

COLLECTIVE AGREEMENT

between

**WATERLOO CATHOLIC DISTRICT
SCHOOL BOARD**

Hereinafter referred to as "the Board"

and

**THE ASSOCIATION OF PROFESSIONAL
STUDENT SERVICES PERSONNEL**

Hereinafter referred to as "the Association"

WATERLOO CHAPTER

September 1, 2008 to August 31, 2012

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE.....	5
ARTICLE 2 - RECOGNITION.....	5
ARTICLE 3 - DEFINITIONS.....	5
ARTICLE 4 - MANAGEMENT RIGHTS.....	6
ARTICLE 5 - COMMUNICATIONS.....	6
ARTICLE 6 - NO CESSATION OF WORK.....	7
ARTICLE 7 - ASSOCIATION REPRESENTATION.....	8
ARTICLE 8 - SENIORITY AND SERVICE.....	10
ARTICLE 9 - COMPLAINT PROCEDURE.....	11
ARTICLE 10 - GRIEVANCE PROCEDURE.....	11
ARTICLE 11 - ARBITRATION PROCEDURE.....	13
ARTICLE 12 - DISCHARGE AND DISCIPLINE.....	14
ARTICLE 13 - ACCESS TO FILES.....	14
ARTICLE 14 - CODE OF ETHICS.....	15
ARTICLE 15 - STAFFING CHANGES.....	15
ARTICLE 16 - LAYOFF AND RECALL.....	17

ARTICLE 17 - PROFESSIONAL DEVELOPMENT	18
ARTICLE 18 - LEGAL LIABILITY COVERAGE	18
ARTICLE 19 - LEAVES OF ABSENCE.....	18
ARTICLE 20 - EMPLOYEE BENEFITS	22
ARTICLE 21 - PENSION PLAN	24
ARTICLE 22 - HEALTH AND SAFETY.....	25
ARTICLE 23 - PAID HOLIDAYS	26
ARTICLE 24 - GENERAL	26
ARTICLE 25 - REMUNERATION	27
ARTICLE 26 - DURATION AND RENEWAL.....	28
APPENDIX A SALARY GRIDS.....	30
APPENDIX B - DEFERRED SALARY LEAVE GUIDELINES	31
Letter of Understanding – Retroactivity.....	35
Letter of Understanding – Preamble	35
Letter of Understanding - Professional Development and Training.....	35
Letter of Understanding - Professional Development Fund	35
Letter of Understanding – Part-time Positions.....	35

Letter of Understanding - Request for a Reduction of Full-Time Equivalent Employment Status	35
Letter of Understanding - Group Benefits.....	36
Letter of Understanding - Provincial PDT Committees	36
Letter of Understanding- Professional and Paraprofessional Supports PDT Funding	37
Letter of Understanding - Protocol Template and/or Guiding Principles for Partnerships with External Agencies.....	37

ARTICLE 1 - PURPOSE

- 1.01 It is a common goal of the Board, the Association, and the employees to provide the best possible educational Support Services for the children of this community; and to achieve the common goal of Catholic Education, it is essential that the Board, the Association, and the employees maintain the harmonious relationship that exists between them; and it is the purpose of this Agreement to make herein provisions for salaries, benefits and those conditions of employment as specified in this Agreement to provide for an orderly method of settling grievances which may arise from time to time.

ARTICLE 2 - RECOGNITION

- 2.01 The Board recognises the Association as the sole and exclusive bargaining agent for all employees employed by the Board to provide services as social workers, psychoeducational consultants, speech-language pathologists, psychologists and attendance counsellors, save and except supervisory officers, persons above the rank of supervisory officer, students on work placements and persons covered by subsistent collective agreements between other employee groups and the Board.

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

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

ARTICLE 3 - DEFINITIONS

- 3.01 In this agreement:
- (a) "Board" and "Employer" mean the Waterloo Catholic District School Board;
 - (b) "Association" means the Association of Professional Student Services Personnel (Provincial), and "Chapter" means the Waterloo Chapter (Local) of the Association;
 - (c) "employee" and "employees" mean any or all of the employees in this bargaining unit as provided for in the Recognition Clause;
 - (d) "permanent" employee means an employee who is employed on a regular, continuing basis, either full-time or part-time, who is not on a temporary contract, and who has completed the probationary period;

- (e) (i) "temporary" employees are those employees hired by the Board on a temporary basis, and whose period of employment is for more than twenty (20) consecutive working days but is not longer than one (1) full school year or;
- (ii) employees hired to replace permanent employees who are on a leave of absence.
- (iii) For the purpose of this Collective Agreement, temporary employees hired after January 26, 2006 will be covered under this Collective Agreement except for the following from Article 8: 8.01, 8.02, 8.03 and 8.04 Seniority and Service.
- (f) "probationary" employees are those employees who have not completed the probationary period as set out in this agreement;
- (g) "part-time employees" are those employees who work less than five (5) full working days per week for the Board;
- (h) "full-time employees" are those employees who work five (5) full working days per week;
- (i) "working days" and "days" mean any day that is a regular working day for members of this bargaining unit.
- (j) "work year" means the school year.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this agreement and subject to the provisions of relevant provincial and federal legislation and regulations.

ARTICLE 5 - COMMUNICATIONS

- 5.01 Except as otherwise provided in this agreement, all correspondence from the Board to the Chapter shall be forwarded to the Secretary of the Chapter. The Chapter shall advise the Board in writing of the name and address of the Secretary and shall keep that information current. All correspondence from the Chapter to the Board shall be forwarded to the Senior Manager of Human Resources, or designate.
- 5.02 The Board shall supply to the Chapter the names, and work locations of all employees covered by this agreement on an annual basis, by October 31 of

each year. The Chapter shall supply to the Board the names of its Executive and various committee members following each election and/or change.

5.03 The Board shall supply to the Chapter in writing the names, and work locations of any newly hired employees indicating the classification, rate of pay, and amount of experience credited to the employee, within ten (10) working days of the hire date. The Board shall further supply the Chapter with names of any employees who resign, retire, take a leave of absence, are laid-off or recalled, or are discharged within ten (10) working days of the leaving or recall date.

