

COLLECTIVE AGREEMENT

between the

DISTRICT SCHOOL BOARD OF NIAGARA

and the

**ASSOCIATION OF
PROFESSIONAL STUDENT SERVICES PERSONNEL
(Niagara Chapter)**

JANUARY 1, 2009 - AUGUST 31, 2012

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ARTICLE 1 PREAMBLE

1.01 Whereas it is the desire of both parties to this Agreement :

- (1) To maintain and improve harmonious relations.
- (2) To recognize the mutual value of joint discussions.
- (3) To set forth formally rates of pay, hours of work, and certain other working conditions.
- (4) To promote the morale, well-being and security of all employees in the bargaining unit.
- (5) To encourage efficiency in operation.
- (6) To set out procedures for the negotiations of this agreement and procedures for dealing with grievances and complaints.

Now, therefore, the parties agree as follows ...

ARTICLE 2 RECOGNITION

2.01 The Board recognizes the Association of Professional Student Services Personnel, Niagara Chapter, as the sole and exclusive bargaining agent for all employees of the District School Board of Niagara in the District of Niagara regularly employed in professional student services related to psychology, social work, interpreting and counselling, including, for the purposes of clarity, the following:

- Interpreter
- Youth Counsellor
- Attendance Counsellor
- Resource Counsellor School Support Services
- Occupational Therapist
- Interdisciplinary Support Worker
- Psycho-educational Consultant
- Speech Language Pathologist
- Social Worker
- Psychological Associate

and excluding the Chief Psychologist, Supervisors and persons above the rank of Supervisor, teachers as defined by the *Education Act*, students employed during the summer months or on a co-op or work experience basis, or any other Employee covered under another collective agreement.

2.02 The word "employee" in this Agreement shall mean the Employees of whom the Association is the Bargaining Agent as set out in Article 2.01.

2.03 A) Positions established by the Parties and included in this bargaining unit may be filled by persons previously covered by other Collective Agreements, provided such persons are transferred to this bargaining unit upon their appointment to the position.

B) No employee will be transferred to a position outside of the bargaining unit without his/her consent.

C) The Board agrees to provide written notice and a role description to the Chairperson of the Chapter at least one (1) month in advance of advertising for and/or hiring into any newly created position appropriate to the bargaining unit as defined in Article 2.01. With two (2) weeks of notice, the Parties agree to meet to review the position, the role description and to negotiate the appropriate salary scale.

D) No employee covered by this collective agreement shall lose work or pay, as a result of the Board contracting out any of its work or services, or as a result of the Board assigning to any employees outside the bargaining unit the job functions normally carried out by the employees covered by this collective agreement.

2.04 All references to gender in this collective agreement shall be read to be inclusive of both the male and female gender.

2.05 Prior to the Board establishing a new job classification appropriate to this bargaining unit, deleting an existing classification from the bargaining unit, or making significant changes to existing roles, job content and/or responsibilities, the Board agrees to meet with Chapter representatives to review these matters. Where the matter is the addition of a classification and the parties are unable to agree on a wage rate, a policy grievance may be initiated in accordance with Article 7 of this Agreement.

- 2.06 Prior to contracting out any work normally performed by the bargaining unit, the Board will meet with the Association to consult on the matter.
- 2.07 The Board shall not engage or assign any employee outside of the bargaining unit to perform bargaining unit work in order to reduce the complement of the APSSP bargaining unit.
- 2.08 No employee shall be required or permitted to make any written or verbal agreement with the Board which may conflict with the terms of this Collective Agreement.

ARTICLE 3 UNION SECURITY

- 3.01 The Board and the Association both recognize that Employees of the Board in the Classifications mentioned in Schedule "A" shall be free to join or abstain from joining the Association, provided however, that if such employee is not a member of the Association, he/she shall be required to pay such dues as may hereinafter be stipulated and in the manner so provided.
- 3.02 The Employer agrees to deduct any monthly dues, initiations, or assessments levied upon all members of the Association in accordance with the Association's constitution and by-laws.
- 3.03 Deduction shall be made from the first pay of the month and shall be forwarded to the Treasurer of the Association within fifteen (15) days of the pay date for which the deduction was made accompanied by a listing of the names of all employees from whose wages the deductions have been made.
- 3.04 The amount of such regular monthly Association dues shall be certified in writing to the Board by the Treasurer of the Association at least two (2) months prior to any required changes.
- 3.05 The Association shall indemnify and save the Board harmless from any form of liability as a result of deduction authorized by the Association. Notwithstanding the above, the Board accepts responsibility for accurately deducting the authorized dues.

ARTICLE 4 EMPLOYER'S RIGHTS

4.01 The Association acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, layoff, classify, direct, transfer, promote, demote and suspend or otherwise discipline employees; and,
- (c) Generally manage the enterprises in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the services, objectives and all activities of the Board; direction of the working forces; the purchasing of services; the schedules of work; job content and qualifications; the number of members needed by the Board at any time; overtime; the number of hours of worked; starting and quitting times and dates; are solely and exclusively the right of the Board.
- (d) make, change and enforce reasonable rules and regulations governing the expectations of Members within the Education Act and the Regulations.

4.02 The Employer also has the right to make and alter from time to time the rules, regulations and policy to be observed by the employees provided that no change shall be made by the Employer in such rule, regulations and policy without prior notice to and discussion with the Association.

4.03 The Employer agrees that this function will be exercised in a manner consistent with the provisions of this Agreement, and a claim that the Employer has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance.

ARTICLE 5 DISCRIMINATION

5.01 The Parties agree to abide by the provisions of the Ontario Human Rights Code and there shall be no discrimination, restraint or coercion against any employee because of membership or lawful activity in the Association.

ARTICLE 6 RELATIONSHIP MEETINGS AND COMMITTEES

6.01 Joint Consultation Committee

Normally the Committee shall consist of three (3) members from each party (from the Association Chapter: President, Chief Negotiator, Chair of Grievance Committee; from the Board: the appropriate Supervisory Officer, H.R. Administrator) or designate for any of the above. This committee shall meet at least four (4) times per year unless such meeting is unnecessary due to lack of agenda items. Two (2) weeks in advance of each meeting, the Parties shall exchange agenda items. The purpose of the committee is to review, discuss, and endeavour to resolve satisfactorily, matters of mutual concern.

6.02 Association Business Leave

The President and other officials of the Association have regular duties to perform on behalf of the Board. No such Employees will absent themselves from their regular duties in order to deal with grievances or other Association business, nor will they leave their regular duties without receiving permission from their Supervisory Officer or designate. Such permission to leave will not be unreasonably withheld.

6.03 Negotiating Committee

At all bargaining meetings for the renewal Agreement, the Association may be represented by a Negotiating Committee composed of up to five (5) bargaining unit employees, inclusive of the Chapter President. At any time during negotiations for the renewal of this Collective Agreement, the parties may be represented by a representative of their respective associations and/or legal counsel.

6.04 In accordance with the provisions of Article 6.01, 6.02 and 6.03, the Board will continue to compensate officials of the Association for their time spent in servicing grievances and attending meetings during working hours, between the parties, excluding arbitration.

6.05 Association Leave

Association Officials may, at the discretion of the Supervisory Officer, upon request from the Chapter, be given leave for Association business to a maximum of fifteen (15) days per year, subject to full reimbursement of wages and benefits by the Association.

6.06 Association Meetings

- (a) The Board agrees that the Association may hold meetings at its work sites outside of the work day at no cost to the Association, provided that appropriate facilities are available and provided that there are no additional costs to the Board.
- (b) When a representative of the Association comes into a workplace in a school to speak to a member about Association business, the Association representative will first sign in at the Main Office and shall make their presence known to the Principal or Vice-Principal.

6.07 Youth Counsellor Allocation Committee

There shall be a Youth Counsellor Allocation Committee comprised of representatives from the Board and the Association. The purpose of this Committee will be to review the assignments of Youth Counsellors.

6.08 The Board will endeavour to communicate all changes in assignments for members of the Bargaining Unit by June 1st of each year.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURES

- 7.01 (a) A grievance shall be defined as any difference between the parties concerning the interpretation, application, administration or alleged violation of any term, provision or condition of this Collective Agreement.
- (b) The procedure set out herein shall constitute the formal procedure of the equitable resolution of grievances at the lowest administrative level without undue delay. It is understood that Employees have no grievance until they have first discussed the complaint with the appropriate supervisor without satisfaction.
- (c) Failure by the party lodging the grievance to proceed to the next step of the grievance procedure within the stated time lines shall result in the grievance being deemed to be settled in accordance with the decision rendered at the previous step. All decisions rendered in Steps 1 and 2 shall specify the facts and reasons upon which the decision is based. Failure of the party against whom the grievance is lodged to respond within the specified time limits shall entitle the grievor to proceed to the next step.
- (d) One or more of the steps in the grievance procedure may be omitted by the written consent of the parties, in respect of the processing of a particular grievance.
- 7.02 (a) All grievances shall be submitted in writing within the time limits specified and shall specify the fact(s) and the section or sections claimed to be violated or relied upon.
- (b) Either party may use alternates in lieu of the persons designated in the procedure.
- (c) The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations commencing at any step of the grievance-arbitration procedures.
- (d) In this Article, "days" shall mean working days and shall exclude Saturdays, Sundays and School Holidays.

