aware of the circumstances giving rise to the complaint. The Employee and immediate Supervisor shall complete their informal discussions within five (5) days. Failing resolution of the complaint by informal discussion, the Employee may request the Union to lodge a grievance as provided for herein.

Step One

The Union shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicate the relief sought. The signed grievance shall be sent to the Executive Superintendent of the appropriate department within twenty (20) days of the Employee becoming aware of the circumstances giving rise to the grievance if the informal discussion stage is not utilized or ten (10) days after the informal discussion stage has been completed. The Executive Superintendent or designate will meet jointly with the grievor and the Union Representative(s) within fifteen (15) days of receipt of the grievance. The Executive Superintendent or designate shall forward a written decision to the Bargaining Unit Representative within fifteen (15) days of the date on which the grievance meeting was held.

Step Two

If no settlement is reached at Step One, the Union may, within ten (10) days of receipt of the written reply of the Executive Superintendent of the appropriate department or designate, refer the matter to the Executive Superintendent of Human Resource Services or designate. If referred to a designate, the designate shall not be the same individual who may have acted as a designate under Step One. The Executive Superintendent of Human Resource Services or designate shall meet with the Union Representative(s) within ten (10) days of receipt of the written request to discuss and endeavour to solve the problem. The Executive Superintendent of Human Resource Services or designate shall answer the grievance in writing within fifteen (15) days of the meeting.

Step Three

If no settlement is reached, the Union may submit the grievance to arbitration within twenty (20) days of receipt of the response.

- 12.02 (a) **Single Arbitrator**

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree upon an Arbitrator within five (5) days of receipt of the written notification of desire to

move to arbitration, the appointment shall be made by the Minister of Labour upon the request of either party.

(b) **Board of Arbitration**

Upon written request of either Party, the grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two (2) so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as Chair of the Arbitration Board shall be made by the Minister of Labour of Ontario upon the request of either Party. If either Party fails to appoint a nominee to the Arbitration Board, the other Party may request the Minister of Labour to appoint such a nominee.

(c) **Decision of the Arbitrator**

An Arbitrator or Board of Arbitration shall endeavour to give a decision, including one on whether a matter is arbitrable, within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the parties and upon any Employee or Employees affected by it.

(d) **Powers of the Board**

An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the *Labour Relations Act*.

12.03 The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the parties.

12.04 **Discharge Grievance**

Where an Employee has received a termination notice, the Employee may file a grievance at Step Two (2) within ten (10) days of written notice of termination.

12.05 **Policy Grievance**

The Union and the Board shall have the right to file a grievance or Policy Grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of the Agreement at Step Two (2) within twenty (20) days of the Union becoming aware of the circumstances giving rise to the grievance.

12.06 **General Guidelines**

"Days" shall mean instructional days.

12.07 Time limits under the grievance and arbitration process are to be adhered to, although the parties may extend any such time limits by written, mutual consent. The single Arbitrator or Board of Arbitration has the authority to extend time limits under the grievance procedure in accordance with S.48 (16) of the *Labour Relations Act*.

- 12.08 If the grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.
- 12.09 If the party against whom the grievance is lodged fails to respond within the time limits, the grievance shall automatically move to the next step in the process.
- 12.10 At any time of the grievance/arbitration procedure either or both parties may be represented by legal counsel so long as notification of the use of legal counsel at Step Two (2) has been submitted to the other party at least one (1) week prior to any meeting, or such shorter time as the parties agree.
- 12.11 **Grievance Mediation**
- Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and time for grievance mediation to occur.
- 12.12 A grievance shall be defined as any question, dispute or difference of opinion involving the interpretation, application, administration or alleged violation of any term, provision or condition of the Agreement, including the question of whether a matter is arbitrable.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 13.01 Matters related to work performance concerns, absenteeism, discipline or termination of an Employee shall be communicated in writing between the Parties.
- 13.02 The Employer recognizes the right of O.S.S.T.F. to represent a member at the member's request at any meeting when conduct, absenteeism or work performance concerns are being considered. The Employer or worksite administrator shall notify the member of his/her right to Union representation.
- 13.03 An Employee may be disciplined, suspended, demoted or discharged only for just cause. When an Employee is disciplined, suspended, demoted or discharged the Employee and the Bargaining Unit will be advised promptly in writing of the reason for such actions. Appropriate measures shall be taken to ensure the security of any related documentation.
- 13.04 The signature of an Employee on any document respecting the conduct or discipline of an Employee shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents unless otherwise specifically noted.
- 13.05 The Union recognizes that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary and temporary Employees.
- 13.06 An Employee's record shall not be used against the Employee at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided that no additional adverse reports are written within the twenty-four (24) month period. The Executive Superintendent of Human Resource Services may determine and shall notify the Employee at the time of issuance that materials relevant to the discipline of any Employee for serious misconduct be maintained in the Employee's personnel file beyond twenty-four (24) months. Notwithstanding the foregoing, an Employee may submit a request for earlier removal of documentation in writing to the Executive Superintendent of Human Resource Services.

ARTICLE 14 - EVALUATION

- 14.01 Bargaining Unit Employees will be evaluated by their appropriate professional Coordinator or Supervisor. Evaluation shall be conducted in accordance with applicable Board policies and procedures related to the Supervision of Support Staff. The Coordinator or Supervisor shall meet with the Employee to review the evaluation process and expectations prior to the commencement of the evaluation process.
- 14.02 An Employee shall receive a copy of any written documentation about the Employee's performance and is entitled to make written comments in response to the documentation. Such documentation and comments will be retained as a part of the Employee's file.
- 14.03 No member of the O.S.S.T.F. shall evaluate or participate in the evaluation of a member of the Bargaining Unit.
- 14.04 The signature of an Employee on any document respecting the performance of an Employee shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents unless otherwise specifically noted.

ARTICLE 15 - SENIORITY

- 15.01 Seniority is defined as the length of continuous service from the last date of hire to a permanent position within the Bargaining Unit with the Thames Valley District School Board and any of the four predecessor Boards. Employees accumulate seniority as if they were full-time Employees.
- 15.02 If an Employee is transferred to a position outside of the Bargaining Unit, seniority rights acquired to the date of leaving the unit shall be retained but no further seniority will be accumulated. If such an Employee later returns to the Bargaining Unit, the Employee shall be placed in a position consistent with the retained seniority.
- 15.03 The Employer shall maintain a seniority list showing each Employee's name, date of hire and job classification as identified in Article 1.01. The Employer shall post electronically a copy of the Seniority List, secure and accessible to Bargaining Unit members only, updated in January of each year.
- 15.04 Any questions as to the accuracy of the seniority list must be submitted by the Bargaining Unit to the Manager, Human Resource Services or designate in writing, within thirty (30) working days, of the posting of the list.
- 15.05 In adding newly-hired Employees to the seniority list, all ties shall be broken by lot in a manner to be determined by the Employer and the Bargaining Unit.
- 15.06 **Probationary Employees**
- Newly-hired Employees shall serve a probationary period of six (6) months of continuous employment with the Board. After completion of the probationary period, seniority shall be effective from the original date of hire and the appointment shall be permanent.
- 15.07 The seniority rights of an Employee shall cease and the Employee's employment shall be deemed to be terminated for any one of the following reasons:
- (a) the Employee resigns;

- (b) the Employee retires;
- (c) the Employee is discharged and the discharge is not reversed through the grievance/arbitration process;
- (d) the Employee is laid off for a period of longer than twenty-four (24) consecutive months;
- (e) the Employee refuses recall other than specified in Article 19.11.

15.08 An Employee who is absent from work due to illness or accident shall continue to accumulate seniority during the period of such absence. Such accumulation of seniority is for purposes of lay-off and recall only. An Employee who is on other approved leaves of absence or on lay-off shall continue to accumulate seniority during the period of such absence for a period not exceeding twenty-four (24) consecutive months.

ARTICLE 16 - TRANSFERS AND POSTINGS

For the purposes of this Article, the term “position” refers to a specific job class; the term “assignment” refers to caseload or worksite (s).

- 16.01 (a) Permanent and probationary Employees shall indicate any interest in transfer, change in full time equivalency or preference for placement for the following school year on a Staffing Information Form, which shall be submitted to the Board by April 1st of each year. An Employee in his/her probationary period shall not be eligible for transfer until the Employee’s probationary period has been completed.
- (b) New Employees hired after April 1st shall complete and submit to the Board a Staffing Information Form at the time of hire.
- (c) The April 1st timeline may be amended with mutual consent of both parties.
- 16.02 Unless specified otherwise, a vacancy shall be defined as a permanent vacancy caused by events such as resignation, retirement, discharge, death or permanent transfer to another position, promotion or when a new position is created and does not include a vacancy caused by approved or authorized absence from work of an Employee for twenty-four (24) months or less unless otherwise agreed by the parties.
- 16.03 Provided that there are no Employees on lay-off, when a permanent or temporary vacancy is created within the Bargaining Unit, the Board shall first offer the increases in full time equivalency to Employees within the job classification who have less than permanent full time equivalency, in order of seniority. The Employer shall notify all Employees on lay-off of such vacancies.
- 16.04 September Transfers: Subject to Article 16.03, when a vacancy has been identified for September placement, assignments shall be filled as follows in the following order:

- (a) The assignment shall be filled based upon student and system needs, skill, ability and qualifications and where these are relatively equal, seniority shall govern.
- (b) An Employee shall have one opportunity to accept an offer of transfer per school year. An Employee shall have the right to decline offer(s) of transfer for September placement.
- (c) Should an Employee accept a transfer, any resulting vacant assignment shall be filled by further review of transfer requests.
- (d) Should a vacancy still exist, the Board shall post the position in accordance with Article 16.06.

16.05 **Mid-year Placements**

- (a) Should a vacancy occur during the school year, the assignment will be temporarily held by an Employee until the end of June at which time it shall be considered a vacancy for September placement purposes.
- (b) Mid-year vacancies shall be filled by:
 - (i) offering it to those Employees on the layoff and recall list, according to Article 19 (Lay Off and Recall);
 - (ii) offering an increase in full time equivalency to Employees within the job classification who have less than permanent full time equivalency.
- (c) Should a vacancy still exist, the Board shall post the position in accordance with Article 16.06. Temporary Employees shall be considered for vacancies in accordance with Article 24.07.

