ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)/BOARD NEGOTIATIONS 2012

ARTICLE AGREED UPON DATED: December 18,2012.

New Placement to be determined

Duration: 2012-2014

- 1. The following is Subject to Bill 115 Putting Students First Act and appropriate supporting Regulations with which the Board and the Association shall comply.
- 2. The Board and the Association reserve their bargaining rights and contractual obligations should the Provincial Government or a Court of Law take action or make a decision that materially affects the content of Bill 115- Putting Students First Act or a Regulation in part or in its entirety.
- 3. The parties agree to follow the 2008-2012 Collective Agreement subject to the amendments set out below.
- 4. The final collective agreement may require housekeeping in respect to format, dates, numbering, and titles.

FOR THE BOARD

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)/BOARD NEGOTIATIONS 2012

Amend Dates in the following Articles:

2.01

This Agreement shall have effect from September 1,2012 2008, up to and including August 31,2014 2012, and from year to year thereafter unless either party gives notice, in writing, within the ninety (90) day period prior to the termination date, that it desires to negotiate with a view to the renewal of this Agreement.

10.04	
Effective September 1, 2008 December 31, 2008	
Major Medical Plan with extension to cover: vision care \$200 every twenty four (2	4
months for adults and \$150 every twelve (12) months for dependent children, hearing	ر.
aids \$500 every five (5) years, chiropractic coverage maximum \$225 per person, massag	ع.
therapy, psychological services, speech and language pathology services, and Heal	5° th
Care Outside Canada. Deductible \$10 single, \$20 fami	
90% of required premiums.	IJ
Effective January 1, 2009	
Major Medical Plan with extension to cover: vision care \$200 every twenty-four (24	4 1
months for adults and \$150 every twelve (12) months for dependent children, hearing	ر. 10
aids \$500 every five (5) years, chiropractic coverage maximum \$275 per person, massag	16 31
therapy, psychological services, speech and language pathology services, and Heal	5U th
Care Outside Canada. Deductible - \$10 single, \$20 fami	
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DATED:
- 1042
FOR THE BOARD: Joseph Miss.
John U. Horgan
FOR THE UNION:
La Sand

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)/BOARD NEGOTIATIONS 2012

5.03 Category Three

Social Workers, Speech/Language Pathologists, Senior Child and Youth Workers, Senior Social Workers, Psycho-Educational Consultants, and Psychological Associates who hold a Master's Degree in their specific field of employment with the Board, a D.S.P.A. or a D.S.P. or an Honours B.A. plus a two (2) year diploma in child study from the Institute of Child Study, and are qualified and/or certified in their specific field of employment with the Board will be placed in this category.

DATED:

FOR THE BOARD:

VEROCIVION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

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FOR THE UNION

FOR THE BOARD:

5.04 Category Four Psychology and who hold a valid permanent Psychologists who hold a Ph.D. in Psychology and who have been previously grand-parented into Ontario Registration in Psychology or who have been previously grand-parented into this Category, will be placed in this Category.

- gentra

Jee 17,2012

VEROCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

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6.02

The Board will deduct annual Association dues from all Employees covered by this Agreement, over twenty-six (26) (twenty (20) pay periods per year. The Association shall notify the Board in writing of any change in the present amount of such annual dues.

FOR THE BOARD:

FOR THE BOARD:

FOR THE BOARD:

VEROCIVLION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

8.03
Worker, and the appropriate Family of Schools Superintendent.

POR THE BOARD:

FOR THE UNION:

FOR THE UNION:

(VISZI)/BOYKD NECOLIVLIONS 7017 VZZOCIVLION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

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9.02 Employees who hold a doctoral degree in a relevant field of study shall receive \$1,934 effective September 1, 2009; \$2,052 effective September 1, 2009; \$2,052 effective September 1, 2012 2014 in addition to their grid placement subject to Article 9.03.

FOR THE UNION:

FOR THE BOARD

Dec 17,2012

VERSOCIVATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

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ARTICLE AGREED UPON DATED:

YMEND

VELICLE 9.04 ALLOWANCES

Employees who hold the positions of Senior Psychologist, Senior Social Worker and Senior Child and Youth Worker will receive a responsibility allowance of \$3,868 effective September 1, 2010; \$4,227 effective September 1, 2012 2014 in addition to their grid placement subject to Article 9.03.