- (e) At any stage of the grievance procedure including Arbitration, the conferring parties may have the assistance of the employee(s) concerned and any necessary witnesses.
- (f) The Association shall have the right to file a group grievance at Step 1, as set out below. The Association shall have the right to file a policy grievance at Step 1, as set out below, and the Board shall have the right to file a policy grievance at Step 2, as set out below.

7.03 Step 1 (Individual or Group Grievance)

- (a) Following the complaint stage under 7.01 (b), the Association shall submit the grievance to the Human Resources Senior Manager within fifteen (15) days of the grievor becoming aware of the incident or situation upon which the grievance is based.
- (b) Within ten (10) days of receipt of the grievance, the appropriate Supervisory Officer or designate shall arrange a meeting with the Association Representative. The Grievor(s) shall be in attendance if requested by either party.
- (c) Within five (5) days of the meeting the appropriate Supervisory Officer or designate shall render a decision in writing to the parties.

7.04 Step 1 (Policy Grievance)

A policy grievance filed at Step 1 by the Association shall be heard by the Superintendent of Human Resources (or designate) within ten (10) days. The Superintendent of Human Resources (or designate) shall answer the complaint, in writing, within five (5) days of the meeting.

7.05 Step 2 (Individual or Group Grievance)

- (a) Within ten (10) days of the receipt of the decision rendered at Step 1, the grievance may be submitted to the Human Resources Senior Manager.
- (b) Within ten (10) days of the receipt of the grievance, the Director of Education or designate shall convene a meeting with the Association to discuss the grievance. The Grievor(s) shall be in attendance if requested by either party.

- (c) Within five (5) days of the meeting the Director of Education or designate shall render a decision in writing to the parties.

7.06 Step 2 (Policy Grievance)

- (a) A policy grievance filed by the Association shall be heard at Step 2 by the Director of Education (or designate) within ten (10) days. The Director of Education (or designate) shall answer the complaint, in writing, within five (5) days of the meeting.
- (b) A policy grievance filed by the Board shall be heard by the Chapter President (or designate) within ten (10) days. The Chapter President (or designate) shall answer the complaint, in writing, within five (5) days of the meeting.

7.07 Arbitration

- (a) If the reply issued in Step 2 is unacceptable, either party may, within thirty (30) days of receiving the written reply, apply for arbitration and shall notify the other party in writing. The notice shall contain the name of the first party's appointee to an Arbitration Board.
- (b) Within five (5) days of receipt of notice to proceed to Arbitration, the Party receiving the notice shall respond in writing appointing its nominee to the Board of Arbitration.
- (c) Within fifteen (15) days of the appointment of the second nominee, the two (2) nominees will attempt to agree to a Chairperson. If unable to agree, the parties shall request a Chairperson be named by the Ministry of Labour.
- (d) Each of the parties hereto shall bear the expenses for the nominee appointed by it and the parties shall jointly bear the expenses for the Chairperson.
- (e) The Arbitrators shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decisions inconsistent with the provisions thereof.

- (f) The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority of such Board will be final and binding upon the parties hereto.
- (g) No Grievance shall be submitted for Arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The party receiving notice of arbitration may, within fifteen (15) days of its receipt, give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the Agreement. In such a case, the Arbitration Board shall endeavour to decide the matter on the merits. However such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitration Board shall reserve judgement on the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, the Arbitration Board shall not consider the matter further and the decision of the Employer, or the Association committee in the case of an Employer grievance, shall stand.
- (h) Upon the mutual consent of the Parties, the Board of Arbitration provided herein may be substituted for by a sole arbitrator appointed by the Parties. If the Parties are unable to agree on the selection of an arbitrator, the appointment shall be made by the Ministry of Labour.

7.08 If a grievance is not processed within the time limits provided, it shall be deemed to be abandoned unless the Parties mutually agree to extend the time lines.

7.09 All written grievances shall contain:

- (a) a description of how the alleged dispute is in violation of this Agreement; and
- (b) a statement of facts to support the grievance; and
- (c) the relief sought; and

- (d) the signatures of a duly authorized official of the Association or the Employer, in the case of an Employer grievance, and the employee(s) concerned.

7:10

Grievance Mediation/Arbitration

At any point in the grievance/arbitration process, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The time lines in the grievance/arbitration procedure shall be frozen at the time the parties mutually agree in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is to be terminated, the time lines in the grievance/arbitration procedure shall continue from the point at which they were frozen. The parties shall equally share all costs associated with the grievance mediation procedure in this article.

ARTICLE 8

DISCIPLINE AND DISCHARGE

8.01

Whenever it is necessary to notify an Employee that an employee's work performance may be detrimental to the employee's advancement or continued employment, such notice shall be made in writing and the employee shall have the right to have a copy of the report forwarded by the Employer to the Association Grievance Officer. Such written notice shall follow a verbal warning only where in the judgement of the Board there has not been sufficient improvement over the period of time specified in the verbal warning.

8.02

An employee shall be entitled to be accompanied by an Association representative when discipline is to be imposed. In cases where an employee is directed to attend a meeting where disciplinary action is to be served, the employee shall be informed of the nature of such meeting and advised of the right to be accompanied by an Association representative.

8.03 A claim by an employee that he or she has been disciplined or discharged, without just cause, shall be treated as a grievance in accordance with Article 7 herein. In the case of a suspension, the grievance shall be lodged at Step 1 of the grievance procedure, and in the case of a discharge, the grievance shall be lodged at Step 2 of the grievance procedure. Such grievances may be settled by confirming the Employer's action or by reinstating the employee with full compensation of time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or by the Arbitration Board.

8.04 Access to Personnel Files

Only one official employee file shall be kept for each employee in the Human Resources Department at the Board's Education Centre. An employee, or designate in writing, may review their personnel employee file. The employee (or designate) shall make application in writing, to the Human Resources Senior Manager, who shall upon receipt of the request arrange for access to the file within three(3) working_days. Before being allowed to access his or her file, the employee (or his/her designate) shall be required to provide proof of identity. Either party of this agreement may request that the employee review the file contents in the presence of an Association representative. Should the employee dispute the accuracy or completeness of any information contained in their file, the Board shall on receipt of a written request by the employee to the Human Resources Senior Manager stating the alleged inaccuracy, either confirm or amend the information.

8.05 Twenty-four (24) months following the issuance of any letter of discipline, the Employer shall remove the discipline from the employee's personnel file, provided that there has been no recurrence of that or a similar incident in the same twenty-four (24) month period.

If a report is removed from the employee's file, such report will not be relied upon by either Party in any subsequent disciplinary action or proceeding.

This Article shall not apply to disciplinary actions taken with employees for inappropriate conduct toward students or other Board staff, unless the action is subsequently altered through the grievance procedure.

8.06 The Board agrees that employee files, including files containing medical information and information pertaining to Criminal Reference Checks, shall be kept in a secure location at the Board's Education Centre.

ARTICLE 9 NO STRIKES OR LOCKOUTS

9.01 During the life of this Agreement, the Association agrees that there will be no strike and the Employer agrees that there will be no lockout. The definition of the words "strike" and "lockout" shall be those set forth in the *Ontario Labour Relations Act* as amended from time to time.

9.02 When other Board employees are on strike, a Member of the Association shall carry on their regular professional duties to the best of the Member's ability without assuming functions that are normally discharged by the Board employees on strike.

ARTICLE 10 LEAVE PLANS

10.01 Educational Leave

- (a) The Board may, upon the approval of the appropriate Supervisory Officer, grant a leave of absence for educational purposes without compensation, except as provided in Article 10.04(B). Such leave shall be for a maximum of up to twelve (12) months and shall not be unreasonably withheld. The purpose of this leave shall be to provide the employee with the opportunity for educational pursuit beneficial and related to the delivery of programs and services to the students of the District School Board of Niagara. The Board shall reinstate the person on leave to the same or a similar position to the one they left if practicable to do so without detriment to the effective and efficient operation of the department or school concerned.