16.06 **Postings**

- (a) Any vacancy remaining unfilled following the processes outlined in Article 16.04 and 16.05 shall be filled by posting the vacancy electronically for a period of seven (7) working days.
- (b) Only qualified permanent Employees from outside the job classification may apply to the job posting.
- (c) Should the vacancy remain unfilled following the posting process, the position will be advertised externally.
- (d) The Board shall consult the bargaining unit prior to concurrently posting a vacancy internally and externally. External applicants will be considered only if no suitable internal applications are received.

16.07 Employees may be temporarily appointed to an acting administrative position for a period of up to one (1) school year. No Employee shall be appointed to such acting administrative position for more than a cumulative total of three (3) full school years. The Employee shall continue to accrue seniority under Article 15 (Seniority) and to pay Union dues under Article 8 (Union Dues Deductions) during the acting appointment.

Upon termination of the acting position, or at the Employee's request given thirty (30) days notice, the Employee shall return to the Employee's previous assignment, or if redundancies have occurred in the interim, to such other assignment as the Employee may be entitled to on the basis of seniority. An Employee temporarily assigned to an administrative role shall be paid an allowance of:

Effective September 1, 2008 \$3,000

Effective September 1, 2009 \$3,090

Effective September 1, 2010 \$3,183

Effective September 1, 2011 \$3,278

ARTICLE 17 - JOINT STAFFING REVIEW COMMITTEE

- 17.01 A Joint Staffing Review Committee shall be established and maintained from year to year to monitor fair and equitable work assignments, staffing time lines, transfer requests, redundancy, displacement and recall procedures. Prior to the staffing process, Coordinators/Supervisors shall solicit input from each Employee regarding assignments and caseloads. The Committee shall establish meeting dates as required. The Committee shall be comprised of up to five (5) representatives from the Employer and up to five (5) representatives from the Bargaining Unit. The Employer shall make available to the Committee all relevant staffing information.
- 17.02 All assignments shall be reviewed by the Joint Staffing Review Committee at least once in the middle of the year to ensure that assignments/workloads are equitable for Employees and to resolve any issues raised by Employees or Departments.
- 17.03 Concerns regarding the nature of distribution of assignments shall be referred to the Joint Staffing Review Committee pursuant to Article 17.01.

ARTICLE 18 - VOLUNTARY REDUCTION OF ASSIGNMENT

- 18.01 (a) An Employee with a full-time entitlement who, prior to April 1, requests a part-time leave commencing the following school year shall have the request granted provided that the needs of the department can be met. The Board shall make every reasonable effort to replace members granted a leave of absence.
- (b) An Employee who requests and is granted a part-time leave for a school year will return to a full-time assignment at the end of the leave period subject to the provisions of Article 19 (Layoff and Recall).
- (c) An Employee may apply prior to April 01 for an extension of the part-time leave for the following school year only and such extension shall be granted provided the department needs can be met.
- (d) On return to a full-time assignment, the Employee shall be staffed in their department in accordance with the staffing provisions of the Agreement.
- 18.02 An Employee on a part-time assignment shall:
- (a) be paid in accordance with the provisions of Article 25 (Salary Administration) and Article 28 (Vacation Pay), and
- (b) receive the Board's portion of the cost of benefits as set forth in Article 26

(Benefits); and

- (c) be credited with sick leave in accordance with the provision of Article 21 (Sick Leave Provisions)

all in the same ratio as the part-time employment bears to full-time employment.

ARTICLE 19 - LAY-OFF AND RECALL

- 19.01 Should it become necessary to declare a position(s) permanently redundant resulting in the displacement or layoff of Employee(s), the Employer will notify the Union in writing and will meet with the Union to discuss the impact, if any, on current members prior to notifying affected Employee(s).
- 19.02 When a position in a job classification is declared redundant, the least senior Employee in that job classification may displace the least senior Employee in the same or next lower job group for which the Employee has the necessary skills, ability and qualifications to do the job provided that the displaced Employee has less seniority and so on to the lowest job group. Employees are entitled to displace other Employees under this Article only up to the full value of their then full-time equivalence. The least senior Employee so affected will be laid off. Bargaining Unit seniority will be used to determine the least senior Employee.
- 19.03 The Employer shall notify the Bargaining Unit President of its decision to lay off Employees prior to the notification of the Employees involved.
- 19.04 A redundant or displaced Employee may elect to take a lay-off in preference to exercising displacement rights under this procedure.
- 19.05 **Notice of Lay-off**

The Employer shall notify Employees who are to be laid off in accordance with the *Ontario Employment Standards Act*.
- 19.06 **Recall**

Employees shall retain recall rights to the Bargaining Unit for a period of twenty-four (24) months from the date of their lay-off.
- 19.07 All Employees eligible for recall shall file with the Employer and the Bargaining Unit their most recent address and telephone number.
- 19.08 Employees shall be recalled on the basis of job classification in order of greatest seniority within the Bargaining Unit.
- 19.09 The Human Resource Services Department shall notify all Employees who have been laid off under this Article of any vacancies including any temporary assignments for which the laid off Employee is qualified. An offer of a temporary assignment shall be made to qualified Employees with recall rights in order of seniority.
- 19.10 An Employee who accepts recall to a position in accordance with this Article shall be reinstated as though there had been no interruption in service with full rights and benefits under this Agreement.

- 19.11 Where an Employee declines to accept recall to a position the next senior Employee on lay-off shall be offered the position until all laid off Employees have been contacted.
- 19.12 Employees recalled for work of a temporary nature or for work other than their own job classification may decline the recall without losing recall rights. It is understood that the Employees recalled must have the required qualifications to do the work in question.
- 19.13 No new Employees shall be hired until those Employees on lay-off have been given the opportunity to work in accordance with this recall procedure, provided that the Employee has the necessary qualifications to do the work available.

ARTICLE 20 - HOURS OF WORK/WORK YEAR

- 20.01 The normal expectation for Employees is a thirty-five (35) hour work week with daily hours of work scheduled between 8:00 a.m. to 5:00 pm.. A minimum of one half ($\frac{1}{2}$) hour and a maximum of one (1) hour uninterrupted unpaid time for lunch will be provided. Reasonable and flexible changes will be allowed. Time spent travelling between work locations during the work day shall be considered time worked.
- 20.02 (a) It is understood that Employees will complete their assignments without extra compensation or lieu time for hours beyond thirty-five (35) hours per week. However, when Employees are required to return to work or stay at work past their normal hours of work or school year to attend or participate in activities which are outside their regular daily responsibilities such as parent nights, workshop presentations and/or summer court appearances, they will request approval from their immediate Supervisor in advance and they shall be entitled to equivalent time off at a time mutually agreeable to the Supervisor and Employee.
- (b) An Employee may decline a request to perform duties during vacation time if unable to accommodate such request.
- 20.03 The work year for full-time Employees shall be the school year as scheduled by the Board.
- 20.04 Notwithstanding Article 20.03, at the request of the Supervisor and with reasonable notice, Employees will be available for up to two (2) days during the week prior to the first day of school if it is necessary, due to exceptional circumstances, for special projects, meetings and/or planning sessions related to the start of the school year. The Bargaining Unit Executive shall be advised of the exceptional circumstances prior to notifying the PSSP members.
- 20.05 The work schedule for part-time Employees shall be set by the Employer in consultation with the affected Employee.

ARTICLE 21 - SICK LEAVE PROVISIONS

- 21.01 Full-time Employees will be allowed twenty (20) days of paid sick leave credits per school year to be credited on September 01 of each year or the start of the school year where there is an adjusted school year calendar. An Employee employed for less than the full year is entitled to sick leave pro-rated on the term of employment for that year.
- 21.02 Part-time Employees will accumulate sick leave credits on a pro-rata basis to their work assignment.

- 21.03 Employees may accumulate the unused portion of their sick leave credits to a maximum of two hundred and twenty (220) days except as stated in Article 21.04 below.
- 21.04 An Employee employed by the Thames Valley District School Board on 1998 June 30 shall be entitled to have credited to the Employee's account any sick days accumulated with a predecessor Board on or before 1998 June 30. Should the Employee's subsequent use of sick days cause the accumulated amount to fall below two hundred and twenty (220) days the provisions of Article 21.03 shall apply.
- 21.05 An Employee, where required, shall provide to the Board evidence of illness reasonably satisfactory to the Employer stating the dates of absence and the reason therefore. Any costs of a medical certificate shall be borne by the Board.
- The Employee may be required to undergo a medical examination by a physician selected by the Board. Should the Board deem this necessary, the costs of the medical examination shall be borne by the Board.
- 21.06 An Employee who has previously been employed by another Board which operated a cumulative sick leave plan shall be credited with all sick leave credits accumulated therein up to a maximum of two hundred and twenty (220) days.
- 21.07 The Employer shall maintain a record of each Employee's credited and accumulated sick leave and it shall be posted electronically for access by the Employee.
- 21.08 Absences permissible and chargeable under the Sick Leave Plan shall be for personal illness, personal injury, clinical tests, hospitalization for medical observation or treatment, emergency dental appointments, or any other such absence for health reasons certified by a physician or a licentiate of dental surgery or as set forth in Article 22 (Leaves of Absence).
- 21.09 **Workers' Safety Insurance**
- (a) An Employee without accumulated sick leave who is unable to perform the Employee's regular duties because of a condition compensable under the Workplace Safety and Insurance Act shall receive such benefits as awarded by the W.S.I.B..
 - (b) An Employee who, on the date of a compensable accident, had accumulated sick leave available shall continue to receive full salary and Employee benefits until such time as the sick leave accumulation is depleted. Upon the depletion of sick leave, the Employee shall receive only those benefits to which the Employee is entitled by W.S.I.B. regulations and/or Long Term Disability benefits under the Employee's L.T.D. Plan.
 - (c) During the period of time that the Employee is in receipt of W.S.I.B. benefits and the Employer is continuing to pay full salary, the Employer shall deduct from the Employee's accumulated sick leave the equivalent of .5 of a day for each day of absence.
 - (d) When an Employee, who is in receipt of W.S.I.B. benefits has depleted the Employee's accumulated sick leave account, the Employee may become eligible for Long Term Disability benefits subject to the terms and conditions of the Employee's Long Term Disability Plan.