Employees who hold Senior Psychologist and Senior Child and Youth Worker positions as of June 1, 1993, will continue to receive their current allowance maintained at its existing rate.

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FOR THE BOARD:

EOK THE UNION:

(VISZI)/BOYKD NECOLIVLIONS 7017 VZZOCIVLION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

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FOR THE BOARD

9.05
Psychological Associates shall receive \$1,290 effective September 1, 2008; \$1,329 effective September 1, 2012 \$1,410 effective September 1, 2012 \$0.03.
September 1, 2012 \$014 in addition to their grid placement, subject to Article 9.03.

FOR THE UNION:

De 17,2012

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)/BOARD NEGOTIATIONS 2012

10.01 (a)

a) Subject to, and in accordance with, the terms and conditions set out in each Plan, the Board shall assume the under-noted contributions to the Plans, based upon full-time employment of Employees eligible to enrol in such Plans.

The Board shall assume single benefit coverage and basic life insurance for Employees unless family coverage is directed. unless otherwise directed.

FOR THE BOARD:

VESSE VESSE

PON DATED: OSUCOMBU 18 2012

VKLICLE AGREED UPON DATED:

AMEND 10.07

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10.07 b.)

The Board shall provide to APSSP, a copy of each of the current Master Benefit Plans and any subsequent revisions to such plans.

FOR THE BOARD:

VECOLIVION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

Loronda Kiar

YEATICLE AGREED UPON DATED:

AMEND

12.03

Sick Leave information shall be maintained in the Employee Portal which can be printed by Op or about October 33 of each year each Employee.

On or about October 31 of each year, each Employee shall be given a statement of cumulative sick leave-credits upon request to the Benefits of the Board, he/she shall be entitled to receive a statement of his/her cumulative sick leave-credits upon request to the Benefits of receive a statement.

FOR THE BOARD?

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)/BOARD NEGOTIATIONS 2012

ARTICLE AGREED UPON DATED: Lecanfer 18, 2012

AMEND

12.07 Medical Certificate Required

As a condition of sick leave payment, Employees must be prepared to produce a medical or dental certificate for an absence of five (5) or more consecutive working days. The Employer may waive the necessity of such certificate. Where the legitimacy of absence is of concern, the Board may request such certificate at any time for any absence claimed to be for illness.

FOR THE BOARD

VEROCIVIION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

Losombu 8, 2017

ARTICLE AGREED UPON DATED:

AMEND

An employee who is required to be absent because of jury duty, subpoens as a witness in any proceedings to which he/she is not part to or one (1) of the persons charged, or quarantine (as identified by the Medical Officer of Health) or Board related proceedings shall not be subject to loss of pay or deduction from sick leave credits. The Board may not grant payment in other result of a subpoena or jury duty to the employer. The Board may not grant payment in other court related matters.

FOR THE BOARD:

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)/BOARD NEGOTIATIONS 2012

ARTICLE AGREED UPON DATED: December 18, 2012

AMEND

12.16A Association Leave

Leave of absence with pay and without loss of seniority or sick leave credit will be granted, upon written request by the Association given not less than ten (10) working days prior to the requested leave, provided that the Association reimburses the Board for the full cost of salary, and benefits and other related costs involved. Such leave shall be confined to employees named in the written request and will be for a maximum of thirty (30) days per year. Should an emergency arise, the Employer may at its discretion consider requests made less than ten (10) working days in advance of the leave.

FOR THE BOARD

VECOLIVION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

ARTICLE AGREED UPON DATED: A COROLLA (S. 2012)

NEM

NEW Article 12.16 b)

At the request of the Association, provided that six (6) weeks advance notice is given to the Superintendent of Human Resources, the Board shall grant a member, or members of the Executive of the Association a leave of absence with pay for the duration of the term of office to an elected position, or any lesser period which may be requested by the Association, provided that the Association reimburses the Board for the full cost of salary, benefits and other related costs involved. Upon completion of the leave reasonable efforts will be made to return the employee to his/her previous assignment. Regardless of the length of the leave, full seniority rights shall be granted.