- (b) The Board will pay seventy-five (75%) percent of the cost of any courses of study which in the opinion of the Board would better qualify the employee to perform his/her present or future work as may be required by the Board. Board approval of such courses must be obtained before starting the course and payment will be made on proof of successful completion of the course. Payment shall not exceed \$500 in any calendar year. Should the Board require an employee to upgrade his/her qualifications, the Board will pay the full cost of course fees for such upgrading.

10.02

Pregnancy Leave

- (a) A pregnant Employee with thirteen (13) weeks of employment before the expected birth date shall be granted an unpaid pregnancy leave of seventeen (17) weeks maximum duration.
- (b) An employee requesting such leave shall notify the H.R. Administrator, in writing, as far in advance of the requested commencement of the leave as possible but no less than two (2) weeks prior to the date on which the leave is to begin. Such written notice shall also contain a certificate from a legally qualified medical practitioner stating the expected birth date.
- (c) An employee who has given notice to begin a pregnancy leave may change the notice to an earlier date if the employee gives at least two (2) weeks written notice to the H.R. Administrator or to a later date if the employee gives at least two (2) weeks written notice to the H.R. Administrator prior to the date the leave was to begin.
- (d) An employee who has given notice to end a pregnancy leave may change the notice to an earlier date if the employee gives at least four (4) weeks written notice to the H.R. Administrator or to a later date if the employee gives at least four (4) weeks written notice to the H.R. Administrator prior to the date the leave was to end.
- (e) During the pregnancy leave, the employee shall continue to participate in the Employee Benefit plans outlined in Article 12.03 (excluding L.T.D. unless otherwise provided by the Insurance Carrier) and the Board shall continue to pay its share of premiums unless the employee elects, in writing, not to do so.

- (f) Seniority shall continue to accrue during pregnancy leave.
- (g) An employee returning from a pregnancy leave shall be reinstated to the position most recently held by the employee, if it still exists, or to a comparable position, if it does not.
- (h) The Employer shall provide for employees on pregnancy leave or adoption leave a supplementary employment benefits plan approved by the Human Resources Development Canada. The plan will pay an amount equal to the weekly benefit received from E.I. during the mandatory two week waiting period for Employment Insurance pregnancy benefits, provided that the employee is eligible for pregnancy or adoption leave benefits under E.I. laws and regulations. This plan shall be in effect during the life of the Collective Agreement.

10.03

Adoption and Parental Leave

- (a) An employee with thirteen (13) weeks of employment, who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time. Such an employee is entitled to a leave of absence of up to thirty-five (35) weeks if the employee also took pregnancy leave, and up to thirty-seven (37) weeks otherwise.
- (b) Parental / Adoption leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. However, the parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not come into the custody, care and control of a parent for the first time.
- (c) The employee requesting such leave shall notify the H. R. Administrator, in writing, as far in advance of the requested commencement of the leave as possible but no less than two (2) weeks prior to the beginning of the leave.

- (d) An employee who has given notice to begin parental leave may change the notice to an earlier date if the employee gives at least two (2) weeks written notice to the H.R. Administrator or to a later date if the employee gives at least two (2) weeks written notice to the H.R. Administrator prior to the date the leave was to begin. For employees who must stop work sooner than expected because of receiving a child, the *Employment Standards Act* provisions regarding notice shall apply. If the employee stops working because the child comes into the employee's custody, care and control earlier than expected, the parental leave will begin on the day that the employee stopped working, and written notice must be provided to the Board within two (2) weeks thereafter.
- (e) An employee who has given notice to end a parental leave may change the notice to an earlier date if the employee gives at least four (4) weeks written notice to the H. R. Administrator or to a later date if the employee gives at least four (4) weeks written notice to the H. R. Administrator prior to the date the leave was to end.
- (f) During parental leave, the employee shall continue to participate in the Employee Benefit Plans outlined in Article 12.03 (excluding L.T.D unless otherwise provided by the Insurance Carrier) and the Board shall continue to pay its share of the premiums unless the employee elects, in writing, not to do so.
- (g) Seniority shall continue to accrue during parental leave.
- (h) An employee returning from a parental leave shall be reinstated to the position most recently held by the employee, if it exists, or to a comparable position if it does not, as set out in the reinstatement provisions of the *Employment Standards Act, 2000*.

10.04

General Leave

- (a) The appropriate Supervisory Officer may upon written request of an employee grant a leave-of-absence for a period of up to one (1) year. Approval for leave under this Article shall not be unreasonably withheld.

- (b) Upon written request of an employee who has taken Adoption or Parental Leave under Article 10.03, the appropriate Supervisory Officer shall grant a leave-of-absence for a period of up to one (1) additional year.
- (c) Subject to the approval of the Board's insurance carrier(s), employees on leaves of absence as outlined in Article 10.01 and 10.04 (a) and (b) shall be permitted to maintain coverages in the Benefit Plan (except Long Term Disability Insurance) provided the employee pays to the Board, in advance of leave, the full cost of premiums.

10.05

Sick Leave

- (a) "Sick Leave" means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, quarantined because of exposure to contagious disease or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.
- (b) After five (5) consecutive days of absence, no Sick Leave Credits shall be allowed unless a certificate is furnished to the Employer by a legally qualified physician or dentist, certifying the employee's inability to carry out his/her duties due to personal injury or illness.
- (c) Notwithstanding the above, the Employer may require an employee to submit the certificate thereunder for a period of absence of less than five (5) days. The Employer shall, if required, reimburse the employee for the cost of obtaining a certificate when the period of absence is less than five (5) days.
- (d) Only absences occasioned by illness, injury, medical diagnosis, treatment and consultation of the employee shall be charged against the sick leave credit.
- (e) No payment under this section shall be made to an employee who is on an unpaid leave-of-absence granted in this Collective Agreement.

- (f) An employee with sick leave credits who is injured during the course of their employment, and loses time from work as a result of that injury or a work-related illness, will continue to be paid full salary and benefits for each day of absence. One (1) day will be deducted from sick leave credits for each day of absence until the claim has been approved by the Workplace Safety and Insurance Board. Once the claim has been approved, 75% of the sick days deducted will be reinstated, and the employee will lose 25% of a sick day for every day of absence on an approved claim. Once sick leave credits have been exhausted, the employee on an approved claim will be paid directly by the Workplace Safety and Insurance Board at the current legislated ratio of pay.

An employee without sick leave credits who is injured in the course of their employment, and loses time from work as a result of that injury or a work-related illness, will not receive any compensation until the Workplace Safety and Insurance Board approves their claim, and thereafter will receive pay directly from them at the current legislated ratio of pay. If the claim is not approved, there will be no compensation from the District School Board of Niagara or the Workplace Safety and Insurance Board.

- (g) An employee shall be entitled to two (2) days sick leave for each month that the employee works which will include time spent on paid leave of absence and paid holidays.
- (h) The unused portion of sick leave in a year shall be accumulated each month to a maximum of 300 days.
- (i) Employees working less than thirty-five (35) hours per week shall be granted a sick leave allowance pro-rated in the proportion that their hours of work bear to a normal thirty-five (35) hour work week.
- (j) Employees having sick leave accumulations in excess of three hundred (300) days as of December 31, 1998, under the provisions of the plan which applied to such employees as of that date, shall have all such accumulated sick leave recognized. However, additional annual credits shall not be accumulated as long as the employee's sick leave accumulation remains in excess of three hundred (300) days.

- (k) The Employer and the Association recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating employees who have been ill, injured or permanently disabled to enable their early and safe return to work. At any meeting to discuss an employee's return to work arrangements, the employee shall be entitled to Association representation, and the Employer shall so advise the employee. At the option of the employee, the Association representative shall be present at the meeting. Should the employee not want Association representation, a consent indicating that will be signed by the employee with a copy provided to the Association.

10.06

Bereavement Leave

A leave of absence with pay will be allowed in the event of a death in an employee's immediate family as follows:

- (a) Up to a total of five (5) days shall be allowed per bereavement by reason of the death of one of the following: father, mother, spouse, child, common-law spouse or any other relative who resided in the household. It is understood that for the purposes of this Article, "spouse" includes common-law and same sex partners.
- (b) Up to a total of three (3) days shall be allowed per bereavement by reason of the death of one of the following: brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or fiancé.
- (c) One (1) day shall be allowed per bereavement by reason of the death of a grandparent-in-law, aunt or uncle or to act as a pallbearer.
- (d) In the case of extenuating circumstances, application may be made to the Director or Education (or designate) for additional time under this clause. For any working days which fall in this period which are approved by the Director of Education (or designate), there shall be no deduction of pay.

Employees requesting leave under this Article shall notify their supervisors in advance of the taking of such leave and shall report the absence on the required form as soon as possible.