- (e) The Employee will comply with all directions given by W.S.I.B. as it relates to the benefit program. Failure to comply will result in the stoppage of any further payments by the Employer to the Employee.

ARTICLE 22 - LEAVES OF ABSENCE

General

- 22.01 Except as provided in this Article, whenever an Employee applies for a leave of absence the application shall be in writing. Any such leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted and shall state whether it is with or without pay and shall state the purpose of the leave and the terms, if any on which it is granted (which terms shall not conflict with any provision of the Agreement).
- 22.02 When an Employee is on an unpaid leave of absence under this Article, the Employee shall pay 100% of the premiums to the Employer to continue insurance benefits under Article 26 (Benefits).
- 22.03 Any change in circumstances affecting a leave of absence which has been approved for an Employee shall be reviewed by the Employer and any necessary accommodations shall be considered, depending on the nature of the case.

Leave of Absence With Full Salary

- 22.04 Special leave without a deduction from salary and without loss of sick leave credits shall be available to the Bargaining Unit Employees for the circumstances and under the conditions outlined hereunder. Leaves under Article 22 (Leaves of Absence) require advance approval of the Supervisor, unless otherwise indicated.
- 22.05 When called for Jury Duty or when subpoenaed as a witness in any court proceedings to which the Employee is not a party or one of the persons charged, the Employee must refund to the Board all monies received as a juror or witness exclusive of traveling allowances and living expenses. The court summons or subpoena must be submitted by the Supervisor to the Executive Superintendent of Human Resource Services or designate for approval.
- 22.06 Up to three (3) days may be granted in the case of the death of a member of the immediate family. When used herein, immediate family shall include parent, sibling, spouse or partner, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, grandchild, grandparent or person who has acted as father or mother in lieu of the natural parent. Notwithstanding the above, the leave may be extended by a maximum of two (2) days subject to the approval of the Executive Superintendent of Human Resource Services or designate.
- 22.07 Up to one (1) day per school year shall be available to permit an Employee to write examinations leading to the advancement of the Employee's academic or professional qualifications. This leave shall be for the period of the examination only plus any required travel time to the place of the examination.
- 22.08 Up to one (1) day per school year shall be available for the Employee to attend the Employee's own graduation ceremonies or the convocation of a child, spouse or partner.

- 22.09 Leave shall be granted when an Employee is absent from duty in any case where because of exposure to a communicable disease, the Employee is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the Employee's duties.
- 22.10 One (1) day per school year shall be granted for compassionate reasons due to an emergency situation or to attend the funeral of a friend or family member not included in Article 22.06.
- 22.11 An Employee who is delayed by local weather conditions but arrives at work as soon as possible during the regular work hours of that day or an Employee who has made arrangements with the Supervisor to work from an alternate location shall not have a salary deduction made.
- 22.12 An Employee shall be entitled to leave for religious holidays in accordance with Board Policy.
- 22.13 (a) At the request of the Union, the Employer shall grant up to full-time release to an Employee who is elected or selected as President of P.S.S.P. as per the following conditions:
- (i) The Union will reimburse the Board on a monthly basis the salary and the full benefits costs; and
 - (ii) The Employee shall be treated for all purposes, including but not limited to the payment of salary and benefits and the accumulation of seniority, sick leave and vacation as if working at their normal assignment.
 - (iii) Before the end of September, the Bargaining Unit President shall submit a request in writing for release days for that school year to the Executive Superintendent of Human Resource Services or designate for approval with a copy to the Employee's immediate Supervisor. It is understood that reasonable and flexible changes to the release schedule may be necessary from time to time.
- (b) Union leave shall be granted to elected or appointed representatives of the Union for the purpose of carrying out Union business (e.g. conferences, Union functions) to a maximum of fifteen (15) days total for the Bargaining Unit per work year as per the following conditions:
- (i) The leave shall be with pay and without loss of benefits or seniority.
 - (ii) The Bargaining Unit President shall submit a request in writing for release days to the Executive Superintendent of Human Resource Services or designate for approval with a copy to the Employee's immediate Supervisor.
- (c) Up to two (2) Federation Services Officers shall be entitled to a full-time leave from regular duties for a two (2) year term.
- (i) Federation Services Officers shall be paid by the Board and shall experience no loss of salary, allowances or benefits while on leave.
 - (ii) The Union shall reimburse the Employer on a monthly basis for the full

cost of salary, benefits and any additional allowances for Employees granted leave under this clause.

- (iii) Federation Services Officers shall be entitled to have their leave renewed.
- (iv) Federation Services Officers shall have the right to return to their previous position at the end of the term should it exist or to a comparable position if it does not, subject to the provisions of Article 19 (Lay-off and Recall).
- (v) Identification and notification of Federation Services Officers to be released in accordance with this Article shall be made to the Executive Superintendent of Human Resource Services or designate by May 15 each year.

22.14 Notwithstanding Articles 22.04 to 22.12, it shall be the prerogative of the immediate Supervisor to excuse an Employee from work for up to two (2) hours for reasons acceptable to the Supervisor.

Leave of Absence Without Pay

- 22.15
- (a) The Employer may grant a short term leave of absence up to ten (10) days without pay to an Employee for good and sufficient reason if, in the opinion of the Employer, the Employee's absence will not conflict with its efficient operations.
 - (b) An Employee who is on leave of absence without pay in excess of two (2) consecutive weeks in any school year shall not earn and accumulate sick leave credits for such period. The sick leave entitlement as set out in Article 21.01 will be adjusted accordingly.
 - (c) A leave of absence not to exceed five (5) school years shall be granted by the Executive Superintendent of Human Resource Services or designate, upon written request of an Employee, who is elected or appointed to public office or O.S.S.T.F. provincial office subject to the following provisions:
 - (i) The leave shall be without pay or sick leave and time spent on leave shall not count as experience.
 - (ii) The leave will commence upon the assumption of the office but in no case earlier than one (1) month after the receipt of the written request for the leave, except in extenuating circumstances.
 - (iii) The initial leave period will be to the conclusion of the school year.
 - (iv) The Employee on leave under the appropriate Article may request an extension of the leave by April 1 of the year of leave for one (1) additional school year. Such annual extension shall be granted up to the maximum time of leave permitted under this Article.
 - (v) Subject to continuing eligibility under the master contract, the Employee may continue benefit participation during the leave of absence by paying one hundred percent (100%) of the premium costs.

- (d) A leave of absence of up to one (1) year may be granted by the Executive Superintendent of Human Resource Services or designate with the Employee's Supervisor's approval upon written request under the following conditions:
 - (i) the Employee's absence will not conflict with its efficient operations;
 - (ii) the request must be received at least three (3) months prior to the leave if possible;
 - (iii) the leave shall be without pay or sick leave and time on leave shall not count for calculation of vacation and/or salary increments where applicable;
 - (iv) the Employee may continue participation in all benefit plans by paying 100% of the premium costs;
 - (v) the Employee shall continue to accrue seniority during a said leave.

22.16 Leave of Absence with Deduction of Sick Leave Credit

- (a) When an Employee is the only member of their family available to care for the needs of their immediate family, an Employee may request to use up to five (5) days per school year of their accumulated sick leave to care for the member of the family who is ill. For purposes of this Article, immediate family will be partner, child or parent.
- (b) An Employee who is unavoidably absent due to a local act of nature over which no one has control may be granted up to three (3) school days leave per school year with deduction of sick leave credit(s). An Employee may apply in writing to the Executive Superintendent of Human Resource Services or designate for an increase in the maximum allowable days under this section.
- (c) Two one-half (0.5) days or one (1) day leave per school year shall be granted to attend to the Employee's personal business. This day may not be used as vacation time. This leave requires the approval of the Supervisor.

22.17 Pregnancy/Parental/Adoption Leave

Pregnancy/Parental/Adoption Leave will be in accordance with the *Employment Standards Act* as amended, from time to time.

22.18 Pregnancy/Parental/Adoption Leave SEB Plan

- (a) The Board shall provide a parental/pregnancy/adoption leave SEB plan which shall pay the Employee an amount equal to the Employment Insurance rate for the two week waiting period prior to the start of benefits under E.I..
- (b) The Board shall provide for an Employee on Pregnancy Leave a Supplementary Employment Benefit (SEB) Plan approved by Human Resources Development Canada. The plan will pay an amount equal to one hundred (100) percent of the Employee's salary for the two (2) week waiting period prior or post to the commencement of the Employment Insurance Pregnancy Leave Benefits. The supplementary payment from the Board will be payable to the Employee only for those days during the two week waiting period which fall on regular school days

(maximum ten (10) days). The Employee must provide proof from EI that an unpaid waiting period has been served.

- (c) One hundred (100) percent of the Employee's normal weekly earnings minus the EI benefits for the six weeks post-partum are payable. The combined weekly level of EI benefits, post-partum payments and other earnings will not exceed one hundred (100) percent of the Employee's normal weekly earnings. The supplementary payment from the Board will be payable to the Employee only for those days which fall on regular school days (maximum thirty (30) days).
- (d) No sick leave credits shall be deducted as a result of payments made in Article 22.18 (c).
- (e) The duration of the plan referred to in Article 22.18 shall coincide with the term of the Agreement. For the purpose of Article 22.18 Employee's weekly earnings are 5/194 of the Employee's annual salary.
- (f) If not eligible for E.I., an Employee going on Pregnancy Leave may request sick leave for any school days that occur during the six week period immediately following the date of delivery as long as the Employee has the number of sick days requested in her sick leave account. Should a delivery or pregnancy related medical issue develop during that specified period of time, the Employee may be eligible for further uninterrupted sick leave provided acceptable medical evidence is supplied by an accredited medical authority. It is understood that time on sick leave in these circumstances counts as time for purposes of Pregnancy Leave.

22.19 Return From Leave

An Employee returning from a leave of absence shall return to the former position they held at the time of the leave unless they have been laid off or displaced in accordance with the provisions of the Collective Agreement.

22.20 SELF-FUNDED LEAVE

Description:

- (a) The Self-Funded Leave Plan shall afford an Employee the opportunity to enter into an Agreement with the Board to take a one year Self-Funded Leave. During the leave term the Employee shall agree to be paid at:

| | | |
|-------|---------------------------------|---------------|
| (i) | 5 years over 6 years leave plan | 83% of salary |
| (ii) | 4 years over 5 years leave plan | 80% of salary |
| (iii) | 3 years over 4 years leave plan | 75% of salary |
| (iv) | 2 years over 3 years leave plan | 67% of salary |

normally paid under the current Collective Agreement in each of these years.