Should circumstances arise such that the notice period is less than six (6) weeks, a request can be made to the Superintendent of Human Resources. The Board shall grant the request subject to the operational needs of the Board.

FOR THE BOARD:

EOK THE UNION:

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)/BOARD NEGOTIATIONS 2012

Amend:

Article: 12.18 Deferred Salary Leave

Members have access to the Deferred Salary Leave Plan for APSSP, currently in force, including all available options. Information is available year round through the Office of the Superintendent of Human Resources, GAP #314, and on-line through the Board's Human Resources Portal. intranet site in Public Folders under Human-Resources.

DATED:

Dec 17,2012

FOR THE BOARD:

. Hovgan

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)/BOARD NEGOTIATIONS 2012

Amend:

13.03

Effective September 1, 1991, the The Board shall designate a pool of funds to be used for Professional Development purposes for members of this bargaining unit. The amount of this fund shall be \$3,500 \$4120., replenished annually on September 1, of each year and jointly administered by the Association and the Board through the Staff Development Department and designated Association representatives.

DATED:

FOR THE BOARD:

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)/BOARD NEGOTIATIONS 2012

ARTICLE AGREED UPON DATED: Que embu R, 2012

AMEND

14.02

Employees, who are appointed to Acting Chief of Service positions in any of the classifications as set out in Article 1.01, shall be excluded from the bargaining unit for a period not to exceed two (2) school years. Upon completion of the Acting Chief of Service assignment, the Employee will be returned to the bargaining unit without loss of seniority. For the duration of the acting administrative position, issues regarding discipline of APSSP members will be referred to the Superintendent of Special Education and Support Services or designate.

FOR THE BOARD:

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GENERAYNCE PROCEDURE

VELICLE 16

16.08 Failure to advance a grievance within ten (10) working days of Article 16.06, Step 2 c) shall mean the grievance has been abandoned. If the Board does not respond to a grievance within the time limits expressed, the grievor may proceed to the next step of the grievance procedure. The time limits reflected in this Article may be extended in the grievance procedure.

writing by mutual agreement.

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ARTICLE AGREED UPON DATED:

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The parties agree that the process of assigning APSSP members can be discussed in Joint Consultation.

FOR THE BOARD:

VECOLIVIOR OF PROFESSIONAL STUDENT SERVICES PERSONNEL

Amend: Article 22.01

FOR THE UNION:

FOR THE BOARD:

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loyer will send a notice of any postings to the President of the Association on the first day	The Emp	(0
Permanent employees who have successfully completed their probationary period are eligible to apply for postings.	(iii)	
date of posting.		
The Employer will accept applications for a period of five (5) working days from the first	(ii)	
All positions will be posted on the Board's website.	(i)	
ployer shall post, commencing on a pay day, all permanent positions as they become. The start date of the position will be determined by operational needs.	The Emp available	g)
smber 1, 2009:	ctive: Septe	Effe
ployer will send a notice of any postings to the President of the Association on the first	The Em 19 Yab	-(q
es english of the Postures		
Permanent employees who have successfully completed their probationary period	(iii)	٠
The Employer will accept applications for a period of ten (10) working days from the first date of posting. Permanent employees who have successfully completed their probationary period are clicible to enalty.	— (ii)	
the lirst date of posting. Permanent employees who have successfully completed their probationary period		
The Employer will accept applications for a period of ten (10) working days from the first date of posting. Permanent employees who have successfully completed their probationary period	——————————————————————————————————————	(0
ion will be determined by operational needs. All positions will be posted on the Board's website. The Employer will neeept applications for a period of ten (10) working days from the first date of posting. Permanent employees who have successfully completed their probationary period	etive: Sepi	

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)/BOARD NEGOTIATIONS 2012

when a permanent vacancy is to be filled by an external applicant, the Board will ensure

that the relevant Chief of Service, Senior CYW, Senior Social Worker or an APSSP

member from the specific discipline will be on the interview panel.

DATED: Dec 17, 2012
FOR THE BOARD: Speph Stian
John a. Horgan
FOR THE UNION:

Amend:

22.03

c)

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)/BOARD NEGOTIATIONS 2012

Amend:

22.05 a)

a) Facilitated transfer request forms are available year round for printing via the DP HR Portal through the Board's Intranet site in Public Folders under Human Resources. Any Child and Youth Worker wishing to apply for a facilitated transfer to another family of schools effective September 1 of the following school year shall complete the appropriate form and submit it to the Human Resources Department. Facilitated transfer requests will be received until April 30.