10.07

Miscellaneous Leave

(a) An employee with the prior approval of the appropriate Supervisory Officer may be absent from duty without loss of salary by reason of examinations and convocations as follows:

i) For the purpose of writing examinations, only the half-day period in which the examination occurs shall be granted. In addition to the half-day mentioned in the foregoing, one half-day shall be allowed for travel, if necessary, as determined by the appropriate Supervisory Officer.

ii) A half-day period is granted for an employee to attend his/her own post-secondary graduation ceremony or the post-secondary graduation of his/her son, daughter, husband, wife or fiancé. In addition to the half-day mentioned in the foregoing, one half-day shall be allowed for travel, if necessary, as determined by the appropriate Supervisory Officer.

(b) Religious Holidays

An employee shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay to a maximum of five (5) days in any one (1) year for the observance of religious holidays.

(c) Adoption Leave/Parental Leave

An employee shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay when adoption leave is not taken and it is necessary for the employee to attend on the day that an adoptive child is picked up or fathers attending on the day of birth of their child.

(d) Special Circumstances

Absence involving unusual or extenuating circumstances may be referred to the Director of Education (or designate) for consideration. Wherever possible, application should be made in advance. Payment or deduction of salary shall be based on a review of the conditions causing absence.

10.08 Witness and Jury Duty

- (a) An employee called for jury duty or subpoenaed as a witness shall absent himself/herself from work only long enough to carry out his/her duties. Such employee will be paid for his/her standard scheduled hours at his/her normal rate of pay for the period of absence required to attend to these duties.
- (b) The employee shall submit to the Employer a copy of the notice to appear as verification. Upon receipt of the notice, the Board shall pay the employee for his or her standard scheduled hours.

10.09 Employee Financed Leave Plan

The Employer's Policy on the Employee Financed Leave Plan, as set out in Administrative Procedure 5-4, shall remain in full force and effect during the term of this Agreement. This Policy shall not be altered without prior notice to and discussion with the Association.

10.10 Family Care Leave

An employee shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay to a maximum of three (3) days in any one (1) year for the purpose of tending to the employee's own children, parents, spouse, parent-in-law, or any other relative who resides in the household, in cases involving serious illness/ injury.

10.11 Family Medical Leave

All employees are entitled to family medical leave, as set out in the *Employment Standards Act 2004*.

ARTICLE 11 PAID HOLIDAYS AND VACATIONS

11.01 Regular employees shall receive the following holidays with pay providing they meet the eligibility requirements outlined in Article 11.02.

- | | |
|---------------|------------------|
| New Years Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Easter Monday | Boxing Day |
| Victoria Day | |

Four (4) additional days (including days in lieu of any other Statutory Holidays), to be observed during the Christmas School Break Period. The above four (4) additional days are deemed to be inclusive of Canada Day.

11.02 To qualify for holiday pay and/or vacation entitlements, the employee must have worked his/her regularly scheduled work day immediately before and after the paid holiday(s) or vacation day, unless the employee is on approved paid leave of absence including vacation, sick leave and compassionate leave or unless written permission for paid leave is obtained from the appropriate Superintendent or designate.

11.03 (a) Regular employees shall receive the following vacation entitlements:

<u>Years of Service by July 1st</u>	<u>Vacation Pay</u>
Less than 1 year	1 working day per month to a maximum of 10 days with pay
1 year but less than 3 years	10 days
3 years but less than 10 years	15 days
10 years but less than 17 years	20 days
17 years but less than 25 years	25 days
25 years and over	30 days

- (b) To promote continuity of earnings over the work year employees will receive their vacation pay on the following basis:
 - i) all regular week days during the work year when school classes are not in session save and except for Paid Holidays and Professional Activity Days as determined by the Board.
 - ii) the balance of vacation pay (i.e annual entitlement less those days set out in B(i) above) shall be paid to the employee by the end of May of each school year for all entitlements earned by the employee up to March 31st and by the end of September of the next school year for all remaining entitlements, subject to provisions of the Letter of Intent signed by the parties on Vacation Pay for 10 Month Employees, dated June 13, 2006.
- (c) Where hours of work for the employee concerned change over the course of the work year vacation pay entitlements shall be pro-rated accordingly.

ARTICLE 12 EMPLOYEE BENEFIT PLANS

12.01 All eligible employees shall participate or have the option to participate in the Ontario Municipal Employees Retirement System Pension Fund.

12.02 (a) It is agreed that the Employer will maintain the following benefit plans for current full time employees that are members of the Association. However, it is further understood and agreed that the Employer in making available the benefit plans set out in this Article has not agreed to act as an insurer itself. The benefit plans are underwritten by insurance companies and the actual provisions of the policies issued shall govern each plan.

(b) In the case of part-time employees (employed 17 ½ hours per week or more), the Employer shall provide contributions on a pro-rata basis.

12.03

The Employee Benefits and the Employer contribution to premium costs shall be as follows :

- (a) There shall be a Basic Life Insurance Plan providing for two (2) times annual earnings, with the premium fully paid by the employee.
- (b) There shall be Optional Dependent Life Insurance available at either \$20,000 (spouse) / \$10,000 (each child) or \$40,000 (spouse) / \$20,000 each child, with the premium fully paid by the employee.
- (c) Effective January 1, 2009, the Employer shall pay \$1.612 per hundred toward the premium cost of the existing Long Term Disability Plan.
- (d) Effective January 1, 2009, the Employer shall pay \$63.75 per month for single coverage or \$144.80 per month for family coverage for the existing Extended Health Insurance Plan, subject to any modifications or changes that may be agreed upon by the Parties. The existing Plan shall include the following : Pay Direct Drug Benefits, Supplementary Health Care, Out-of-Province Emergency and Travel Assistance, and Vision Benefits.

Effective January 1, 2010 the Employer shall pay \$65.66 per month for single coverage or \$149.14 per month for family coverage

Effective January 1, 2011 the Employer shall pay \$67.63 per month for single coverage or \$153.61 per month for family coverage

Effective January 1, 2012 the Employer shall pay \$69.66 per month for single coverage or \$158.22 per month for family coverage

- (e) Effective January 1, 2009, the Employer shall pay \$4.72 per month for single coverage or \$15.92 per month for family coverage for the existing Semi-Private Hospital coverage, subject to any modifications or changes that may be agreed upon by the Parties.

Effective January 1, 2010, the Employer shall pay \$4.86 per month for single coverage or \$16.40 per month for family coverage.

Effective January 1, 2011, the Employer shall pay \$5.01 per month for single coverage or \$16.89 per month for family coverage.

Effective January 1, 2012, the Employer shall pay \$5.16 per month for single coverage or \$17.40 per month for family coverage.

- (f) Effective January 1, 2009, the Employer shall pay \$43.68 for single coverage or \$116.60 per month for family coverage for the existing Dental Care Plan, subject to any modifications or changes that may be agreed upon by the Parties. The existing Plan shall include the following : Basic Services, Endodontic and Periodontic Services, Denture, Bridge and Crown Repairs, Dentures, Crowns and Bridges, and Orthodontic Services.

Effective January 1, 2010, the Employer shall pay \$44.99 per month for single coverage or \$120.10 per month for family coverage.

Effective January 1, 2011, the Employer shall pay \$46.34 per month for single coverage or \$123.70 per month for family coverage.

Effective January 1, 2012, the Employer shall pay \$43.73 per month for single coverage or \$127.41 per month for family coverage.

12.04 Employees are liable to the Board for the overpayment of health and welfare premiums resulting from their failure to notify the Board of changes in their insurance status.

- 12.05 (a) The Association will appoint two (2) representatives to sit on the District School Board of Niagara's Benefits Review Committee.
- (b) The Committee shall meet on a quarterly basis to examine the utilization data and review the financial status of the Employee Benefit Plans to ensure the plans maximize the delivery of benefits to Association members and limits cost increases to the Board.
- (c) The Association members shall meet with the Board representatives as required to allocate funds to benefits and to make any decisions relevant to application of benefits to this bargaining unit.

Note : The Board will deposit \$30,000 to offset the deficit existing in the Bargaining Unit's Benefits Bank Account as of August 31, 2008.

ARTICLE 13 BENEFITS UPON TERMINATION

(Applicable to employees of the former Niagara South Board of Education only)

13.01 Employees continuously employed under the Collective Agreement between A.P.S.S.P. and the former Niagara South Board of Education on December 31, 1997 shall be entitled to the following benefits upon termination:

13.02 (a) Fifty percent (50%) of the accumulated sick leave credits to a maximum of one-half (1/2) years salary shall be paid to an employee on retirement after twenty (20) years of service. A retiring employee with less than twenty (20) years but more than five (5) years of service shall be entitled to a payment of one-twentieth (1/20) of the above amount for each year of service. The definition of retirement shall be set forth in the policies of the District School Board of Niagara.