Under the following alternatives:

| | | |
|-------|---------------------------------|---------------|
| (i) | 5 years over 6 years leave plan | 17% of salary |
| (ii) | 4 years over 5 years leave plan | 20% of salary |
| (iii) | 3 years over 4 years leave plan | 25% of salary |
| (iv) | 2 years over 3 years leave plan | 33% of salary |

shall be withdrawn by the Board in each of the years leading up to the Self-Funded Leave year. The amounts withdrawn shall be invested by the Board. The amount withdrawn plus accrued interest shall be paid to the Employee during the year of leave.

- (b) During all years that the individual Employee is participating in the Self-Funded Leave Plan, all Employee benefits shall be maintained at a level as if the Employee was being paid at 100% of salary. Premium costs during the Self-Funded Leave will be paid in full by the Employee. During the Self-Funded Leave year, the Board shall deduct from each pay an amount equivalent to the total monthly premium costs paid on the Employee's behalf.
- (c) The Board assumes no responsibility for any consequences arising out of the implementation of the Plan related to its effect on the Pension Plan provision, income tax implications, employment Insurance and the Canada Pension Plan.

Qualifications and Application

- (d) To be eligible for a Self-Funded Leave, an Employee must have at least three (3) years of continuous employment with the Thames Valley District School Board or any of the predecessor Boards.
- (e) Applications for a Self-Funded Leave shall be made to the principal/Supervisor who shall forward such application to the Department Superintendent over that area, who shall submit the application to the Manager - Human Resource Services or designate six months prior to the start of the elected Plan.
- (f) The application form shall set out the period in which the Plan is to be effected and the time period in which the Employee requests the leave position.
- (g) Applications shall be considered by the Human Resource Services Department.
- (h) It is understood that the granting of the Self-Funded Leave Plan to an Employee is the sole responsibility of the Board and such a leave will only be granted on the basis that:
 - (i) there will be no financial impositions to the Board;
 - (ii) it will not create additional work for other Employees;
 - (iii) the Employee can be replaced by a casual with no resulting training costs to the Board;
 - (iv) there will be no reduction of service to the students, staff or the community;
 - (v) all or part of the position may be kept vacant for the duration of the leave;
 - (vi) the Employee must return to work for the Board or with an Employer that participates in the same or similar arrangement upon completion of the leave for a period of time not less than the duration of the Leave of Absence (as stipulated by Revenue Canada).

- (i) Written acceptance or denial of the Employee's request will be forwarded to the Employee at least four (4) months prior to the commencement of the plan.

Conditions and Term of Reference

- (j) On return from leave, an Employee shall be assigned to his/her former position and location except in the case of:
 - (i) An accepted promotion.
 - (ii) A requested and accepted transfer.
 - (iii) The elimination of the position held when the leave was granted. In the event that the position no longer exists or the Employee has been bumped, the Employee will be governed by the applicable provisions of the Collective Agreement as it pertains to redundancies.
 - (iv) An Employee participating in the Plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one year leave not been taken, including credit for one year's seniority.
 - (v) During the year of leave, the Employee participating in the Plan shall not accumulate sick leave nor shall the Employee be eligible for sick leave until the completion of the leave.
 - (vi) It is understood that OMERS will treat the year of leave as Broken Service, which the Employee could purchase at double contributions on 100% of annual salary (i.e. by paying both his/her contributions and the Employer's contributions for that year).
 - (vii) During the working years, Employee contributions to OMERS are based on the Employee's full salary.
 - (viii) For Employees contributing into the Teachers' Pension Plan, superannuation deductions are to be continued as provided by the Teachers' Superannuation Act and according to the policies of the Teachers' Pension Plan Board during all years that the Employee is participating and including the year of leave.
 - (ix) An Employee may withdraw from the Plan any time prior to taking the Self-Funded leave of absence provided that the Employee has applied to the Review Committee for withdrawal and the reasons have been accepted. Upon withdrawal, any monies accumulated, plus interest owed less a one hundred dollars (\$100) cancellation administrative fee shall be repaid to the Employee within sixty (60) days of the notification of the Employee's desire to leave the Plan.
 - (x) Should an Employee die while participating in the Plan, any monies accumulated, plus interest earned at the date of payment, shall be paid to the Employee's estate.
 - (xi) Every Employee who wishes to take part and who is accepted in the Self-Funded Leave Plan shall enter into a memorandum of agreement which sets out the terms and conditions of the Self-Funded Leave.

- (xii) Income tax shall be deducted on the actual amounts received by the Employee during each of the years of the Plan, subject to the income tax regulations in effect at that time.
- (xiii) Revenue Canada stipulates that the Employee receive no salary from his/her Employer during the leave other than payment of the deferred salary and the statutory benefits that the Employer would normally pay to or on behalf of the Employee.
- (xiv) Revenue Canada stipulates that the Leave of Absence, may, with the consent of the Board given not less than six months prior to the scheduled date, be postponed for one year only. Under no circumstances shall such delay or deferral exceed one school year and the participant must take his/her leave at the end of such time or withdraw from the plan at that time. This postponement will not move the commencement of the leave beyond six years from the date of enrollment in the Plan.

ARTICLE 23 - PROFESSIONAL DEVELOPMENT

- 23.01 The Board agrees to provide each Employee with two (2) days per school year for attendance at conferences or workshops which have been approved by the Employee's Supervisor. The Supervisor shall respond to the Employee's request within ten (10) working days. Time may be extended with the approval of the immediate Supervisor. Reimbursement for registration fees and related expenses will depend on the departmental budget.
- 23.02 Where an Employee is specifically required by the Employer to attend any seminar, convention, conferences or courses, the Employer shall reimburse the Employee for all reasonable expenses for attending these sessions. Traveling expenses shall be paid for in accordance with the Employer's policies.
- 23.03 Should new technology or computer programs be introduced that will affect Bargaining Unit Employees, the Employer agrees to provide the appropriate in-service training to those affected.
- 23.04 Employees shall be allowed to flex their work schedules to accommodate Board-mandated Professional Development sessions where such sessions are not scheduled during the Employee's regular working hours.

ARTICLE 24 - TEMPORARY EMPLOYEES

- 24.01 Temporary Employees shall be defined as:
 - (a) an Employee hired for the specific purpose of replacing another Employee absent due to a paid or unpaid leave of absence not to exceed twenty-four (24) consecutive months;
 - (b) an Employee hired for special projects or during periods of heavy workload, and for a specific term not to exceed five (5) consecutive months in the same assignment. Should it become necessary to extend the assignment beyond five (5) months, the reasons will be discussed with the Union.
- 24.02 Temporary Employees are only covered by the following provisions of the Collective

Agreement:

- (a) Article 13 (Discharge, Suspension and Discipline).
- (b) Article 12 (Grievance and Arbitration Procedure).
- (c) Article 22.11 and 22.16 (b) (Inclement Weather).
- (d) Temporary Employees shall be paid a daily rate of pay based on the rate of pay for the position to which they are appointed, as outlined in Article 32 (Salary Chart). An allowance for experience may be granted at the time of employment, in accordance with Article 25.11 (Salary Administration) to a maximum of Step 3. Employees will be entitled to annual increments if assignments exceed one year to a maximum of Step 3.

24.03 Temporary Employees shall pay Union dues in accordance with O.S.S.T.F. By-Laws.

24.04 (a) Subject to eligibility requirements, a Temporary Employee for a predetermined period of three (3) consecutive months or more shall be entitled to participate in the extended health care plan, dental plan and life insurance plan, as outlined in Article 26 (Benefits). Temporary Employees will be required to pay 100% of the applicable premiums and remain enrolled for the duration of the assignment.

(b) Where the length of an assignment is not pre-determined, subject to eligibility requirements, a Temporary Employee upon completion of three (3) consecutive months shall be entitled to participate in the extended health care plan, dental plan and life insurance plan, as outlined in Article 26 (Benefits). Temporary Employees will be required to pay 100% of the applicable premiums and remain enrolled for the duration of the assignment.

24.05 Following three (3) complete months in one assignment, paid sick leave will be granted at the rate of two (2) days' credit for each additional twenty (20) days of the assignment. Sick leave credits will not be carried over into the following school year.

24.06 Temporary Employees will receive 4% vacation pay in addition to salary which will be paid on a bi-weekly basis.

24.07 When interviews are conducted for a position advertised at the completion of the internal posting process, a minimum of three (3) Temporary Employees who have submitted an application and possess the required skill, ability and qualifications shall receive an interview. Should fewer Temporary Employees apply for the position, all who apply shall receive an interview.

ARTICLE 25 - SALARY ADMINISTRATION

25.01 Salaries shall be paid in accordance with Article 32 (Salary Chart).

25.02 For salary purposes, "a year" is defined as a contract year - September to August.

25.03 Salaries shall be paid in twenty-six (26) instalments all of which shall be one twenty sixth (1/26) of the annual salary. Notwithstanding the above, when a calendar year contains 53 Fridays and the odd number Friday is a pay date, there shall be twenty-seven (27) instalments all of which shall be one twenty-seventh (1/27) of the annual salary.