DATED:	Dec 17, 2012
FOR THE BOARD:	Joseph Gliser
	John a. Horgan
FOR THE UNION	
	Delia

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)/BOARD NEGOTIATIONS 2012

Amend:

22.06 Process for Placement of Surplus Child and Youth Workers

Surplus occurs when staff must be reassigned among Families of Schools and/or the Program/Special Education and Support Services Department.

In the event that reassignment is necessary, Child and Youth Workers who are interested in being contacted to take voluntary transfers, should indicate an interest in writing to the Senior Child and Youth Worker.

Family of School Process

In the event the Board identifies a surplus situation in a Family of Schools, the Human Resources Department in conjunction with the Family of Schools Superintendent shall:

- a) Review and grant applicable requests for Facilitated Transfer
- b) Failing (a), review and grant applicable informal requests for voluntary transfer made by Employees to the Senior Child and Youth Worker, or
- c) Failing (b), transfer the least senior Child and Youth Worker, in accordance with Article 14, from the Family of Schools where the complement is decreasing, to a Family of Schools/Program/Special Education and Support Services Department where the complement is increasing.

Program/Special Education and Support Services Department Process

In the event the Board identifies a surplus situation in the Program/Special Education and Support Services Department, it will be the Child and Youth Worker assigned to the specific program who will be deemed surplus, regardless of seniority, and then transferred to a Family of Schools where the complement is increasing.

FOR THE UNION:

Dec 17, 2012

Sceph Heiser

FOR THE UNION:

Dec 17, 2012

VEROUS VERON OF PROPESSIONAL STUDENT SERVICES PERSONNEL

Delete: Letter of Intent # 6 and # 7

FELLEK OF INTENT #6

The parties agree to establish a Joint Committee to develop an information package regarding Long Term Disability.

FELLEK OF INTENT #

The Board agrees to review the position and compensation for the Senior CYW Position.

In addition, the Board agrees to review the responsibility allowance provided to the Senior Psychologist and Senior Child and Youth-Worker provided under Article 9.04.

These results will be reviewed with the Association.

FOR THE BOARD:

FOR THE BOARD:

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ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)/BOARD NEGOTIATIONS 2012

ARTICLE AGREED UPON DATED: Desember 8, 20,2

AMEND

LOI #8

In the event of any Families of Schools reorganization, the parties agree to establish a Joint Committee to review the impact of any such reorganization on any APSSP member. Recommendations from the Committee are to be referred to Instructional Council through the Superintendent of Special Education and Support Services. The parties agree that, where possible, these matters will be brought forward for review through the Joint Consultation Committee meetings.

FOR THE BOARD:

VEROCIVIION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

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EOK THE UNION:

FOR THE BOARDS

Employee Relations Annual Reminders.

Employee Relations Annual Reminders.

Employee Relations Annual Reminders.

LOU # TBD: WORK SPACE AND SPACE NEEDS IN SCHOOLS

LOUT # TBD: WORK SPACE AND SPACE NEEDS IN SCHOOLS

Jee 17, 2012

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)/BOARD NEGOTIATIONS 2012

ARTICLE AGREED UPON DATED: <u>Seconber 181</u> 2012

NEW

NEW LOU # TBD:

MENTAL HEALTH DIRECTIVES

Should the Ministry of Education announce or implement any new Mental Health directives, the parties agree to meet and discuss potential impact, if any, on the Board and the Association. The parties agree that, where possible, these matters will be brought forward through the Joint Consultation Committee.

FOR THE BOARD

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)/BOARD NEGOTIATIONS 2012

ARTICLE AGREED UPON DATED: () Cember 18, 3012

Housekeeping

Throughout the Collective Agreement, there is a need to review and include the job title of Senior Social Worker (aligned to other Sr. Positions) as it is a new position to the bargaining unit (effective September 2011).

Articles referencing Senior positions are Articles:

1.01

5.03

8.03

9.04

22.03 c)

FOR THE BOARD