(b) Fifty percent (50%) of accumulated sick leave credits to a maximum of one-half (1/2) year's salary shall be paid to an employee upon termination of employment for reasons other retirement or discharge for cause after twenty (20) years of service. A terminating employee with less than twenty (20) years but more than ten (10) years of services shall be entitled to payment of one twentieth (1/20) of the above amount for each year of service.

(c) Payments under this article shall be in accordance with the following formulae for eligible employees:

i) for employees employed on a 10-month basis at the date of eligibility:

$$50\% \quad X \quad \text{Annual Salary} \quad X \quad \frac{\text{Unused Sick Leave Credits}}{200} \quad X \quad \frac{\text{Years of Continuous Service}}{20}$$

ii) for employees employed on a 12-month basis at the date of eligibility:

$$50\% \quad X \quad \text{Annual Salary} \quad X \quad \frac{\text{Unused Sick Leave Credits}}{260} \quad X \quad \frac{\text{Years of Continuous Service}}{20}$$

- (d) In no case shall the numerators in the above formulae exceed the denominators.
- (e) In no case shall the payment exceed one-half of one year's salary at the time of leaving.

13.03 On the death of an employee of the Board before retirement, a death benefit on an amount equal to the retirement gratuity (as computed in accordance with the provisions of Article 13.01) at the time of death of such employee shall be paid to the widow or widower, or if there be no such persons, to his/her estate.

ARTICLE 14 NOTICES

14.01 Employees shall keep the Employer informed of their current address and telephone numbers.

14.02 All correspondence dealing with policy between the parties arising out of these agreements or incidental thereto, shall pass to and from the H.R. Administrator or Supervisory Officer and the Secretary, Chief Negotiator, Grievance Officer or President of the Association, as appropriate.

14.03 The Association shall be permitted to post Association notices on bulletin Boards provided all such notices have been signed by an official of the Association.

ARTICLE 15 SENIORITY

15.01 Newly hired employees shall be considered on a probationary basis for a period of six (6) continuous working months from the date of hire. During the probationary period, employees shall be entitled to all rights and privileges of this agreement (except with respect to lawful discharge). All employees being hired in consecutive term positions will complete their probationary period only once. Months of employment shall be considered for accrual, and may be carried to the next school term to complete probation.

- 15.02 (a) Seniority is defined as the length of service since the last date of hire with the District School Board of Niagara or predecessor Boards and shall be used in determining preference or priority for promotions consistent with the provisions of Article 16.03 and for layoffs and recall, provided that the employee possesses the qualifications and ability to perform the job. Seniority shall operate on a bargaining unit basis.
- (b) The Board shall maintain a seniority list which will rank employees by most recent date of hire and will include the employee's job title. A copy of this list shall be given electronically to the Association no later than October 15th indicating seniority as of August 31st. In the event that the Association challenges the accuracy of the list within thirty (30) days and such challenge has merit, the Board shall revise the list to make it accurate. Following this process or the expiration of the thirty (30) days, the list shall be deemed to be accurate and shall be used as specified in the Collective Agreement. Copies of the Seniority List will be posted on the Board's internal web site.
- (c) Seniority status shall be maintained during any approved leave of absence granted pursuant to Article 10 or Article 6.
- (d) Seniority status shall be maintained upon any transfer within the bargaining unit.

15.03 Temporary Employees

- (a) Temporary employees are those employees hired by the Board for short-term employment of up to one (1) school year.

- (b) Temporary employees accrue seniority and service credits from date of hire, but cannot exercise such seniority over a permanent employee.
- (c) Temporary employees whose term of employment exceeds three (3) consecutive school months are entitled to all employee benefits under the Employee Benefit Plans (Article 12.03).
- (d) Temporary employees who are appointed by the Board to a permanent position within the bargaining unit will have their probationary period decreased by the length of seniority already accumulated, and any such employee with greater than six (6) months seniority shall be considered to have completed probation. The seniority and service credits accrued, plus appropriate sick leave credits, will be credited to the employee upon appointment to a permanent position.
- (e) Temporary employees who work for the Board for more than two (2) consecutive school years where more than six (6) consecutive school months count as one school year shall, upon the commencement of the third school year be treated under this Collective Agreement as permanent employees, with seniority service, and sick leave credits as described in (d) above.
- (f) The parties to this Agreement may mutually agree to modify or extend the timelines set out in (e) above in special circumstances for a temporary employee who will be working for the Board for more than two (2) consecutive school years.

15.04

An employee shall lose seniority and employment shall terminate in the event the employee:

- i) is discharged for just cause and is not reinstated;
- ii) resigns;
- iii) is absent from work for five (5) working days or more without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;

- iv) fails to return to work to a job classification previously held within seven (7) calendar days following lay-off and after being notified by registered mail to do so unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address;
- v) is laid off for a period longer than two (2) years. In the event that a bargaining unit member successfully applies for a position in an experimental program with which the Board is an affiliated sponsor, then such employee may retain seniority in the bargaining unit for a period of up to two (2) years.

15.05 Where it is necessary to reduce the number of staff within a job classification, such reduction(s) shall be made on the basis of the least senior employee in the classification. Employees so affected shall have the right to displace the least senior employee in any job classification for which the laid-off employee is qualified and has greater seniority or accept the layoff. Failure or inability to exercise this right of displacement shall result in the employee being laid off.

15.06 No employee with seniority shall be laid-off or remain on layoff while a probationary or temporary employee is employed at a job in that seniority employee's job classification or at a job which the seniority employee is qualified and willing to perform.

15.07 The Board will provide the Association with as much prior notice as is practical but not less than three (3) months notice of layoff and will meet with the Association to review the reasons for the layoff, the method of implementation, and the employee(s) to be laid off. Unless legislation is more favourable and where the duration of the lay-off is to exceed thirteen (13) consecutive weeks, the Board will provide three (3) months' notice of layoff, or pay in lieu of notice, to affected employees.

15.08 Where it is necessary to reduce the number of hours of employment within a job classification, the Employer shall first consider the layoff of individual employees within the job classification.

- 15.09 Employees shall be recalled in the order of seniority, provided that an employee who is recalled is qualified to perform the available work.
- 15.10 Permanent employees who are laid off will be retained on the seniority list for two (2) years from the date of layoff. During the two year period, the employee may be subject to recall to work. Employees on the recall list shall keep the Employer informed in writing, of any change of address and/or telephone number required by the Employer to contact them for possible assignment.

ARTICLE 16 JOB POSTINGS

- 16.01 When a vacancy of a continuous nature occurs in any classifications in the bargaining unit, the Employer shall send out an electronic copy of the posting to all members of the bargaining unit on the Board's APSSP e-mail group and a hard copy of the posting shall be forwarded to the Secretary of the Association. The posting shall be posted for a period of seven (7) consecutive working days. In this article, a vacancy shall mean those of a continuing nature which may arise through retirement, resignation, termination or the establishment of a new position within the bargaining unit. Where the Employer decides not to fill a vacancy in the bargaining unit, the Employer agrees to notify the Association, in writing, of this decision with the reasons for the decision.
- 16.02 Applications from employees who wish to be considered for the vacancy must be submitted in writing or electronically to the Board within the said posting period of seven (7) consecutive working days.
- 16.03 Present employees who apply for a job posting shall be given consideration before a new employee is hired. In the event there are no bargaining unit members who hold the qualifications for the opening, the Board may consider internal and external applicants concurrently. In filling job vacancies, the Board will first consider the candidates' qualifications to meet the requirements of the position as outlined on the posting and then it will consider the following factors:

- i) seniority;
- ii) efficiency, skill and ability to do the normal requirements of the job(s);

and where all factors except seniority are relatively equal, then seniority shall be the deciding factor.

16.04 An employee who successfully applies for a posted position shall be placed on a trial period of thirty (30) working days. Should it be determined that the employee is not able to perform the work to the satisfaction of the Employer, or should the employee find he/she is not willing to perform, this employee may be returned to his/her previous position and rate of pay.

16.05 In the event that a job posting arises during the summer months the Employer may fill such a posting with a temporary employee and post the position at the beginning of the next school year. If the Employer decides to fill the vacancy permanently during the summer months, the Board shall notify, by mail, all employees in the Association concerned.

16.06 In the event the Board assumes programmes, previously funded by other sources with positions appropriate to the bargaining unit, the Employer will post any resultant vacant positions.