- 25.04 Salaries shall be paid on Fridays except when the pay date falls on a statutory holiday in which case the pay date will be the last banking day preceding that statutory holiday. Employees will receive their Statement of Salary and Deductions electronically.
- 25.05 The salary payments shall be deposited electronically at the financial institution of the Employee's choice. An Employee may change the financial institution no more than once per calendar year by providing the Board with notice in writing at least thirty (30) days in advance of the effective date of change.
- 25.06 An Employee shall receive an increment of the salary schedule for each year of service on the anniversary date of the Employee's date of hiring. Time off work during a lay-off or on leave of absence without pay other than as specified by legislation shall not count toward service for the purpose of experience for salary placement.
- 25.07 In the event that an Employee is promoted to a higher classification, the Employee shall be placed at the year level of experience of the new classification that will provide an increase in salary for the Employee.
- 25.08 Part-time or part-year Employees shall be paid a salary pro-rated in accordance with time worked in relation to the school year.
- 25.09 For the purpose of deduction from salary for time not worked, the salary shall be considered to be disbursed over the number of school days in the school year plus ten (10) holidays.
- 25.10 Employees required to use their own vehicles on behalf of the Board's business shall be paid a travel allowance in accordance with the Board's Policy.
- 25.11 (a) Previous equivalent and related experience prior to employment with the Board shall be recognized for purposes of placement on the salary grid in accordance with the guidelines developed by the parties.
- (i) Each year of experience in an equivalent position with a school Board will be credited as one step on the salary grid.
- (ii) Other related professional experience will be credited at a rate of two years of experience as one step on the salary grid.
- Any exceptions or revisions to the guidelines will be made only with the mutual consent of the parties
- (b) When considering part-year and part-time experience, credit shall be expressed in tenths rounded to the nearest tenth. Only full years of equivalent and related credit will be recognized for grid placement purposes.
- (c) In the event that an Employee is promoted to a higher classification, the Employee shall be placed at the level of experience of the new classification that will provide a minimum increase in salary of \$3,000.
- 25.12 Permanent employees shall be reimbursed for Professional College Registration fees where registration in the Professional College is a requirement of employment. An Employee with a 0.5 FTE or less shall only be reimbursed one-half of the Professional College Registration fees.

ARTICLE 26 - BENEFITS

26.01 Subject to the availability through an insurance carrier of the group insurance plans specified below, common benefit plans for all eligible Employees of the Bargaining Unit shall be provided. The Plans shall be comprised of the following components:

- (a) Health Plan: including vision care and out of province coverage
- (b) Dental Plan: including major restorative and orthodontics
- (c) Life Insurance Plan: including Basic Life, Dependent Life and Optional Employee Life
- (d) Long Term Disability Plan

Employees are eligible to participate in the benefit plans upon date of hire and such participation shall continue as long as the Employee remains employed by the Board.

26.02 The Employer agrees to maintain an Employee Assistance Plan for Employees in the Bargaining Unit. The Employer will pay on behalf of each Employee one hundred percent (100%) of the premium for the Employee Assistance Plan.

- 26.03
- (a) The Employer will pay on behalf of each eligible full-time Employee one hundred percent (100%) of the premium for the Health Plan. The Employer's contribution to the Health Plan shall be prorated in accordance with the Employee's FTE.
 - (b) The Employer will pay on behalf of each eligible full-time Employee one hundred percent (100%) of the premium for the Dental Plan. The Employer's contribution to the Dental Plan shall be prorated in accordance with the Employee's FTE.
 - (c) Employees will pay one hundred percent (100%) of the Long Term Disability Plan premiums.
 - (d) Effective 2006 September 01, Employees will pay seventy-five percent (75%) of the Basic Life Insurance Plan. Effective 2007 September 01, Employees will pay fifty percent (50%) of the Basic Insurance Plan.
 - (e) Participation in the Long Term Disability, Basic Life Insurance, Health and Dental Plans is a condition of employment for all Employees who work 17.5 hours per week or more. Employees may decline participation in the Health and Dental Plans provided proof of coverage by a spouse's plan is submitted.
 - (f) The Employer shall retain the Federal Employment Premium rebate in order to assist in the funding of the Health and Dental Plans.

- 26.04
- (a) Basic Group Life Insurance equal to two and one-half (2½) times the Employees annual salary to a maximum insurance coverage of \$200,000 is mandatory for all Employees.
 - (b) Optional Employee Life Insurance is available to all Employees in an amount equal to one and one half (1 ½) times the Employee's annual salary.
 - (c) Dependent Group Life Insurance is also available to all Employees as follows:

| | |
|--------------------|----------|
| Spouse | \$25,000 |
| Dependent Children | \$10,000 |

(d) All of the above plans will be administered by the Employer with full premium costs of the plans and administration costs being paid by the Employee.

26.05 The Insurance Plans as outlined in this Article shall be as more particularly described and set forth in the respective policies of insurance. Any dispute over payment of benefits under any such policies shall be adjusted between the Employee and the insurer concerned.

26.06 A copy of the master policy or policies of the benefit plans as set out in this Article shall be provided to the Bargaining Unit Executive.

26.07 Subject to eligibility requirements and the provisions of any legislation, an Employee on any leave of absence without pay may opt out of participation in all benefit plans except Long Term Disability while on leave and shall be responsible for paying 100% of the premium costs.

26.08 An Employee who retires to an unreduced pension or to a reduced pension shall have the option of enrolling in a Thames Valley District School Board Retirement Benefit Plan, for each of Extended Health, Dental and Basic Group Life Insurance provided the Employee was enrolled in the benefit plans on the date immediately prior to retirement, to age sixty-five (65) by making full premium payments monthly in advance through the Board.

26.09 With proper notice, benefit coverage for Employees outlined in Article 26.07 and 26.08 will cease for any Employee who fails to pay the full cost of monthly premiums in advance as required.

26.10 Employees may apply for optional Employee Life and Dependent Life Insurance by providing evidence of insurability as specified by the insurer.

ARTICLE 27 - RETIREMENT & RETIREMENT PLANS

27.01 Until December 12, 2006 an Employee shall be subjected to retirement at the end of the month in which the Employee attains their 65th Birthday and continuation thereafter shall be at the Employer's discretion.

27.02 All Employees who were eligible for a Sick Leave Retirement Gratuity Plan with their predecessor Boards prior to January 01, 1998 shall continue to be eligible for such as per the established criteria of their predecessor Board Plans as per the attached Appendix 1 (Retirement Gratuities). All other Employees shall not be eligible for a sick leave retirement gratuity.

ARTICLE 28 - VACATION PAY

28.01 Employees shall be paid vacation pay in lieu of vacation and it shall be paid bi-weekly as follows:

- (a) have completed less than 3 (three) years at 4% of earnings;
- (b) have completed 3 (three) but less than 9 (nine) at 6% of earnings;

- (c) have completed 9 (nine) years but less than 17 (seventeen) at 8% of earnings;
- (d) have completed 17 (seventeen) but less than 25 (twenty-five) at 10% of earnings;
- (e) have completed 25 (twenty-five) or more at 12% of earnings.

28.02 In the event that an Employee's service is terminated for any reason, the Employee shall be paid any vacation pay entitlement at the time of their termination on a pro-rata basis. Should an Employee die, the estate shall be credited with the value of the vacation pay on a pro-rata basis.

28.03 No Bargaining Unit Employee at the time of the signing of this Agreement shall suffer reduction of vacation entitlement or vacation pay.

ARTICLE 29 - HEALTH & SAFETY

29.01 The Board, the Union and its members shall comply with the provisions of the Occupational Health and Safety Act and Regulations, as they may be amended from time to time.

ARTICLE 30 - PERSONAL INFORMATION

30.01 In compliance with all relevant sections of the Municipal Freedom of Information and Protection of Privacy legislation, an Employee shall be entitled upon request to view the Employee's personnel file and request copies, removal or amendment of materials in the file. The Employer shall respond to such request within a reasonable time.

30.02 Where an Employee authorizes, in writing, access to her/his personnel files by a Union representative acting on the Employee's behalf, the Board shall provide such access at a mutually agreeable time during regular working hours, as well as copies of materials contained therein, if also authorized and requested.

30.03 The Board shall keep any medical information in separate files which may be accessed only by appropriate health care professionals. Notwithstanding, Board/Union representatives involved in matters where medical information is relevant may access such files upon receipt of signed authorization from the Employee. An Employee shall have the right at any time to have access to and have copies of his/her medical file by making an appointment through the appropriate Board Representative and completing the required form. The Employee shall be entitled to Union Representation if requested when viewing said file.

An Employee may obtain copies of information related to his/her occupational medical record directly from the Workplace Safety and Insurance Board.