5.04 The Board shall supply to all newly hired employees a copy of the current collective agreement at the time of hire.

5.05 Upon completion of the negotiations to determine the provisions of this collective agreement, the Board shall print sufficient copies for the members, Board personnel and Association personnel, and the Board shall distribute copies to the membership of the bargaining unit within forty-five (45) days of the signing of the memorandum of settlement.

5.06 Bulletin Boards

The Board shall supply a Bulletin Board in a place easily seen by bargaining unit members for the use of the Chapter and for posting of Board notices applicable to the employees.

ARTICLE 6 - NO CESSATION OF WORK

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

Notwithstanding the foregoing, student services staff members may strike and the Board may lock out the Student Services Staff in accordance with the provisions of the Ontario Labour Relations Act as amended from time to time.

6.02 During any work stoppage by other employee groups within the Board, employees covered by this agreement shall perform only their usual professional

duties, except in emergency situations where a student's physical safety depends on a response by the employee.

This exception is not intended to require scheduled, routine, supervision of students by APSSP employees during work stoppages by other employee groups.

ARTICLE 7 - ASSOCIATION REPRESENTATION

7.01 Membership

The Board and the Association agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Association, or by reason of any activity or lack of activity in the Association.

7.02 Association Meetings on Board Premises

(a) The Chapter may request the use of a room to conduct Association business. This request must not interfere with the instructional program or community use and shall have the approval of the immediate supervisor.

(b) The Chapter shall have access to the use of the internal courier service and printing/copying of e-mail and faxes.

7.03 No Discrimination

The parties agree there shall be no discrimination against any employee as per the Ontario Human Rights Code.

7.04 Monthly Dues Deduction

Once each month the Board shall deduct from the pay of each employee who is covered by this Agreement to whom any pay is due in that month, and who has attained one month's service, an amount equal to the regular monthly Association dues. The Association shall notify the Board in writing of the amount of such dues prior to September 1st of each year, and from time to time subsequently if the dues change. The monthly amount deducted from each employee shall be remitted to the Treasurer of the Provincial Association through direct deposit, along with a list of those employees for whom deductions were made to be sent to the Provincial Association and the Chapter, in a timely manner.

7.05 Negotiations Committee

For the purposes of negotiations between the parties, the Board shall recognise a Negotiating Committee of up to three (3) members of the Association, plus an outside consultant if desired. Meetings held between the parties for the purpose of negotiating renewals to this collective agreement up to and including conciliation will be held during normal working hours whenever possible, and committee members will suffer no loss in pay or benefits for time spent in such meetings.

The Association acknowledges that the Committee members have regular duties which must be performed on behalf of the Employer and that such employees will not leave their regular duties without obtaining permission to do so from their Superintendent or designate. Permission to leave their regular duties will not be unreasonably withheld by the affected Superintendent or designate.

7.06 Grievance Committee

The Chapter may appoint or otherwise select up to two (2) members to constitute a Grievance Committee. The Board will recognize members of this Committee upon notification under Article 5.02, for the purposes set out in the Grievance and Arbitration procedures of this agreement. Committee members attending discipline meetings and/or grievance meetings shall suffer no loss in pay or benefits for time spent in such meetings.

The Association acknowledges that the Association Committee has regular duties which must be performed on behalf of the Employer and that such employees will not leave their regular duties without obtaining permission to do so from their Superintendent or designate. Permission to leave their regular duties will not be unreasonably withheld by the affected Superintendent or designate.

7.07 Joint Consultation Committee

A Joint Consultation Committee shall be established to consider matters of mutual interest to the Association and the Board. Each party shall be entitled to up to three (3) representatives on this committee, and may from time to time as required, invite other persons to attend meetings of this committee if related to agenda items. The Committee shall meet bi-monthly when agenda items justify, during the term of this collective agreement, but not while bargaining for renewal is on-going. Agenda items will be exchanged in advance whenever possible. Meetings will normally be held during regular working hours, and committee members shall suffer no loss in pay or benefits while attending such meetings.

ARTICLE 8 - SENIORITY AND SERVICE

8.01 Seniority

Seniority shall be established within each professional classification as described in Article 2.01, and shall be determined in accordance with last date of hire, except where otherwise provided for in this agreement.

8.02 Probation

Employees who have satisfactorily completed six (6) school months of service with the Board shall be deemed to have completed their probationary period, and shall be granted seniority as of the date of hire.

8.03 Seniority Lists

The Board shall supply a seniority list to the Chapter by November 30th of each year, with an effective date of October 31st of each year. In the event the list is inaccurate, the Chapter may challenge the list within sixty (60) working days of the release of the list, and if the list is amended, the revised list shall be supplied to the Chapter as soon as possible. Copies of the list will be sent to each employee, and will be available from the Board upon request by any employee.

8.04 Service Credits

Service Credits accumulate while an employee is actively at work, on a paid leave of absence or on a pregnancy or parental leave. Breaks in a calendar year arising from the School Year schedule do not count as breaks in service.

8.05 Temporary Employees

- (a) Nothing herein shall prevent the Board from making temporary transfers or hiring temporary substitutes in case of emergency, illness, etc.
- (b) Temporary employees as defined in 3.01 (e) do not have seniority rights
- (c) In the event that a temporary employee applies for and is granted a permanent position he/she shall be required to complete the probationary period set out in 8.02, unless his/her service is greater than nine (9) school months as a temporary employee, in which case the probationary period will be three (3) school months of service with the Board. Upon completion of probation, the employee's seniority date and service credits shall be retroactive to the last date of hire inclusive of all continuous service in the Bargaining Unit prior to the date of permanent appointment.

ARTICLE 9 - COMPLAINT PROCEDURE

STEP 1

- 9.01 It is the mutual desire of the parties hereto that complaints will be adjusted as quickly as possible.
- 9.02 If an employee has a complaint, he/she shall first take it up verbally with his/her Supervisor within two (2) months of the incident giving rise to the complaint. The Supervisor shall give an answer within ten (10) working days after the employee has lodged the complaint.
- 9.03 If a common complaint concerning two or more members arises it may be brought forward as a group complaint. It must first be brought up verbally with the members' Supervisor within two (2) months of the incident giving rise to the complaint. The Supervisor shall give an answer within ten (10) working days after the group has lodged the complaint.