16.07 In the filling of temporary vacancies, the Employer where practical, shall give consideration to existing employees who have expressed an interest in working within that job classification.

ARTICLE 17 WORK YEAR AND HOURS OF WORK

17.01 The standard work week shall be thirty-five (35) hours per week, normally 8:30 a.m. to 4:30 p.m. Monday to Friday, including an unpaid lunch hour and two fifteen (15) minute rest periods each day. Where the appropriate Supervisory Officer or designate requires an employee to work beyond the normal working hours, the employee shall be entitled to receive compensation at one and a half times (1 ½ x) their hourly rate, either in time off or pay. Time off shall be taken at a time mutually arranged between the employee and the appropriate Supervisory Officer or designate.

The overtime worked and manner in which it will be paid out (i.e. time off or pay) shall be mutually agreed to by the employee and the appropriate Supervisory Officer or designate.

17.02 The work year shall be the School Year as established by the Ministry of Education and the District School Board of Niagara.

17.03 The Board does not guarantee the above hours of work or work year but before any permanent change is made, there will be prior notice to, and if so requested discussion with the Association.

17.04 An employee may request that the regular hours of work be changed from full-time to an arrangement of less than full-time by submitting a request to the appropriate Superintendent. In the event that the Employer approves the change in hours of work, the Employer will provide written confirmation of the change in hours of work to the employee, with a copy to the President of the Association. The reduction in hours of work shall be for no longer than one (1) year although the Superintendent has the discretion to renew the arrangement on a year-to-year basis, at the request of the employee and with notice to the President of the Association.

In filling the remaining hours of the employee's schedule, consideration will first be given to employees in the same classification who work less than full-time hours, on the basis of seniority.

17.05 An employee covered by this Collective Agreement may, subject to available funding, voluntarily work up to two (2) weeks during the summer months. The Board will notify the Chapter President of any employee covered by this Collective Agreement who is working during the summer months, prior to the commencement of the voluntary assignment.

ARTICLE 18

GENERAL

18.01 With respect to the execution of an employee's professional duties and responsibilities, the Board shall continue to provide Comprehensive Liability Insurance for members of the Association in accordance with the existing policy (Ontario School Boards Insurance Exchange or equivalent).

18.02 Code of Ethics

Where an employee is required by the Employer or by legislation respecting elementary and secondary education to maintain membership in a professional association in order to carry out the duties assigned by the Employer, the Code of Ethics of the professional association shall form part of the employment contract between the Board and the employee. In the event that compliance with a direction of the Employer would place an employee in violation of such employee's code of professional ethics, the issue shall be immediately brought to the attention of the appropriate Supervisory Officer for resolution.

18.03 Employees required to use their own vehicles in the performance of their duties shall be reimbursed in accordance with the Board's policy on Travel Allowance.

ARTICLE 19 METHOD OF PAY

19.01 The Employer agrees to pay every second week by direct deposit to the Canadian bank, trust company or credit union of the employee's choice. Where the regular scheduled pay date falls on a legal bank holiday, the employee shall be paid on the preceding banking day. The statement of earnings and deductions shall be forwarded to all Employees no later than the next regularly scheduled courier date following the date of transfer.

19.02 A schedule of pay dates shall be forwarded to each work site at the commencement of the school year.

ARTICLE 20 HEALTH AND SAFETY

20.01 The parties agree to observe the provisions and regulations of the *Occupational Health and Safety Act* as it relates to the Joint Health and Safety Committee and the safety and health of employees covered under this agreement. All employees shall cooperate with the Employer in the prevention of accidents and shall make through the Joint Health and Safety Committee representations to the Employer as to the prevention of accidents.

ARTICLE 21 PROFESSIONAL DEVELOPMENT

- 21.01 The Employer and the Association share a desire to improve professional standards by giving employees the opportunity to participate in relevant seminars, workshops, courses or similar programs to keep up-to-date with knowledge in their respective fields. Such programs are to be arranged in advance and with consultation and approval of the appropriate Supervisory Officer or designate.

- 21.02 Staff development opportunities will be distributed in an equitable manner to members within the bargaining unit with due consideration to departmental priorities.

- 21.03 When attending approved conferences, an employee will suffer no loss in salary, benefits or seniority.

- 21.04 An employee invited to participate in a conference or convention as a presenter shall, subject to consultation and approval of the appropriate Supervisory Officer or designate, be granted leave with pay for this purpose.

- 21.05 Where the Employer requires an employee to attend a conference, workshop, or seminar, the Employer will fully reimburse the employee for all related expenses.

ARTICLE 22 CREDIT FOR PAST EXPERIENCE

- 22.01 At the discretion of the appropriate Supervisory Officer, related professional experience may be recognized to grant credit of up to one (1) increment below the maximum levels on the appropriate salary scale in Appendix A for each year of prior professional experience.

- 22.02 An "acceptable year of professional experience" shall be defined as one (1) year of relevant full-time employment, or the amount of time equivalent to one (1) year of full-time employment but accumulated through part-time employment.

22.03 "Relevant employment" is defined as employment with a recognized professional agency or organization acceptable to the Board.

22.04 Under no circumstances may recognition of any past professional experience result in the salary for an employee exceeding the salary level maximum in the salary schedule.

22.05 It shall be the responsibility of the employee to produce evidence of such professional experience at the time of hiring.

22.06 DEGREE ALLOWANCE

Employees shall be entitled to a one time payment of \$1,750 for a Doctorate degree from a recognized university. The employee shall qualify for only one Doctorate of Philosophy degree and this allowance shall be paid out once the employee has submitted proof of successful completion of the degree to the Board. This shall apply to all employees who currently have a Doctorate of Philosophy degree, and to those who attain such a degree in the future.

ARTICLE 23 COPIES OF THE COLLECTIVE AGREEMENT

23.01 The Employer agrees to post this Collective Agreement on the District School Board of Niagara's internal web site within thirty (30) days of the signing of the Agreement, and refer new employees to same at the time of hiring.

23.02 The Board agrees to provide twenty (20) hard copies of the Collective Agreement to the Chapter President within thirty (30) days of the signing of the Agreement.

ARTICLE 24 DURATION OF AGREEMENT

24.01 This Agreement comes into force upon ratification and expires on August 31, 2012.

- 24.02 This Agreement shall be automatically renewed from year to year thereafter, unless notice by registered mail or delivery in person, by either party to the other party for amendment is given in the ninety (90) day period prior to the agreement's expiration or an anniversary of such date.
- 24.03 In the event of notice being given, negotiations shall begin within fifteen (15) days following receipt of notification unless mutually agreed otherwise.
- 24.04 During negotiations upon any proposed new or revised Agreement, this Agreement shall remain in full force and effect until a new or revised Agreement is signed or until the conciliation procedure outlined in the *Labour Relations Act* has been completed, whichever shall occur first.

Association of Professional Student Services
 Personnel - Niagara Chapter

Weekly Salary Grid
 Schedule A
 (Effective January 1, 2009)

The weekly salaries set out herein apply to a normal work week of thirty-five (35) hours. Employees working for less than thirty-five (35) hours per week shall receive the above rates pro-rated in accordance with the percentage of time employed.

Wage Level	Classification	Start Step 1 \$	Step 2 \$	Step 3 \$	Step 4 \$	Step 5 \$	Step 6 \$
1	Interpreter	811.56	844.78	878.91	916.54	954.09	
2	Youth Counsellor	1116.06	1133.13	1150.44	1167.76	1185.15	
3	Attendance Counsellor Resource Counsellor - Student Support Services Occupational Therapist	1339.35	1372.56	1406.70	1444.33	1492.53	
4	Interdisciplinary Support Worker	1348.81					
5	Psycho-Educational Consultant	1407.09	1452.52	1505.88	1566.93	1630.72	1697.43
6	Speech Language Pathologist Social Worker	1390.43	1628.15	1637.24	1662.41	1688.01	1714.02
7	Psychological Associate	1694.83	1740.26	1793.62	1854.68	1918.47	1985.17

Association of Professional Student Services
Personnel - Niagara Chapter

Weekly Salary Grid
Schedule A
(Effective January 1, 2010)

The weekly salaries set out herein apply to a normal work week of thirty-five (35) hours. Employees working for less than thirty-five (35) hours per week shall receive the above rates pro-rated in accordance with the percentage of time employed.