ARTICLE 31 - PAY EQUITY

31.01 The Employer and the Union agree to the Pay Equity Plan signed on 2001 July 10 and any subsequent amendments.

31.02 The parties agree to maintain this Pay Equity Plan in accordance with Section 7.(1) of the Pay Equity Act.

ARTICLE 32 - SALARY CHART

32.01 Salaries shall be paid in accordance with the grids below:

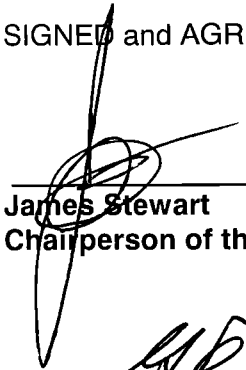
| Grid 1 (Effective September 1, 2008) | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|--------|--------|--------|--------|--------|--------|--------|--------|
| Environmental Educator | 38,446 | 39,991 | 41,538 | 43,082 | 44,624 | 46,730 | 47,716 | 49,262 |
| School Support Counsellor | 43,863 | 45,410 | 46,955 | 48,500 | 50,043 | 51,589 | 53,134 | 54,680 |
| Counselling And Support Worker | 43,863 | 45,410 | 46,955 | 48,500 | 50,043 | 51,589 | 53,134 | 54,680 |
| First Nations Counsellor | 43,863 | 45,410 | 46,955 | 48,500 | 50,043 | 51,589 | 53,134 | 54,680 |
| Speech and Language Pathologist | 53,960 | 56,784 | 59,601 | 62,421 | 65,243 | 68,063 | 70,883 | 73,702 |
| Psychometrist | 53,960 | 56,784 | 59,601 | 62,421 | 65,243 | 68,063 | 70,883 | 73,702 |
| Measurement and Evaluation Assistant | 53,960 | 56,784 | 59,601 | 62,421 | 65,243 | 68,063 | 70,883 | 73,702 |
| Research and Assessment Assistant | 53,960 | 56,784 | 59,601 | 62,421 | 65,243 | 68,063 | 70,883 | 73,702 |
| Attendance Counsellor | 53,960 | 56,784 | 59,601 | 62,421 | 65,243 | 68,063 | 70,883 | 73,702 |
| Psychological Associate | 57,331 | 60,329 | 63,295 | 66,321 | 69,321 | 72,320 | 75,314 | 78,312 |
| Psychologist | 61,647 | 64,868 | 68,059 | 71,313 | 74,540 | 77,763 | 80,984 | 84,206 |
| Grid 2 (Effective September 1, 2009) | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Environmental Educator | 39,599 | 41,191 | 42,784 | 44,374 | 45,963 | 48,132 | 49,147 | 50,740 |
| School Support Counsellor | 45,179 | 46,772 | 48,364 | 49,955 | 51,544 | 53,137 | 54,728 | 56,320 |
| Counselling And Support Worker | 45,179 | 46,772 | 48,364 | 49,955 | 51,544 | 53,137 | 54,728 | 56,320 |
| First Nations Counsellor | 45,179 | 46,772 | 48,364 | 49,955 | 51,544 | 53,137 | 54,728 | 56,320 |
| Speech and Language Pathologist | 55,579 | 58,488 | 61,389 | 64,294 | 67,200 | 70,105 | 73,009 | 75,913 |
| Psychometrist | 55,579 | 58,488 | 61,389 | 64,294 | 67,200 | 70,105 | 73,009 | 75,913 |
| Measurement and Evaluation Assistant | 55,579 | 58,488 | 61,389 | 64,294 | 67,200 | 70,105 | 73,009 | 75,913 |
| Research and Assessment Assistant | 55,579 | 58,488 | 61,389 | 64,294 | 67,200 | 70,105 | 73,009 | 75,913 |
| Attendance Counsellor | 55,579 | 58,488 | 61,389 | 64,294 | 67,200 | 70,105 | 73,009 | 75,913 |
| Psychological Associate | 59,051 | 62,139 | 65,194 | 68,311 | 71,401 | 74,490 | 77,573 | 80,661 |
| Psychologist | 63,496 | 66,814 | 70,101 | 73,452 | 76,776 | 80,096 | 83,414 | 86,732 |
| Grid 3 (Effective September 1, 2010) | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Environmental Educator | 40,787 | 42,427 | 44,068 | 45,705 | 47,342 | 49,576 | 50,621 | 52,262 |
| School Support Counsellor | 46,534 | 48,175 | 49,815 | 51,454 | 53,090 | 54,731 | 56,370 | 58,010 |
| Counselling And Support Worker | 46,534 | 48,175 | 49,815 | 51,454 | 53,090 | 54,731 | 56,370 | 58,010 |
| First Nations Counsellor | 46,534 | 48,175 | 49,815 | 51,454 | 53,090 | 54,731 | 56,370 | 58,010 |
| Speech and Language Pathologist | 57,246 | 60,243 | 63,231 | 66,223 | 69,216 | 72,208 | 75,199 | 78,190 |
| Psychometrist | 57,246 | 60,243 | 63,231 | 66,223 | 69,216 | 72,208 | 75,199 | 78,190 |
| Measurement and Evaluation Assistant | 57,246 | 60,243 | 63,231 | 66,223 | 69,216 | 72,208 | 75,199 | 78,190 |
| Research and Assessment Assistant | 57,246 | 60,243 | 63,231 | 66,223 | 69,216 | 72,208 | 75,199 | 78,190 |
| Attendance Counsellor | 57,246 | 60,243 | 63,231 | 66,223 | 69,216 | 72,208 | 75,199 | 78,190 |
| Psychological Associate | 60,823 | 64,003 | 67,150 | 70,360 | 73,543 | 76,725 | 79,900 | 83,081 |
| Psychologist | 65,401 | 68,818 | 72,204 | 75,656 | 79,079 | 82,499 | 85,916 | 89,334 |
| Grid 4 (Effective September 1, 2011) | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Environmental Educator | 42,011 | 43,700 | 45,390 | 47,076 | 48,762 | 51,063 | 52,140 | 53,830 |
| School Support Counsellor | 47,930 | 49,620 | 51,309 | 52,998 | 54,683 | 56,373 | 58,061 | 59,750 |
| Counselling And Support Worker | 47,930 | 49,620 | 51,309 | 52,998 | 54,683 | 56,373 | 58,061 | 59,750 |
| First Nations Counsellor | 47,930 | 49,620 | 51,309 | 52,998 | 54,683 | 56,373 | 58,061 | 59,750 |
| Speech and Language Pathologist | 58,963 | 62,050 | 65,128 | 68,210 | 71,292 | 74,374 | 77,455 | 80,536 |
| Psychometrist | 58,963 | 62,050 | 65,128 | 68,210 | 71,292 | 74,374 | 77,455 | 80,536 |
| Measurement and Evaluation Assistant | 58,963 | 62,050 | 65,128 | 68,210 | 71,292 | 74,374 | 77,455 | 80,536 |
| Research and Assessment Assistant | 58,963 | 62,050 | 65,128 | 68,210 | 71,292 | 74,374 | 77,455 | 80,536 |
| Attendance Counsellor | 58,963 | 62,050 | 65,128 | 68,210 | 71,292 | 74,374 | 77,455 | 80,536 |
| Psychological Associate | 62,648 | 65,923 | 69,165 | 72,471 | 75,749 | 79,027 | 82,297 | 85,573 |
| Psychologist | 67,363 | 70,883 | 74,370 | 77,926 | 81,451 | 84,974 | 88,493 | 92,014 |

32.02 Holiday pay is included in the salary rates set out in 32.01.

SIGNATURES

Dated at London, Ontario on this tenth (10th) day of December, 2008


SIGNED and AGREED on behalf of the Thames Valley District School Board



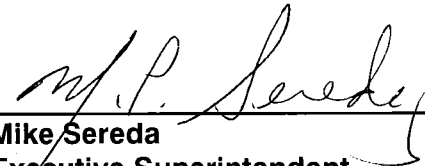
James Stewart
Chairperson of the Board



Bill Tucker
Director of Education



Graham Hart
Chair - Negotiations Advisory
Committee

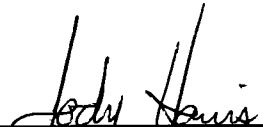


Mike Sereda
Executive Superintendent -
Human Resource Services

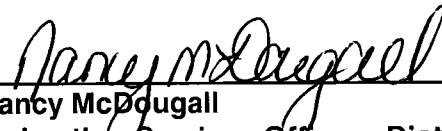


Beth Strong
Manager - Human Resource Services

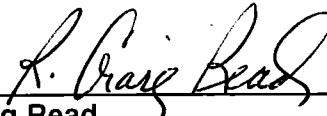
SIGNED and AGREED on behalf of the Professional Student Services Personnel (PSSP)



Jody Harris
President



Nancy McDougall
Federation Services Officer - District 11



Craig Read
Chief Negotiator

LETTER OF AGREEMENT SUPERVISION OF STAFF

The Board will initiate a review of the Independent Procedures on Supervision of Support Staff and Principal Input. The review will include representation from all applicable Employee groups and the review is to be completed by 2009 December 31.

The review shall include a consideration of, but not limited to:

- (i) the appropriate cycle of evaluation for PSSP members;
- (ii) the appropriate notification timeline for PSSP Employees not currently addressed in the Principal Input document;
- (iii) performance appraisal of temporary Employees.

LETTERS OF UNDERSTANDING BARGAINING UNIT POSITIONS

The parties agree that the TVNELP Co-ordinator and the Re-connect Counsellors are positions of the bargaining unit and that Employees assigned to this program shall be members of the bargaining unit.

BENEFIT IMPROVEMENTS

The parties agree that effective 2009 September 1 the following benefit improvements will be implemented:

- (1) Increase hearing aid coverage to \$3,500 every five (5) years.
- (2) 75% Employer paid group life insurance.
- (3) Increase dispensing fee cap from \$6.11 to \$8.00.
- (4) Increase vision care maximum from \$300/2 calendar years to \$400/2 calendar years.
- (5) Physiotherapist maximum increases from \$25 per visit to \$1,000 per calendar year.
- (6) Chiropractor/Massage maximum increases from \$25 per visit to \$1,200/calendar year

The parties agree that effective 2010 September 1 the following benefit improvements will be implemented:

- (1) 100% Employer paid group life insurance.
- (2) Dental - Level IV - increase maximum from a combined \$1,500 per calendar year to \$2,500 per calendar year applicable to Level IV only.
- (3) ODA - Current year.

IMPLEMENTATION OF PDT

The parties agree that:

(1) No permanent Employee shall be laid off during the term this Agreement remains in effect.

(2) The 2008 - 09 FTE is 124.5 determined as follows:

| | |
|-------------------------------------|---------------------------------------|
| School Support Counsellor | 26.5 |
| Attendance Counsellor/Social Worker | 22.6 |
| Counselling and Support Worker | 8.0 |
| First Nations Counsellor | 4.0 |
| Psychologist | 9.8 |
| Psychological Associate | 4.0 |
| Psychometrist | 8.0 |
| Speech Language Pathologist | 31.6 (including two 0.5 Audiologists) |
| Environmental Educator | 5.0 |
| Research / Assessment | 5.0 |

(3) Prior to April 30, 2009, the Joint Staffing Review Committee shall meet to determine the allocation of the August 18, 2008 B: Memo Appendix 9 enhanced funding for the Thames Valley District School Board's PSSP Bargaining Unit.

Determining the Appendix 9 Allocation:

The parties agree that the \$979,103.00 identified in Appendix 9 for 2009-10 is subject to adjustment based upon a comparison of actual enrolment compared to the projected enrolment used in determining the Appendix 9 amount. The parties further agree that the Appendix 9 funding enhancement will be reduced by the additional allocations during negotiations for Professional College fees, PD allocations and benefit enhancements negotiated for the 2009-10 year.

Determining the Impact on FTE As A Result of Declining Enrolment::

The 2008-09 FTE may be adjusted in 2009-2010 by the percentage calculated as follows:

The Board's 2008-2009 staffing FTE shall be used as the base to apply the 2009-2010 staffing enhancements taking into account declining enrolment in 2008-2009 if any. Enrolment shall be the ADE calculated using the October 31st and March 31st actual enrolment numbers. The Joint Staffing Review Committee shall consider the impact of changes in Special Education funding from year to year prior to finalizing a decision to implement the percentage change applicable to the declining enrolment in each year. The staffing FTE in subsequent years will also be calculated taking into account the impact of declining enrolment, if any on the base FTE.

Subsequent to the adjustment of the base FTE due to declining enrolment, if any, the Appendix 9 funds determined above shall be applied to offset staff reductions first, if any, and then to create new positions within the Bargaining Unit.