ARTICLE 10 - GRIEVANCE PROCEDURE

STEP 2

- 10.01 If the complaint as noted in 9.02 or 9.03 is not settled, it shall be put in writing and submitted as an individual grievance (in the case of 9.02) or as a group grievance (in the case of 9.03) by the Chapter Grievance Co-ordinator, or designate, to the Human Resource Services Officer, or designate, within ten (10) working days of the Step 1 reply. Whenever possible, the written complaint shall indicate the specific Article of the Agreement that is being violated. It is understood, however, that a grievance is a difference between the parties concerning the interpretation, application, administration, or alleged violation of this Agreement, including whether a matter is arbitrable.

At the request of either party, the Human Resource Services Officer or designate, will meet with the grievor(s) and the Chapter Grievance Committee to discuss the matter.

The decision of the Human Resource Services Officer, or designate, shall be communicated in writing to the grievor(s) and the Chapter Grievance Committee within ten (10) working days of receipt of the written grievance.

STEP 3

- 10.02 If the grievance is not satisfactorily settled, the Chapter Grievance Co-ordinator, or designate may submit the grievance to the Superintendent or designate, within ten (10) working days of the Step 2 reply. The Superintendent, or designate, will meet with the grievor(s) and the Chapter Grievance Committee to discuss the matter.

The decision of the Superintendent, or designate, will be communicated to the Chapter Grievance Co-ordinator, or designate, in writing within ten (10) working days of receipt of the written grievance. It is understood that either party may request a meeting to take place prior to referring the grievance to arbitration.

STEP 4

10.03 If the grievance is not settled at Step 3, it may be referred to arbitration, providing that the referral to arbitration is communicated to the Senior Manager of Human Resources within thirty (30) days of receipt of the Step 3 reply.

10.04 Policy Grievance

(a) Where differences arise between the parties concerning the interpretation, application, administration or alleged violation of this Agreement which may be considered as policy matters, the difference shall be put in writing by the Chapter Grievance Co-ordinator, or designate, and submitted to the Superintendent, or designate, within one (1) month of the incident giving rise to the grievance. The reply of the Superintendent, or designate, will be within ten (10) working days of receipt.

The Association shall identify in the grievance the remedy that will make whole the Members/Associations' damages that it is alleging.

(b) If the matter of the policy grievance is not satisfactorily settled by the Superintendent, or designate, it is understood that it may be carried forward to conclusion as outlined in 10.03 herein.

10.05 Discharge Grievance

If any employee claims that they have been unjustly discharged they may, within ten (10) working days of receiving written notification of discharge, a copy of such notification having been sent to the Chapter Grievance Co-ordinator, or designate, have a written grievance submitted to the Senior Manager of Human Resources, or designate, by the Chapter Grievance Co-ordinator, or designate. The Senior Manager of Human Resources, or designate, will call a meeting to discuss the grievance.

If the grievance is not satisfactorily settled, it may be carried forward to conclusion as outlined in 10:03 herein.

10.06 A representative of the Association will be allowed at any stage of the Complaint and/or Grievance Procedure to make representation on behalf of the Association or an employee. The Board will be allowed representation at any stage of the Complaint and/or Grievance Procedure.

- 10.07 All Article 10 - Grievance Procedure timelines may be extended by mutual consent of the parties.

ARTICLE 11 - ARBITRATION PROCEDURE

- 11.01 When either party requests that a grievance, including whether a matter is arbitrable, be submitted to arbitration the request shall be in writing addressed to the other party of the grievance and shall at the same time name one person as its appointee to the Arbitration Board or its desire to use a single arbitrator as per 11.08 herein.
- 11.02 The recipient of the notice shall, within twenty (20) days of receipt of same, name one person as its appointee to the Arbitration Board.
- 11.03 The two (2) appointees shall, within ten (10) days of the appointment of the latter, meet or contact each other in an endeavour to agree upon a third person to act as Chairperson. If the two (2) appointees fail to agree upon a Chairperson within the said ten (10) days, they shall request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairperson forthwith.
- 11.04 The proceedings of the Arbitration Board shall be expedited by the Employer and the Chapter. It is understood and agreed that the Board of Arbitration appointed pursuant to this Article shall have the powers, rights, privileges and jurisdiction of an Arbitrator under the Labour Relations Act of Ontario. The Decision of the majority of such Board shall be final and binding upon the parties, but the Board of Arbitration shall not be authorized to make any decision or recommendation inconsistent with the provisions of this Agreement, nor shall they have the power to add to, subtract from or modify any of the terms of this Agreement.
- 11.05 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 11.06 Each party shall bear the expense of its own appointee and its witnesses and the expense of the Chairperson shall be shared equally by both parties. No costs of any arbitration shall be awarded to or against either party.
- 11.07 No person may be appointed as an arbitrator who has been involved in any attempt to settle the grievance.
- 11.08 Nothing in this Agreement or the other subsections of this article shall prevent the parties to this Agreement from agreeing on a single arbitrator, to hear and decide any matter which may be referred to arbitration. If the parties agree to the use of a single arbitrator, then the cost of such arbitrator shall be shared equally by the parties.

At the time of referral to Arbitration under 11.01, the referring party will indicate its desire to use a single arbitrator. If the second party is in agreement, then the parties will follow the process in 11.03. If the second party rejects the request,

then it will provide the name of its appointee to the initiating party within twenty (20) days of the first letter.

- 11.09 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitration Board to have access to any part of the Employer's premises to view any working condition which may be relevant to the settlement of the grievance.

ARTICLE 12 - DISCHARGE AND DISCIPLINE

- 12.01 No employee shall be discharged or disciplined without just cause. A claim by an employee that he or she has been discharged without just cause shall be treated as a grievance in accordance with 10:05 of this agreement. Grievances against discipline will commence at 9:02 of this agreement.
- 12.02 Any employee who is subject to any discipline or to discharge shall be entitled to Association representation at the time the discipline or discharge is imposed and at all subsequent meetings on the matter. The employee shall be advised in advance of his/her right to representation, and as to the nature of the meeting.
- 12.03 The Board will provide a written reason(s) for any discipline, including warnings which may lead to discipline, imposed on any employee to the Chapter and to the employee within ten (10) working days of the date of the discipline.
- 12.04 When the Board receives a complaint regarding the work or conduct of an employee which will be either investigated or filed, the Board shall bring such complaint to the attention of the employee as soon as possible, and in any event, no later than ten (10) working days after the receipt of the complaint. The employee will be given the opportunity to explain or refute the complaint. If the complaint is to be placed on the employee's file, the employee shall initial the document as having been read, and shall have the opportunity to add his/her comments prior to the document being filed.