Wage Level	Classification	Start Step 1 \$	Step 2 \$	Step 3 \$	Step 4 \$	Step 5 \$	Step 6 \$
1	Interpreter	835.91	870.12	905.28	944.04	982.71	
2	Youth Counsellor	1149.54	1167.12	1184.95	1202.79	1220.71	
3	Attendance Counsellor	1379.54	1413.74	1448.90	1487.66	1537.31	
	Resource Counsellor - Student Support Services						
	Occupational Therapist						
4	Interdisciplinary Support Worker	1389.27					
5	Psycho-Educational Consultant	1449.30	1496.10	1551.06	1613.94	1679.64	1748.35
6	Speech Language Pathologist	1432.14	1677.00	1686.36	1712.28	1738.65	1765.44
	Social Worker						
7	Psychological Associate	1745.68	1792.47	1847.43	1910.32	1976.02	2044.73

Association of Professional Student Services
Personnel - Niagara Chapter

Weekly Salary Grid
Schedule A
(Effective January 1, 2011)

The weekly salaries set out herein apply to a normal work week of thirty-five (35) hours. Employees working for less than thirty-five (35) hours per week shall receive the above rates pro-rated in accordance with the percentage of time employed.

Wage Level	Classification	Start Step 1 \$	Step 2 \$	Step 3 \$	Step 4 \$	Step 5 \$	Step 6 \$
1	Interpreter	860.99	896.22	932.44	972.36	1012.19	
2	Youth Counsellor	1184.03	1202.13	1220.50	1238.87	1257.33	
3	Attendance Counsellor Resource Counsellor - Student Support Services Occupational Therapist	1420.93	1456.15	1492.37	1532.29	1583.43	
4	Interdisciplinary Support Worker	1430.95					
5	Psycho-Educational Consultant	1492.78	1540.98	1597.59	1662.36	1730.03	1800.80
6	Speech Language Pathologist Social Worker	1475.10	1727.31	1736.95	1763.65	1790.81	1818.40
7	Psychological Associate	1798.05	1846.24	1902.85	1967.63	2035.30	2106.07

Association of Professional Student Services
Personnel - Niagara Chapter

Weekly Salary Grid
Schedule A
(Effective January 1, 2012)

The weekly salaries set out herein apply to a normal work week of thirty-five (35) hours. Employees working for less than thirty-five (35) hours per week shall receive the above rates pro-rated in accordance with the percentage of time employed.

Wage Level	Classification	Start Step 1 \$	Step 2 \$	Step 3 \$	Step 4 \$	Step 5 \$	Step 6 \$
1	Interpreter	886.82	923.11	960.41	1001.53	1042.56	
2	Youth Counsellor	1219.55	1238.19	1257.12	1276.04	1295.05	
3	Attendance Counsellor Resource Counsellor - Student Support Services Occupational Therapist	1463.56	1499.84	1537.14	1578.26	1603.93	
4	Interdisciplinary Support Worker	1473.88					
5	Psycho-Educational Consultant	1537.56	1587.21	1645.52	1712.23	1781.93	1854.82
6	Speech Language Pathologist Social Worker	1519.35	1779.13	1789.06	1816.56	1844.53	1872.95
7	Psychological Associate	1851.99	1901.63	1959.94	2026.66	2096.36	2169.25

Notes to Schedule "A"

1. Subject to the approval of the appropriate Supervisory Officer, Employees shall proceed to the next Wage Level annually on January 1st of each year.
2. Upon promotion to a higher classification, an Employee will be compensated at the rate of the new classification which corresponds to the Employee's Wage Level at the effective date of promotion.
3. The Parties agree that the Pay Equity Plan dated March 1, 2004 has been maintained free of gender bias.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives at

St. Catharines, Ontario this 18th day of December, 2008

**For the Association of
Professional Student Services
Personnel - Niagara Chapter :**

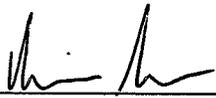
Clairie Summers

Linda Stewart

Lenny Chouvalant

Danielle Reynes

**For the District School
Board of Niagara :**


(K. C. Maves, Chair)


(W. R. Hoshizaki, Director of
Education and Secretary)

LETTER OF INTENT No. 2
between the
DISTRICT SCHOOL BOARD OF NIAGARA
and the
ASSOCIATION OF
PROFESSIONAL STUDENT SERVICES PERSONNEL
(Niagara Chapter)

re : Article 11 (Paid Holidays and Vacation)
Vacation Pay for 10 Month Employees

1. After considering various options, the parties have agreed to the pay out of vacation pay for 10 month employees covered by this Agreement in accordance with the procedure set out in attached excel spreadsheet (Appendix A). Under this arrangement :
 - (a) The employer will allocate three (3) days vacation during the Christmas break;
 - (b) allocate five (5) days vacation during the March Break; and
 - (c) pay out all remaining vacation day entitlements earned by the employee up to March 31st each year in May.
 - (d) The vacation entitlement days earned for the months of April, May and June will be paid out in September of each year, along with any necessary adjustments.
- Note : Attached Appendix A sets out the process which will be followed for the pay out of vacation pay to 10 month employees with 10, 15, 20, 25 and 30 days annual vacation entitlement. Employees with ten (10) days vacation entitlement will not have a negative amount deducted from their pay for the amount accrued to March 31st and any necessary adjustment will be deferred to the September pay out.
2. The employer agrees that if the government makes any changes in Employment Insurance that would affect the above vacation payout, the parties will meet to readdress this issue.
3. The parties further agree that the above arrangement will commence in the 2006 year and will continue until such time that the parties can negotiate mutually acceptable language for inclusion in a new collective agreement.

On behalf of the :
Association of Professional Student
Services Personnel (Niagara Chapter)

Claire Summers

Linda Stewart

Serg Meredon

Donna Reynolds

On behalf of the :
District School Board of Niagara

L. Campbell

W. Magee

P. L. Dean

E. Jones

Dated at St. Catharines, Ontario this 18th day of December, 2008

Appendix A

District School Board of Niagara

Vacation Payments for CUPE Office 10 Month & APSSP Employees

Examples :

Employees----	A	B	C	D	E
Vacation Days owing July 01, 2005 to June 30, 2006	10	15	20	25	30
Vacation Days owing up-to March 31, 2006 (@.70)	7	10.5	14	17.5	21
Less: days used up-to March 31, 2006					
3 days at Winter Break and 5 days at March Break	-8	-8	-8	-8	-8
<hr/>					
Vacation Days owing at March 31, 2006	-1	2.5	6	9.5	13
*no adjust.					
*will not deduct negative amounts - net against Sept.					
Vacation Days owing April/May/June (@30%)	3	4.5	6	7.5	9
<hr/>					
Vacation Days owing in September	3	4.5	6	7.5	9
<hr/>					
Vacation Days Paid					
Winter Break	3	3	3	3	3
March Break	5	5	5	5	5
May Pay-out (up to March 31, 2006)	0	2.5	6	9.5	13
September Pay-out	2	4.5	6	7.5	9
<hr/>					
Total Vacation Days Paid	10	15	20	25	30

Note : negative amounts due to March 31 accrual will not be adjusted until the September pay-out

LETTER OF INTENT No. 3
between the
DISTRICT SCHOOL BOARD OF NIAGARA
and the
ASSOCIATION OF
PROFESSIONAL STUDENT SERVICES PERSONNEL
(Niagara Chapter)

re : Benefits Review Committee

The parties hereby agree that the Benefits Review Committee shall continue to operate, subject to the following provisions :

1. The Committee shall include representatives from the Chapter and representatives from the Board.
2. Any other Agent/Agencies that the parties mutually agree will assist their deliberations may be invited to attend Committee meetings to provide information. These individuals shall not be part of the decision-making and/or voting procedure.
3. Areas to be explored by the Committee shall include, but are not limited to the :
 - (a) selection of outside benefit consultants;
 - (b) total amount of funds budgeted for benefit contributions for Local members.
 - (c) methodology used to calculate monthly premium amounts;
 - (d) methodology used to calculate monthly premium amounts for benefits enhancements;
 - (e) rates of inflation utilized in calculating current and projected benefit premiums;
 - (f) utilization of each type of benefit expenditure;
 - (g) determination of disbursements of premium funds;
 - (h) examination of provincial trends regarding benefit funding contributions;
 - (i) benefit funding generated by the provincial funding formula.

4. The Committee shall meet on a quarterly basis to examine the utilization data and review the financial status of the benefit plan to ensure the benefit plan maximizes the delivery of benefits to employees and limits cost increases to the Board.
5. The Committee will review the existing benefits plans and investigate alternative models of benefits provisions.
6. By mutual consent of the Chapter and the Board, the Committee may make recommendations for plan improvements for consideration and decision-making by the Board during the term of this Agreement.