(4) The number of new positions and/or offset positions created using the enhancement funding shall be determined by dividing the allocation under item 3 above by the cost of the job class positions determined by the Joint Staffing Review Committee. The cost shall include the salary, benefits, professional college fees and the PD allocation per Employee negotiated. The same cost calculation would be used to determine the number of position(s) eliminated as a result of implementing calculations under item 3 above.

- (5) The Bargaining Unit may request the Provincial O.S.S.T.F. staff person assigned to negotiations to attend the Joint Staffing Review Committee meeting.
- (6) The Board agrees to share all financial data related to the costing of a job class position and other financial data relevant to PSSP staffing.

PART-TIME EMPLOYEES

Effective September 1, 2006, all part-time permanent positions will be a 0.5 F.T.E. Exceptions may be made with the mutual consent of the Board and the Bargaining Unit.

Notwithstanding the above, Employees currently having a F.T.E. other than 0.5 F.T.E. or 1.0 F.T.E. shall have their entitlement to such F.T.E. grandfathered. These Employees may be offered, at the discretion of the Board, the opportunity to permanently change their F.T.E. status to either 0.5 F.T.E. or a 1.0 F.T.E. Once the Employee has agreed to a 0.5 F.T.E. or a 1.0 F.T.E., the Employee may not return to his or her previous F.T.E. status.

PROTOCOL RE: EXTERNAL AGENCIES

The parties agree to meet within thirty (30) days of the publication of the Provincial Protocol Template in order to review the document and determine an implementation strategy for the Thames Valley District School Board and the PSSP Bargaining Unit.

In the interim period, the parties agree to request implementation of the recommendations jointly agreed to by the Joint Committee on Supplement Student Services.

WORKING CONDITIONS

The Employer shall endeavour to ensure that each Employee has reasonable access to suitable work areas, secure storage for personal items, records, supplies and all other amenities necessary to the duties assigned, as well as materials necessary to do assessments and provide programs.

Any concerns shall be directed to the Employee's immediate Supervisor for resolution. Unresolved issues will be referred to the Mutual Concerns Committee.

WORKPLACE VIOLENCE

As part of the Provincial Discussion Tables the Ministry has established a Joint Task Group to examine and report on the issue of workplace violence in the schools. The mandate of the Joint Task Group will include:

- a review of exemplary policies and procedures that deal with the prevention of violence, the management of violent situations and the support to Employees who have experienced violence;
- a review of the pertinent legislation;
- the provision of appropriate training including the recognition, prevention and control of violent situations and physical intervention techniques;
- the role of the Joint Health & Safety Committee.

The Joint Task Force will develop a report which recommends effective policies and procedures no later than December 31, 2009.

The Board and District 11 O.S.S.T.F. Support Staff Bargaining Units shall establish a Joint Committee on Workplace Violence, consisting of up to two (2) representatives from each Bargaining unit, no later than February 28, 2010. The parties agree that in the event CUPE establishes a Joint Committee on Workplace Violence in their 2008-2012 Collective Agreements, the committees may be merged. The Committee shall review the recommendations from the Joint Task Group and determine an implementation strategy for such recommendations for the 2010-11 school year and beyond.

APPENDIX 1 (RETIREMENT GRATUITIES)

A. FORMER MIDDLESEX PROFESSIONAL STUDENT SUPPORT PERSONNEL

Retirement Gratuity (Policy 300-5):

The Board, recognizing the long time service of its Employees, establishes the following policy approving the establishment of a retirement gratuity plan applying to all full-time Employees of the Board. For the purpose of this policy, trustees are not considered to be Employees.

Section I:

An Employee shall be entitled to the payment of an allowance on retirement if, immediately prior to retirement, the Employee has completed ten (10) or more continuous years of service with the Board or its predecessors and if the Employee fulfills the requirements of one of the following:

- A. Is not a contributor to the Ontario Teachers' Pension Plan and has achieved the ninety (90) factor as determined under the Ontario Municipal Employees Retirement System or is sixty (60) or more years old or is the age eligible for receipt of a retirement gratuity established by the collective Agreement applicable to the retiring Employee.
 - B. Is a contributor to the Ontario Teachers' Pension Plan and is eligible for an unreduced pension under the then existing provisions of the Ontario Teachers' Pension Plan Act; or
 - C. Is a contributor to the Ontario Teachers' Pension Plan, is sixty (60) years or more of age, and is eligible for a reduced pension under the then existing provisions of the Ontario Teachers' Pension Plan Act.
 - D. Is a contributor to the Ontario Teachers' Pension Plan and qualifies for an early retirement incentive plan payment under Board Policy 300-9 or otherwise would qualify if one were available, and is less than sixty (60) years of age and not eligible for an unreduced pension, that teacher shall also qualify for a retirement gratuity payment.
- A full-time member with an effective hire date prior to 1995 August 31, who has completed ten (10) or more continuous years of service with the Board or its predecessors shall be eligible for a Retirement Gratuity in accordance with the provisions of Section I of Board Policy 300-5, as revised 1995 March 06, and the formula set forth below:

$$\text{Retirement Allowance} = \frac{A}{200} \times C \times 50\%$$

where:

A represents the number of days of sick leave accumulated to a maximum of two hundred (200) days

B represents the annual salary on retirement.

- A full-time member hired effective 1995 August 31 or after, who has completed ten (10) or more continuous years of service with the Board or its predecessors shall be eligible for a Retirement Gratuity in accordance with the provisions of Section I of Board Policy 300-5, as revised 1995 March 06, and the formula set forth below:

The retirement allowance shall be calculated as follows:

$$\text{Retirement Allowance} = \frac{A}{200} \times \frac{B}{25} \times C \times 50\%$$

where:

- A represents the number of days of sick leave accumulated to a maximum of two hundred (200) days
- B represents the number of years service with the Board or its predecessor Boards to a maximum of twenty-five (25) years of service
- C represents the annual salary in either i) the school year of retirement or ii) the year in which the member attains thirty-five (35) years of pension service credits, whichever is the lesser salary.

Retirement Gratuity - Administrative Regulations (policy 300-05)

1. Employees requesting a retirement gratuity shall submit a written application to the Superintendent of Personnel by December 31 of the year immediately preceding the year in which the Employee intends to begin his/her retirement.
2. The application shall be accompanied by the following items of documentation:
 - (a) for academic Employees:
 1. an official letter of resignation stipulating the date on which the resignation is to take effect;
 2. verification of at least ten (10) continuous years of service with this Board and a predecessor Board immediately prior to the date of the intended retirement. (Because in many instances Board office records prior to 1969 are incomplete, only the period from January 1, 1969 to the date of retirement will be verified by the Board office staff.); and
 3. a letter from the Ontario Teachers' Pension Plan Board certifying that the applicant, on retirement, will be eligible for an unreduced pension;
or
a letter from the Ontario Teachers; Pension Plan Board certifying that the applicant, on retirement, will be eligible for a pension and proof, in the form of a birth certificate, that the applicant will be at least sixty (60) years of age at the time of retirement;
or
a letter from the Ontario Teachers' Pension Plan Board certifying that the applicant, on retirement, will not be eligible for an unreduced pension, proof, in the form of a birth certificate, that the applicant will be less than sixty (60) years of age at the time of retirement and verification that the applicant qualifies for an early retirement incentive plan payment under Board policy 300-9 or otherwise would qualify if one were available.

- (b) for other Employees:
1. an official letter of resignation stipulating the date on which the resignation is to take effect;
 2. verification of at least ten (10) continuous years of service with this Board and a predecessor Board immediately prior to the date of the intended retirement. (See (a) (2) above); and
 3. verification, in the form of a birth certificate, that the applicant will be at least sixty (60) years of age at the time of retirement or will be the age eligible for receipt of a retirement gratuity established by the collective Agreement applicable to the retiring Employee.
3. Staff members shall, in the application, choose the desired method of payment of the retirement gratuity under Article III of Policy 300-5.
 4. Applicants requesting a retirement gratuity after December 31 of any year shall not be eligible for payment of all or any part of the gratuity until the budget year immediately following the retirement.

B. FORMER OXFORD PROFESSIONAL STUDENT SERVICES PERSONNEL

Sick Leave Credit Gratuity Payable on Retirement:

- (a) An Employee who retires from the staff of The Oxford County Board of Education is entitled to a sick leave retirement gratuity if the Employee qualifies under the terms of Plan A or Plan B. To qualify for either plan, the Employee shall be eligible for a pension to commence payment as certified by the Ontario Municipal Employees Retirement System upon retirement (within two (2) months of termination).

Plan A:

This plan applies to an Employee who commenced continuous employment with The Oxford County Board of Education or any predecessor of The Oxford County Board of Education prior to September 01, 1978. The amount of sick leave gratuity shall be calculated as follows:

$$\frac{\text{Gross Salary of Final Year}}{2} \times \frac{\text{"A"}}{200} \times \frac{\text{"B"}}{20}$$

Plan B:

This Plan applies to an Employee who commenced continuous employment with The Oxford County Board of Education with duties commencing September 01, 1978 or thereafter. The amount of sick leave gratuity shall be calculated as follows:

$$\$8,000 \times \frac{\text{"A"}}{200} \times \frac{\text{"B"}}{20}$$

For Both Plans:

"A" = Number of unused sick leave days, not in excess of two hundred (200), accumulated during employment with The Oxford County Board of

Education, or with any predecessor of The Oxford County Board of Education. For the purpose of calculating Sick Leave Credit Gratuity Payable on Retirement, only sick leave credits earned, unused and accumulated while in the employ of The Oxford County Board of Education, or any predecessor of The Oxford County Board of Education shall be taken into account.

“B” = Number of full-time or equivalent years, not in excess of twenty (20), with The Oxford County Board of Education, or with any predecessor of The Oxford County Board of Education.

- (b) Maximum gratuity shall not exceed 50% of the salary of the final year.
- (c) Payment of the gratuity may be made by a method mutually agreeable to both the Board and the Employee and consistent with legislative requirement. Preferred methods of payment are one lump sum payment at the time of leaving, or two equal payments, one at the time of leaving and the other in the next calendar year.
- (d) A Sick Leave Credit Gratuity shall be paid to the estate of an Employee whose death occurs before retirement, while employed with The Oxford County Board of Education. The gratuity shall be calculated as though the Employee had retired, under circumstances which would qualify the Employee for the gratuity on the day before the Employee's death.