ARTICLE 13 - ACCESS TO FILES

- 13.01 Access to Files and Performance Evaluations
- A copy of any completed evaluation which is to be placed in an employee's file shall first be reviewed with the employee. The employee shall initial the document as having been read, and shall have the opportunity to add his/her comments prior to the document being filed.
- 13.02 Upon at least one day's notice to the Senior Manager of Human Resources or designate, each employee is entitled to access to all his/her files for the purpose of reviewing their contents in the presence of management. A copy of any document in the files will be provided to the employee upon request.

- 13.03 Any letter of warning, reprimand, suspension or other sanction shall be removed from the record of an employee eighteen (18) months following the receipt of such letter or sanction provided that the employee's record has been discipline-free for the full eighteen (18) months. It is understood that this eighteen (18) month period does not include any school break periods, nor any other period of authorized leave of absence.

ARTICLE 14 - CODE OF ETHICS

- 14.01 The Board acknowledges that employees in this bargaining unit are obligated to comply with the Professional Code of Ethics applicable to each employee's particular profession. Copies will be provided to the Board if so requested in writing by the Board.

ARTICLE 15 - STAFFING CHANGES

15.01 Job Postings

- (a) Where a permanent job vacancy exists which the Board intends to fill (including all part-time or full-time positions), the Board shall post such vacancies by notifying, by e-mail, each permanent employee in the affected professional classification and the Secretary of the Chapter. A permanent employee may apply for the posted position for up to ten (10) working days. If two (2) or more employees have applied for the position, selection will be made on the basis of skill, competence, ability, knowledge and training; if these factors are on balance equal, then seniority shall prevail.

If no suitable applicants from within the bargaining unit have been received, then temporary employees and outside applicants can be interviewed.

- (b) A part-time permanent employee of the Bargaining Unit will inform their Supervisor in writing of their interest in being considered for temporary assignments. The Board will consider the Bargaining Unit member to fill such temporary assignments.

- (c) Where a temporary job vacancy exists which the Board intends to fill, the Board will :
- i) First review the applications of employees identified under Clause 15.01 b). Where a suitable candidate is identified, they will be offered the position. If two (2) or more employees have applied for the position, selection will be made on the basis of skill, competence, ability, knowledge and training; if these factors are on balance equal, then seniority shall prevail.
 - ii) Where no permanent employee has requested consideration under 15.01 b) or no suitable candidate is identified, the Board will review the applications from active temporary employees. Selection will be made on the basis of skill, competence, ability, knowledge and training. Where a suitable active temporary candidate is identified, they will be offered the position. Where no temporary active employee has applied or no suitable candidate is identified from active temporary employees, the Board may use any means at its discretion to fill such vacancy.

15.02 When the Board decides not to fill a vacancy, the Board shall meet with the Chapter within fifteen (15) working days of the position becoming vacant to discuss the reasons for the decision.

Where the Board decides not to fill a position at the conclusion of the period in 15.03 b), the Board shall meet with the Chapter prior to the conclusion of the six month period to discuss the reasons for the decision.

15.03 Promotions and Seniority

- (a) If an employee is promoted out of the bargaining unit, such employee may return to the unit without interruption in his/her seniority and service credits provided the return occurs not longer than six (6) months from the date of the promotion, otherwise, the employee loses all seniority, unless the parties agree otherwise.
- (b) Where a vacancy is created due to an employee being promoted outside the bargaining unit, the Board, at its discretion may fill such vacancy with a temporary employee for a period of six (6) months. At the conclusion of this period, the position will either be filled according to 15.01 a) or 15.02 may be applied.

15.04 New Classifications/Deletions

Prior to the Board establishing a new job classification appropriate to this bargaining unit, or deleting an existing classification from the bargaining unit, or making 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, the parties will attempt to settle the wage rate to be implemented.

15.05 Organizational Change

In the event that the Board shall merge, amalgamate, or combine any of its operations or functions with another employer, the Board will endeavour to ensure the retention of seniority, wages and benefits equal to those in place for employees in this bargaining unit at the time.

ARTICLE 16 - LAYOFF AND RECALL

16.01 (a) In the event that the Board needs to reduce the workforce, the Board shall endeavour to meet its goals through attrition, and other mutually acceptable arrangements reached in discussions with the Chapter.

(b) Notice of Layoff

(i) The Board shall meet with Chapter representatives at least two (2) months in advance of any planned layoff to discuss the reasons for the lay-off and the anticipated effect of it. This does not apply in emergency or unexpected circumstances where staffing levels can't be predicted in advance.

(ii) Unless the *Employment Standards Act* is more favourable, the Board will provide two (2) months notice of layoff, or pay in lieu of notice, to each affected employee. A copy of any such layoff notice will be sent to the Chapter President at the same time as it is sent to the individual employee(s).

16.02 Where the provisions of 16:01 are insufficient and a layoff of employee(s) becomes unavoidable, the Board agrees that employees shall be laid off in the reverse order of their professional classification seniority, except that an employee may be retained out of line of seniority where the employee's language skill is necessary and currently required in their present assignment, as determined by the Board.