On behalf of :
Association of Professional Student
Services Personnel, Niagara Chapter

Claire Summers
Linda Stewart
Serg Anandakant
Danielle Reynolds

On behalf of the :
District School Board of Niagara

L. Campbell
[Signature]
12 Peter L. Sloan
[Signature]

Dated at St. Catharines, Ontario this 18th day of December, 2008

LETTER OF UNDERSTANDING No. 1
between the
DISTRICT SCHOOL BOARD OF NIAGARA
and the
ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL
(NIAGARA CHAPTER)

Adequate Space, Privacy and Resources

The Parties agree that all employees require access to telephone, adequate space, privacy and resources to enable them to perform their professional duties in a confidential manner. The Joint Consultation Committee will meet at the request of either Party to address any continuing concerns in this area. The School Support Administrator will be included in any such meeting.

On behalf of :
Association of Professional Student
Services Personnel, Niagara Chapter

On behalf of the :
District School Board of Niagara

Clairie Summers

Linda Stewart

Serg Choubeles

Danielle Reynard

A. Campbell

J. Madigan

Peter L. Hagan

E. Goyen

Dated at St. Catharines, Ontario this 18th day of December, 2008

LETTER OF UNDERSTANDING No. 2
between the
DISTRICT SCHOOL BOARD OF NIAGARA
and the
ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL
(NIAGARA CHAPTER)

Travel Allowance

The Parties agree to meet to discuss the application of the Board's policy on Travel Allowance to APSSP members within thirty (30) days of ratification. Letter of Intent No. 1 in the January 1, 2007 - December 31, 2008 Collective Agreement will expire on December 31, 2008

On behalf of :
Association of Professional Student
Services Personnel, Niagara Chapter

Clairie Summers

Linda Stewart

Jerry Mamberloub

Danielle Reynard

On behalf of the :
District School Board of Niagara

L. Campbell

[Signature]

John L. Sloan

E. George

Dated at St. Catharines, Ontario this 18th day of December, 2008

LETTER OF UNDERSTANDING No. 3
between the
DISTRICT SCHOOL BOARD OF NIAGARA
and the
ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL
(NIAGARA CHAPTER)

The District School Board of Niagara and Association of Professional Student Services Personnel (Niagara Chapter) are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly-funded education.

This Letter of Understanding shall not be considered as part of the collective agreement between the parties and shall not be raised or referred to in any grievances and/or arbitration proceedings between the parties.

On behalf of :
Association of Professional Student
Services Personnel, Niagara Chapter

Clairie Seemans

Linda Stewart

Gary Ombelani

Danielle Reynolds

On behalf of the :
District School Board of Niagara

L. Campbell

J. M. ...

Peter ...

E. ...

Dated at St. Catharines, Ontario this 18th day of December, 2008

LETTER OF UNDERSTANDING No. 4
between the
DISTRICT SCHOOL BOARD OF NIAGARA
and the
ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL
(NIAGARA CHAPTER)

Transfer of Professional Development Funds

In accordance with the conditions set out in Section 3 of the PDT Agreement dated May 14, 2008, the Board will transfer the Bargaining Unit's proportional share of the one-time enhancement directly to the Bargaining Unit by December 31, 2008, for the purpose of professional development, training and equipment.

The allocation for the use of the Bargaining Unit's proportional share of the Ministry of Education's funding enhancements for Professional Development and Training in the GSN shall be the ratio between the Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-07 Financial Statements. The Board shall share the financial analysis and calculations of this allocation with the Association.

The Association agrees to indemnify and hold harmless the Board from any liability for accounting or income tax purposes.

The Parties agree that commencing January 1, 2009, the Board shall ensure that a mechanism is in place to provide the Bargaining Unit with opportunities to provide input on professional development and training. The Parties will meet to discuss the nature of this mechanism.

On behalf of :
Association of Professional Student
Services Personnel, Niagara Chapter

Clairie Summers
Linda Stewart
Gary Alambert
Danielle Reynolds

On behalf of the :
District School Board of Niagara

L. Campbell
[Signature]
Patricia L. Dean
E. George

Dated at St. Catharines, Ontario this 18th day of December, 2008

LETTER OF UNDERSTANDING No. 5
between the
DISTRICT SCHOOL BOARD OF NIAGARA
and the
ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL
(NIAGARA CHAPTER)

Staffing Funding Enhancement for 2009-10
Professional and Para-Professionals

The Parties note the Government's intention to enhance the level of Professional and Para-Professional Supports in the Elementary Pupil Foundation Grant as follows: 0.33 staff per 1,000 elementary pupils in 2009-10 under this enhancement.

The Board will apply this enhancement in 2009-10 up to the value of the Board's share of the new allocation in the following order:

- Offset staff reductions in Professional and Para-Professional Support Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;
- Use all remaining funds to hire additional unionized Board-employed Professional and Para-Professional Supports in 2009-10, up to the value of the Board's share of this new allocation, to enhance direct services to students with special needs and/or at-risk students, targeted to the following job categories: attendance counsellors, social workers, youth counsellors and resource counsellors - school support services, as well as professionals and para-professionals who provide support for special education such as speech language pathologists and providers of psychological services. Special consideration will be given to the needs of Grade 7 and 8 Students.

The Board will share the financial analysis and calculations of this allocation with the Bargaining Unit.

LETTER OF UNDERSTANDING No. 6
between the
DISTRICT SCHOOL BOARD OF NIAGARA
and the
ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL
(NIAGARA CHAPTER)

re : Benefits Improvement - PDT Agreement

In accordance with the terms of the Provincial Discussion Table (PDT) Agreement dated May 14, 2008, the District School Board of Niagara and Association of Professional Student Services Personnel, Niagara Chapter will meet to review and apply the Additional Enhancement Monies for the enhancement of benefits to be effective September 1, 2010.

The local Bargaining Unit's share of the Board's allocation under the enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-09 Financial Statements. In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining Unit shall be excluded. The Board agrees to spend no less than the Bargaining Unit's allocated amount under this enhancement.

The Board shall share the financial analysis and calculations of this allocation with the local Bargaining Unit.

On behalf of :
Association of Professional Student
Services Personnel, Niagara Chapter

On behalf of the :
District School Board of Niagara

Clairi Summers

L. Campbell

Linda Stewart

W. M. [Signature]

Greg [Signature]

P. [Signature]

Danielle Reynolds

E. [Signature]

Dated at St. Catharines, Ontario this 18th day of December, 2008

LETTER OF UNDERSTANDING No. 7
between the
DISTRICT SCHOOL BOARD OF NIAGARA
and the
ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL
(NIAGARA CHAPTER)

Protocol Template and Guiding Principles

Whereas the parties to the PDT agreement have stated their intention to develop a Protocol and/or Guiding Principles for partnerships with external agencies in the area of regulated health professionals, social service professionals and paraprofessionals, the Board and the Association agree to discuss such Protocol and/or Guiding Principles when published, in the Joint Consultation Committee in order to apply them to local circumstances.

On behalf of :
Association of Professional Student
Services Personnel, Niagara Chapter

Clairie Summers

Linda Stewart

Greg Chamberland

Donielle Reynard

On behalf of the :
District School Board of Niagara

L. Campbell

J. M. [unclear]

Peter Wilson

E. Guzy

Dated at St. Catharines, Ontario this 18th day of December, 2008

LETTER OF UNDERSTANDING No. 8
between the
DISTRICT SCHOOL BOARD OF NIAGARA
and the
ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL
(NIAGARA CHAPTER)

PDT Provincial Committees

The Board agrees that in the event a member of the Bargaining Unit is appointed to a provincial committee arising out of the PDT Agreement, the employee will not suffer loss of pay or benefits for time spent attending committee meetings.

Whereas the Ministry of Education has made the commitment to pay all expenses related to participation on these committees, it is further agreed that any money received by the employee directly from the Ministry in this regard, exclusive of travel allowance and living expenses, shall be remitted to the Board.

On behalf of :
Association of Professional Student
Services Personnel, Niagara Chapter

Clairi Summers
Linda Stewart
Henry Moulton
Danielle Reynolds

On behalf of the :
District School Board of Niagara

L. Campbell
[Signature]
[Signature]
E. Gray

Dated at St. Catharines, Ontario this 18th day of December, 2008

LETTER OF UNDERSTANDING No. 9
between the
DISTRICT SCHOOL BOARD OF NIAGARA
and the
ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL
(NIAGARA CHAPTER)

Article 12 - Employee Benefit Plans

The Parties agree to meet with representatives from Sun Life Financial to make changes to the Employee Benefits Program, effective September 1, 2009, for members of the Bargaining Unit.

On behalf of :
Association of Professional Student
Services Personnel, Niagara Chapter

Clairie Summers

Luella Stewart

Henry Chamberland

Donelle Reynolds

On behalf of the :
District School Board of Niagara

L. Campbell

[Signature]

[Signature]

[Signature]

Dated at St. Catharines, Ontario this 18th day of December, 2008