C. FORMER LONDON STAFF ASSOCIATION EMPLOYEES

An Employee hired prior to 1978 January 01 who ceases to be employed by the Board by reason of death, permanent disability, retirement to pension with allowances commencing on the first day of the month next following the month in which the Employee ceased to be employed, or by retirement specially approved by the Board, and who has completed ten years of continuous service with the Board immediately prior to the date of cessation of employment, shall be paid, or, if deceased, the Employee's estate shall be paid a gratuity equal to the value, under the practices of the Board, of one-half the number of days of accumulated sick leave credit, recalculated, if necessary, as set out in section 2 in the case of an Employee not covered by a Union Agreement and hired prior to 1964 September 01; but such payment shall not exceed one-half of the Employee's annual salary including any responsibility allowance received during the Employee's last year of service with the Board.

Whereas in the case of an Employee hired prior to 1964 September 01, the accumulated sick leave credit to that date represented only one-half the unused annual sick leave credits, and the gratuity formula then in effect gave full credit for such accumulation, effective from 1969 June 26, in computing any gratuity becoming payable on or after the latter date, in the case of an Employee not covered by a union Agreement whose service has been continuous from 1964 August 31, the accumulated sick leave credit shall be doubled, subject to a maximum of two hundred days in total, and a special accumulated credit shall be recomputed to the date of termination, subject to the rules of, and using the same debits and credits as occurred in the operation of, the sick leave plan since 1964 September 01, and subject at all times to the maximum accumulation permitted under the plan.

Pursuant to the conditions of the Employer of Education Act, 1968, and the Education Act, a retirement allowance will be paid to any Employee in its employ on a permanent full-time basis on 1967 April 20 and who remains in the employ of the Employer on that basis until the Employee's retirement and who at the time of the Employee's retirement:

1. is not eligible for payments under the Teachers' Superannuation Act; and
2. has completed at least 10 years of continuous service with the Employer as a full-time permanent Employee.

An annual amount at the rate of one and one half percent (1 ½%) of the Employee's normal full salary or wages for the year preceding retirement multiplied by the Employee's years of service with the Employer, provided that no retirement allowance which, together with the amount of any pension payment payable to the Employee in any one year under the pension plans of the Employer of Education, including Canada Pension Plan payments, will exceed three fifths (3/5) of the Employee's annual salary for the preceding three (3) years of the Employee's service.

D. FORMER ELGIN COUNTY BOARD OF EDUCATION

Notwithstanding the absence of a provision for a Retirement Gratuity within the collective Agreement, the Board agrees that Robert Evans shall be eligible for a retirement gratuity in accordance with the provisions for retirement gratuities contained within the collective Agreement with the elementary teachers.

Plan "C" of the Elementary Teachers Collective Agreement

This plan applies to Teachers employed by The Elgin County Board of Education with duties commencing 1972 September 01 or thereafter, but before 1979 January 04.

- (1) A Retirement gratuity shall be paid to eligible Teachers who leave the employment of The Elgin County Board of Education on account of age or health provided the Teacher qualifies for, and is granted a pension under the Teachers' Pension Act, 1989.
- (2) To be eligible, a Teacher shall have been employed by the Board for a minimum of ten consecutive years immediately prior to retirement.
- (3) The Retirement Gratuity shall be calculated in accordance with the following formula:

$$\frac{\text{No. of Days Cumulative Sick Leave (Not to exceed 200 days)}}{200} \times \frac{2}{100} \times \text{Last Year's Salary} \times \text{\# of Years in Elgin County}$$

The gratuity cannot exceed 50% of the last year's salary.

- (4) The gratuity is available in a lump sum payable during a period ranging from one month to one year after retirement, at the option of the Teacher.
- (5) (i) On the death of any Teacher who has been employed by the Board for a minimum of five years immediately prior to the Teacher's death, that Teacher's estate shall receive an amount equal to one-half of the sick leave accumulated by that Teacher during the Teacher's employment with the Board immediately prior to the Teacher's death, multiplied by 1/200 of the annual salary being paid at the time of the Teacher's death.
- (ii) The Death Benefit shall be calculated with the following formula:

$$\frac{\text{Salary of Last Year}}{200} \times \frac{\text{Accumulated Days (not to exceed 200 days)}}{2}$$

The Death Benefit shall not exceed 50% of the last year's salary.

APPENDIX 2 (BARGAINING UNIT COMPOSITION)

Board File No. 0291-98-PS

Minutes of Agreement
Between
The Thames Valley District School Board ("The Board")
-and-
C.U.P.E. and its Local 4222
O.S.S.T.F. and Districts 4, 35 & 41
C.E.P.
("The Unions")

In respect of the Application under the Public Sector Labour Relations Transition Act, 1997, the Board and Unions hereby agree as follows:

1. The essential configuration of the non-teaching Bargaining Units at the Board shall be :

- (a) "All Continuing Education Instructors employed by the "The Employer", save and except Administrators and Coordinators and persons above that rank."

No vote of Employees is required and O.S.S.T.F. represents this Bargaining Unit.

- (b) "All Employees of the Employer employed as Psychometrist, Psychologist, Psychological Associate, Social Worker, Social Service Worker, Behavioural Counsellor, Social Skills Coordinator, Attendance Counsellor, Speech and Language Pathologist/Therapist, Research and Assessment Assistants, Field Naturalists, save and except Supervisor or Coordinator or those above the rank of Supervisor and Coordinator."

For clarity the individuals (Jane Hawley and Marie Todd) from the former Elgin Board P.S.S.P. unit are in this unit.

A vote will be scheduled with two choices.

O.S.S.T.F. or No Bargaining Agent.

Should the Employer introduce the position of Social Skills Assistant (a defunct Oxford Board title and which is not used at the Board), the allocation at this position may be referred to the O.L.R.B. by the Board, C.U.P.E. or O.S.S.T.F.

2. The parties agree that any outstanding description issues not subsequently resolved directly or with an L.R.O. assistance will be within the jurisdiction of the O.L.R.B. to resolve as part of a consultation in the O.L.R.B. File No.

Dated at Toronto on 1998 June 12.

Desmond Butler
C.E.P.

Bev Wilson
O.S.S.T.F. and District of 35 & 41

Terry Shackelton
C.U.P.E. & its local 4222

Pat Dunn
Thames Valley District School Board

APPENDIX 3 (BENEFIT PLAN SUMMARY)

| HEALTH PLAN | | DENTAL PLAN | |
|--|---|--|---------------------|
| Current Employer Cost Sharing | | Current Employer Cost Sharing | |
| Full-time employee | 100% | Full-time Employee | 100% |
| Part-time employee | Pro-Rated | Part-time Employee | Pro-Rated |
| Semi-private Hospital | Covered | Basic Services - Part I | 100% |
| Semi-private Maximum | Unlimited | Supplementary Basic Services Part II | 75% |
| Hospital Coinsurance | 100% | Dentures - Part III | 75% |
| Drug Definition | legally requires a prescription | Major Restorative Services - Part IV Effective Sept. 01, 2010 - Max \$2,500 * | 75% |
| Drug Payment Method | Pay-Direct | Orthodontics, for dependent children only - Part V * | 75% |
| Dispensing Fee Cap | \$6.11 | Benefit Maximum Part 1, II, III & IV | \$1500/yr combined |
| Dispensing Fee Cap -Sept'09 | \$8.00 | Orthodontics Maximum - Part V | \$2,500/lifetime |
| Drugs Coinsurance | 100% | Recall Exam Frequency | 9 months |
| Visioncare Coverage | \$300 | Fee Schedule Effective Sept. 01, 2010 ODA - current yr. | 1 year lag |
| Visioncare Coverage -Sept' 09 | \$400 | Plan Deductible | Nil |
| Visioncare Maximum every 2 consecutive cal.yrs. | above is individually | | |
| Visioncare Coinsurance | 100% | | |
| Nursing Care * | RN | | |
| Psychologist | \$30 per half-hour | SURVIVOR BENEFITS | |
| Orthotics * | 1 pair / year \$500 maximum | Health and Dental Plans remain in force for 1 year with payment of premiums. | |
| Orthopedic shoes * | reasonable & customary | OVERAGE DEPENDENT COVERAGE | |
| Chiropractor Chiropractor -Sept 01/09 | \$25 / visit \$1,200 / year | Dependents 21 years of age and over may be covered for health and dental plans if they are currently enrolled as full-time students. | |
| Physiotherapist Physiotherapist -Sept 01/09 | \$25 / visit \$1,000 / year | Questions regarding Health & Dental Call Manulife Customer Service 1-800-268-6195 | |
| Massage Therapist, Osteopath, Speech Therapist, Naturopath, Podiatrist | \$25 per visit | *Sending a pre-determination to Manulife is recommended when considering any of these purchases. | |
| Hearing Aid Coverage * | \$2,000 \$3,500 | Please refer to your Employee Portal for your Benefit Booklet: "view my benefits" "Human Resources (Employee Benefits)" | |
| Hearing Aid Cov. Sept.'09 - in any 5 calendar years - | | | |
| Out-Of-Province Coverage (OOP) up to 180 days | Emergency & referral | | |
| Plan Deductible | Nil | | |
| BASIC GROUP LIFE INSURANCE | | DEPENDENT LIFE INSURANCE | |
| Current Employer Cost Sharing | 50% | Current Employer Cost Sharing | 0% |
| Life Benefit Formula | 2.5 x annual salary | Benefit Amount: Spouse | \$ 25,000 |
| Maximum Benefit | \$200,000 | Per Dependent Child | \$10,000 |
| Disability Waiver of Premium | Yes | Disability Waiver of Premium | No |
| Note: Mandatory for all employees. | | | |
| LONG TERM DISABILITY | | OPTIONAL EMPLOYEE LIFE INSURANCE | |
| Current Employer Cost Sharing | 0% | Current Employer Cost Sharing | 0% |
| Life Benefit Formula | 66.67% of monthly salary | Life Benefit Formula | 1.5 x annual salary |
| Maximum Benefit | \$6,000 per month | Maximum Benefit | \$100,000 |
| Disability Waiver of Premium | Yes | Disability Waiver of Premium | Yes |
| Elimination Period | 182 calendar days or expiry of sick leave which ever is later | | |
| Note: Mandatory for all employees working 17.5 hours or more per week. | | | |