16.03 For the purpose of layoff, where there is a tie in seniority between employees, the following sequence shall apply:

- (a) total accumulated days of experience with this Board in the applicable classification, regardless of any breaks in employment;
if a tie still exists:
 - (b) total years of experience in the applicable classification, with any employer;
if a tie still exists:
 - (c) selection by lottery, conducted jointly by the parties.
- 16.04 No employee shall be laid off while a probationary or temporary employee is employed at a job in that employee's classification, or at a job in the bargaining unit for which that employee is "qualified".
- 16.05 All laid off probationary and permanent employees have the right to be recalled for two (2) years from the date of their layoff. No new employees will be hired until all employees on the recall list, who are qualified to do the available work, are recalled. Recall will occur in order of seniority.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

- 17.01 The Board and the Chapter share a desire to maintain/improve professional standards by giving employees opportunities to participate in seminars, workshops, short courses, or similar programs to keep up to date with knowledge in their respective fields. Such programs shall be arranged in consultation with, and with the approval of, the appropriate Superintendent or designate.
- 17.02 In order to attend conferences, conventions and programs noted in 17.01, leave may be granted with pay together with expenses and/or applicable registration fees, upon request to and after the approval of the appropriate Superintendent or designate.
- 17.03 Where professional organizations require annual fees for membership and/or registration and where such membership or registration is required by the Board, then the Board shall reimburse the employee the full amount of the fees upon proof of payment.

ARTICLE 18 - LEGAL LIABILITY COVERAGE

- 18.01 The Board shall provide the Chapter yearly with information relating to liability coverage.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 Sick Leave Plan

- (a) The Board's sick leave credit plan shall apply to all employees in this bargaining unit. The Plan shall provide that at the outset of each School Year, each full time employee is credited with twenty (20) sick leave days in his/her bank which can accumulate to a total of 240 days. Part-time employees and employees, who are hired after September of any year, are granted sick leave credits on a pro-rata basis.
- (b) By October 31st of each year, each employee shall be given a statement of cumulative sick leave credits as of August 31. When an employee leaves the employ of the Board, he/she may request a statement of his/her cumulative sick leave credits.
- (c) New employees, who previously accumulated credits in a sick leave plan with another school Board, or employer as designated in the Education Act, shall have such credits transferred to this Board, to a maximum of 220 days.
- (d) An employee who is off sick must notify his/her immediate supervisor or designate before the start of the scheduled workday. In addition, the absence must be recorded in the Smart Find system according to Board and department procedures. The employee may be requested to provide a medical certificate of fitness to return to work. Where reasonably justifiable, the Board may require a medical certificate other than as set out above.
- (e) Temporary employees hired after January 26, 2006 will be credited with two (2) days sick leave after completion of each month of service in the temporary assignment. Unused sick leave credits are cumulative until the conclusion of the temporary assignment. If a temporary employee applies for and is granted a permanent position with the Board they will retain any accumulated sick leave credits.
- (f) For employees who have been ill, injured, or disabled for whom a “modified duty”/”return to work” program is required, the Board will fulfil its obligations to accommodate the employee under pertinent legislation. At the request of the employee, the Board will provide to the Association the “modified duty”/”return to work” plan. At any meeting to establish or modify a return to work plan, the employee shall be entitled to Association representation and the Board shall so advise the employee. At the option of the employee, the Association representative will be present at such meetings.

19.02 Personal, Professional and Miscellaneous Leaves

- (a) The Employer may grant leave of absence, for various lengths of time, without pay, for legitimate personal reasons. The employer will endeavour

to place employees returning from personal leave in the same family of schools.

- (b) Short-Term Compassionate Leave for very good reason may be granted at the discretion of the Office of the Senior Manager of Human Resources with or without loss of pay, service credit and/or sick leave credits.
- (c) Leave may be granted with the approval of the Senior Manager of Human Resources with or without pay and/or service credits for reasons not otherwise specified in this Agreement.
- (d) One (1) day without loss of pay or service credit will be granted for the purpose of taking a final professional/university exam during the regular working day (8:30 a.m. – 4:30 p.m.). The onus is on the employee to submit proof, satisfactory to the Board, that the university exam is a final one and the time at which it is written.

19.03 Effect of Absence on Benefits

Where a leave without pay is for less than one (1) month, the Board will continue the benefits as usual. Where a leave without pay is for one (1) month or more, benefits can be continued if the employee arranges to pay the full premiums for the period of absence exceeding the first month.

19.04 Bereavement Leave

Bereavement Leave shall be granted under the following terms and conditions:

- (a) In the event of the death of an employee's spouse, child, step-child, ward, brother, sister, or parent, leave will be granted without loss of pay or service credit for up to five (5) working days within an eight (8) calendar day period beginning with the date of death.
- (b) In the event of death of an employee's mother-in-law, father-in-law, fiance/fiancee, grandchildren, or grandparents, leave will be granted without loss of pay or service credit for three (3) working days within an eight (8) calendar day period beginning with the date of death.

Bereavement Leave – Other

- (c) At the discretion of the Office of Human Resource Services one (1) day will be granted for the purpose of attending a funeral.

19.05 Association Leave

Leave of absence without pay but without loss of seniority or service or benefits, shall be granted upon written request by the Association to any Association representatives to attend to Association business, up to an aggregate total per

school year of fifteen (15) days. The request must be made at least ten (10) days in advance, and must specify which employees require the leave.

19.06 Pregnancy and Parental Leaves

- (a) Pregnancy and Parental Leaves shall be granted in accordance with the Employment Standards Act.
- (b) The Board shall continue to pay its share of premium contributions of benefits, provided the employee is enrolled in the benefit plans at the time of commencement of the leave, and further provided that the employee agrees to pay his/her share of the contributions, if any, in advance of commencing the leave, in order to maintain benefit coverage during pregnancy leave and/or parental leave.
- (c) If the employee chooses not to continue the benefit coverage, she/he must provide the Board with the written notice that the employee does not intend to pay the employee's contributions, if any, in advance of commencing the leave.
- (d) An employee who is granted an extension to the pregnancy/parental leave under (f) may, subject to the consent of the carrier, continue to be covered by any of the benefit plans referred to in Article 20 provided the employee bears the full cost of the benefit premiums.
- (e) During pregnancy and/or parental leave, seniority will accrue in accordance with the Employment Standards Act throughout the leave(s), including service for the purpose of sick leave credits and annual salary increments. During an extended leave under (f) only seniority for the purposes of promotion, layoff, and recall, shall continue to accrue.
- (f) Upon request, an extension of up to one (1) year may be granted to any employee who is eligible for statutory pregnancy and/or parental leave(s).
- (g) Upon return to work, an employee who has taken pregnancy and/or parental leave(s), and/or extended leave, shall be reinstated to the position he/she most recently held if it still exists, or to a comparable position if it does not.
- (h) An employee shall be granted special leave without loss of pay up to a maximum of four (4) days for needs directly related to the legal adoption of a child.

19.07 Deferred Salary Leave Plan

“The Board agrees that employees of this bargaining unit are eligible to apply for participation in the Board’s Deferred Salary Leave Plan in accordance with the terms which are set out in Appendix B to the Agreement.

19.08 Jury and Witness Duty

Time will be allowed with no loss of pay for an employee called for jury duty or subpoenaed as a witness. In such instances, the employee will receive full pay from the Board and in turn will turn over to the Board all remuneration received for Jury Duty or Witness Service, excluding any expense allowance. The Board may require the employee to furnish a certificate of service signed by the Clerk of the Court.

19.09 Personal Obligation Days

APSSP staff members will have access to up to two (2) days per school year. These days will be charged against sick leave. They are non-cumulative. These days will be granted with the approval of the immediate supervisor or designate. Part-time members will have access to a pro-rated amount of time. In cases of emergency where the day cannot be pre-scheduled, the employee will inform their immediate supervisor by phone or email when time reasonably permits once the emergency situation has subsided.

These days cannot be scheduled on the school days before or after a break (March, Christmas and Summer), or before or after a Statutory holiday. Requests should not conflict with professional activity days or with the start up/end of a school term. Personal Obligation Days shall not be combined with a request for unpaid leaves of absences.

19.10 A male employee shall be granted up to a maximum of four (4) days for needs directly related to the birth of his child without loss of pay or service credit.

19.11 One (1) day without loss of pay or service credit will be granted for the purpose of attending a university/college graduation for self, spouse or child.

19.12 An employee shall be granted a leave of absence as a result of being quarantined by order of the Medical Officer of Health from attending upon his/her duties without loss of pay or sick leave credits. The Board has the right to request appropriate documentation in such circumstances.

ARTICLE 20 - EMPLOYEE BENEFITS

- 20.01 The Board agrees to contribute ninety percent (90%) towards the premium of the Extended Health Care Plan for all eligible employees who request to participate in the Plan.

Vision care \$250.00 and the cost of eye examinations to a maximum to \$75.00 every 24 months.

Chiropractic coverage will include \$30.00 per visit per person to a maximum of \$500.00 per year.

- 20.02 The Board agrees to pay one hundred percent (100%) of the premium to provide \$50,000 or 1.25 times salary, which ever is greater, of Group Life Insurance coverage and Dismemberment Insurance Plan, approved by the Board for each eligible employee as a condition of employment.

- 20.03 a) Effective October 1, 2008, the Board agrees to contribute ninety percent (90%) towards the premium of the Dental Plan for all eligible employees who request to participate in the Plan. The reimbursement level for the dental care fee structure shall be the ODA rate in effect as of October 1, 2007.

b) Effective September 1, 2009, the Board agrees to contribute ninety percent (90%) towards the premium of the Dental Plan for all eligible employees who request to participate in the Plan. The reimbursement level for the dental care fee structure shall be the ODA rate in effect as of September 1, 2008.

c) Effective September 1, 2010, the Board agrees to contribute ninety percent (90%) towards the premium of the Dental Plan for all eligible employees who request to participate in the Plan. The reimbursement level for the dental care fee structure shall be the ODA rate in effect as of September 1, 2009.

d) Effective September 1, 2011, the Board agrees to contribute ninety percent (90%) towards the premium of the Dental Plan for all eligible employees who request to participate in the Plan. The reimbursement level for the dental care fee structure shall be the ODA rate in effect as of September 1, 2010.

Orthodontic

The Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for orthodontics to a lifetime maximum of \$2,500.00 for active employees, adults and children with a cap of \$1,000.00 per annum.

Major Restorative

The Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for major restorative to an annual maximum of \$1,500.00 for active employees, adults and children.

- 20.04 Part or all of the increased contributions towards the Employer Health Tax (E.H.T.), Extended Health, Dental Benefits and Life Insurance Benefits will be covered by the Employment Insurance Discount Return.
- 20.05 Every new eligible employee must participate as a condition of employment in the Extended Health and Dental Plans as outlined in Article 20. It is understood that employees who are covered for Extended Health Care and Dental insurance as dependents on a spousal plan are not obligated to participate in the Extended Health Care and Dental insurance.
- 20.06 The Board shall continue to make payroll deductions for the Long Term Disability Insurance Plan as determined by the carrier. Employees shall contribute 100% towards the premiums. Participation in the Plan is a condition of employment for all new full-time permanent employees.
- 20.07 The Board shall make Canada Savings Bonds and Registered Retirement Savings Plans available for purchase through the Board approved payroll deduction plan.
- 20.08 It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased. The Board shall provide at least thirty (30) days notice, in writing, to the Chapter if it intends to change carrier(s).
- 20.09 Once an employee is no longer receiving a salary from the Board due to accident, sickness, retirement, leaves, etc., the Board will cease payment of premiums. The employee will be allowed to continue the benefits at their own expense subject to the conditions of the plan and the conditions of this Collective Agreement.
- 20.10 As of the date of certification of the Chapter, all employees of the Board in this bargaining unit shall be deemed to be participating in all benefit plans (unless spousal coverage exists and/or the employee has opted not to participate), and no proof of eligibility will be required.
- 20.11 The Board will pay to employees who are absent due to a Workplace Safety and Insurance Board approved claim, the difference between the benefit received from the Workplace Safety and Insurance Board and the employee's regular pay by utilizing the appropriate portion of the employee's sick leave credits, for the full period of the absence or until the sick leave credits are exhausted.

ARTICLE 21 - PENSION PLAN

- 21:01 All eligible employees will be enrolled in OMERS at time of hire. The Employer will match the contributions made by the employee as required by OMERS (Ontario Municipal Employees Retirement System).
- 21.02 The Board will provide access to retirees from the APSSP Group to the retiree group benefits with the Board, with the exception of orthodontics and major restorative coverage, at 100% cost being paid by the retiree. It is understood that the Board will be reviewing benefit experience and aligning premiums with usage for retiree and active groups with the Board.

ARTICLE 22 - HEALTH AND SAFETY

- 22.01 The Board shall endeavour to provide each employee with a healthy and safe working environment.

In accordance with Administrative Procedure Memorandum # 050 – Cellular Technology, the Board agrees to provide written approval for Social Workers and Attendance Counsellors to be provided with cellular technology under part 4 (a).

- 22.02 The Chapter shall be entitled to appoint a representative to the Joint Health and Safety Committee.

- 22.03 No employee in this bargaining unit shall be required to carry out any of the following procedures:

- lifting and positioning students
- assisting with mobility of students
- feeding or toileting of students

However, an employee shall provide help or seek assistance for a student in an emergency.

- 22.04 Assault

The parties agree that every employee has the right to security of person in the workplace. Where an employee believes that an assault has taken place, the following actions shall be taken:

- (a) The assailant is to be removed from the presence of the employee as soon as possible, with the assistance of other staff;
- (b) The employee is to receive immediate medical attention when warranted and medical verification of the injuries from a qualified physician;
- (c) The employee or other staff member is to inform the Principal and/or other appropriate Supervisor of the alleged assault, and they in turn shall request that the Board's legal counsel be advised;

- (d) The Principal or Supervisory officer or designate, may obtain police assistance, and must immediately establish details, and identify witnesses, if any;
- (e) If it is likely that an assault in fact occurred, and the assailant is a student, the Principal shall ascertain if suspension is appropriate under the Education Act;
- (f) If it is likely that an assault in fact occurred, and the assailant is a person other than a student in the school, the police must be involved in the investigation;
- (g) Where the Principal, Supervisory officer, or designate, deems it unnecessary to contact police, the employee retains the right to contact police without fear of criticism or reprisal;
- (h) The Principal, Supervisory officer, or designate, shall make a written report of all events, and shall provide a copy of the report to the employee involved and the Chapter;
- (i) The Principal, Supervisory officer, or designate, shall verbally notify a representative of the Chapter of the assault as soon as possible;
- (j) Where necessary, the employee is entitled to receive up to sixty (60) days off with pay, without deduction from sick leave credits, and with benefits, seniority, service and sick leave credits continuing to accrue. If the employee is absent for more than sixty (60) days, his/her sick leave credits will be used from that time onward.

ARTICLE 23 - PAID HOLIDAYS

23.01 It is understood that the annual salary rates set out in Appendix A of this Agreement include vacation pay and public holiday pay as required by the Employment Standards Act.

ARTICLE 24 - GENERAL

24.01 Employee Assistance Program

Provided that the Board continues the Employee Assistance Program, it is understood that employees covered by this collective agreement are entitled to services available under the Program. Where a conflict could occur arising from an employee's own job duties (professional contact with EAP counsellors on Board business), the referral under EAP may be made to alternate counsellors. It is understood that the organization providing this service to the Board will arrange for alternate counsellors.

24.02 Harassment

The parties recognize the Board's policy on workplace harassment. An employee who alleges being subject to harassment as defined in said policy may complain under the procedure set out in the policy.

ARTICLE 25 - REMUNERATION

25.01 Pay Schedule

Commencing in September of 1999, payment shall be calculated and paid in 26 bi-weekly instalments beginning no later than the second Thursday of September.

The parties agree that this payment schedule does not affect the definition of the work year as the school year.

It is understood that the sole purpose of this Article is to align the payment schedule of the APSSP Bargaining Unit with those of the other Board bargaining units and employee groups.

25.02 Credits for Increments on the Salary Scale

- (a) Upon hire, new employees shall receive credit of one (1) increment level on the appropriate salary scale for each year of prior eligible professional experience. A year of professional experience shall be defined as one year of relevant full-time employment, or the amount of time equivalent to one year of full-time employment, but accumulated through part-time employment. Relevant employment is employment with an acceptable professional agency or organization. Eligible experience refers to experience gained through employment while holding the necessary qualifications for the position. (e.g. A new employee hired into a position that requires a masters degree will be given credit for previous relevant experience gained while holding the masters degree).
- (b) Members will be required to provide satisfactory confirmation of the effective date of their educational qualifications from the recognized educational institution from which they received their credentials before being given final confirmation of credits for grid placement. Where such verification is not provided, the date of convocation on the Degree or Diploma will be used to determine the effective date of the qualifications.
- (c) Full-time employees shall move up the salary scale at the rate of one increment per school year with the Board, on September 1, provided that they did not have any breaks in service.

(d) Part-time employees will have their increments prorated based on the time worked over the school year.

25.03 Part-time employees will be paid in accordance with the annual salaries set out in Appendix A prorated to the full-time equivalency (FTE) worked by the employee.

Example: an employee working 0.6 FTE will be paid the applicable annual salary times 0.6. This prorated annual amount will then be paid in accordance with the pay schedule in effect (Appendix A).

25.04 Automobile Usage Allowance

Employees will be provided with an allowance for use of their cars for School Board purposes as per Board Policy IV-2.

Salary Schedule

The salary schedules and categories are set forth in Appendix A to this Collective Agreement.

The daily rate of pay for the school year will be calculated as follows:
Rate of pay in Appendix A divided by 194 days equals the daily rate.

ARTICLE 26 - DURATION AND RENEWAL

26.01 Duration

Duration of the agreement – September 1, 2008 to August 31, 2012

26.02 If pursuant to such negotiations an agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings under the Ontario Labour Relations Act have been completed whichever date occurs the earlier.

Dated at Kitchener on the

Day of _____, 2009

For APSSP

For the Board

APPENDIX A**SALARY GRIDS**

CATEGORY I (CAT I)	is the Bachelor of Social Work Degree level, or equivalent, and may include the classification of attendance counsellor.
CATEGORY II (CAT II)	is the Master's Degree level, or equivalent, and includes the classifications of, social worker, speech-language pathologist, or psychoeducational consultant.
CATEGORY III (CAT III)	is the PhD level, and includes the classifications of psychologist

August 31, 2008 - 0.7% (Base)

Year	Cat1	Cat2	Cat3
0	\$44,218	\$49,760	\$70,288
1	\$46,926	\$52,915	\$73,381
2	\$49,139	\$56,270	\$76,475
3	\$51,595	\$59,837	\$79,569
4	\$53,660	\$63,631	\$82,643
5	\$55,806	\$67,665	\$85,739
6	\$58,038	\$71,954	\$88,837
7	\$60,360	\$76,516	\$91,933

September 1, 2008 - (3%)

Year	Cat1	Cat2	Cat3
0	\$45,545	\$51,253	\$72,396
1	\$48,334	\$54,502	\$75,582
2	\$50,613	\$57,958	\$78,769
3	\$53,143	\$61,632	\$81,956
4	\$55,270	\$65,540	\$85,122
5	\$57,480	\$69,695	\$88,311
6	\$59,779	\$74,113	\$91,502
7	\$62,171	\$78,811	\$94,691

September 1, 2009 - (3%)

Year	Cat1	Cat2	Cat3
0	\$46,911	\$52,790	\$74,568
1	\$49,784	\$56,137	\$77,850
2	\$52,131	\$59,697	\$81,132
3	\$54,737	\$63,481	\$84,415
4	\$56,928	\$67,506	\$87,676
5	\$59,205	\$71,786	\$90,960
6	\$61,573	\$76,336	\$94,247
7	\$64,036	\$81,176	\$97,532

September 1, 2010 - (3%)

Year	Cat1	Cat2	Cat3
0	\$48,318	\$54,374	\$76,805
1	\$51,278	\$57,821	\$80,185
2	\$53,695	\$61,488	\$83,566
3	\$56,379	\$65,386	\$86,947
4	\$58,636	\$69,531	\$90,306
5	\$60,981	\$73,940	\$93,689
6	\$63,420	\$78,626	\$97,074
7	\$65,957	\$83,611	\$100,458

September 1, 2011 - (3%)

Year	Cat1	Cat2	Cat3
0	\$49,768	\$56,005	\$79,109
1	\$52,816	\$59,556	\$82,591
2	\$55,306	\$63,332	\$86,073
3	\$58,071	\$67,347	\$89,556
4	\$60,395	\$71,617	\$93,015
5	\$62,810	\$76,158	\$96,500
6	\$65,323	\$80,985	\$99,986
7	\$67,936	\$86,119	\$103,471

APPENDIX B - DEFERRED SALARY LEAVE GUIDELINES
FOR APSSP MEMBERS

DEFERRED SALARY LEAVE PLAN

A) The Board may grant leave of absence of one (1) year to members on the basis of:

- 1) Spreading three (3) years salary over four (4) years or,
- 2) Spreading four (4) years salary over five (5) years or,
- 3) Spreading five (5) years salary over six (6) years or, hereinafter called the "Plan", subject to the following conditions.

B) Eligibility

- 1) A member may apply to participate in the Plan if the member has completed at least four (4) continuous years of employment with the Board immediately preceding the application.
- 2) The number of employees eligible to be on leave in any one year shall be up to a maximum of two (2) employees with a maximum of one (1) candidate from each of the four classifications (i.e. Psychologists/Psychoeducational Consultants, Speech and Language Pathologists, Social Workers, Attendance Counselors).

C) Application

- 1) Application forms used to apply for a leave will be available in Human Resources Services and on the Staff Net.
- 2) A member requesting to participate in the Plan, commencing the following September 1st, shall complete an application form and submit it to the Office of Human Resource Services or designate on or before February 1st.

D) Leave request review process

- 1) Applications for such a leave shall be reviewed by the supervisor or designate with a decision being reported back to the member. Written approval or denial of the member's leave, with explanations, will be forwarded by the supervisor to the member by April 1st in the same year as the request is made.
- 2) The member shall be required to sign an agreement with the Board before final approval will be granted.
- 3) No substitution will be made in the case where an endorsed and/or approved candidate drops out.

E) Salary Deferral

OPTION A

- a) In each of the three (3) years of the Plan commencing September 1st following approval, the member shall be paid 75% of the salary and responsibility allowances to which the member is otherwise entitled in accordance with the Collective Agreement.
- b) The remaining 25% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Article 25 of the APSSP Collective Agreement in an individual interest bearing account in the Board's name on behalf of the member and will be paid to the member in the year of the leave.
- c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.
- d) All bank accounts will be handled by the Chartered Bank of the Board.

OPTION B

- a) In each of the four (4) years of the Plan commencing September 1st following approval, the member shall be paid 80% of the salary and responsibility allowances to which the member is otherwise entitled in accordance with the Collective Agreement.
- b) The remaining 20% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Article 25 of the APSSP Collective Agreement in an individual interest bearing account in the Board's name on behalf of the member and will be paid to the member in the year of the leave.
- c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.
- d) All bank accounts will be handled by the Chartered Bank of the Board.

OPTION C

- a) In each of the five (5) years of the Plan commencing September 1 following approval, the member shall be paid 83.4% of the salary and responsibility allowances to which the member is otherwise entitled in accordance with the Collective Agreement.
- b) The remaining 16.6% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Article 25 of the APSSP Collective Agreement in an individual interest bearing account in the Board's name on behalf of the member and will be paid to the member in the year of the leave.
- c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.
- d) All bank accounts will be handled by the Chartered Bank of the Board.

F) Leave

- 1) Leaves granted under the Plan shall commence on September 1st of the fourth, fifth or sixth year and end on August 31st of the following calendar year, depending upon the option chosen.
- 2) In the event that a suitable replacement cannot be obtained for a member who has been granted a leave, the Board may defer the leave by one year. If such a deferral is necessary, the employee shall be notified prior to March 1 of the calendar year in which the leave was to take place.

- 3) In such a case, the member may choose to withdraw from the Plan and receive the money in the individual account or to continue in the Plan for one year allowing the monies in the individual account to accumulate with interest for the additional year.
- 4) In the case of withdrawal, repayment shall be made as soon as possible but within sixty (60) days after notice of intention to withdraw has been given with the necessary deductions being made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies.

G. Salary and Benefits - Year of Leave

- 1) In the year of the leave the Board shall pay to the member the total of the deferred salary plus all accrued interest installments conforming to the regular pay periods and proportional amounts set forth in the Collective Agreement in effect for the year of leave or two lump sums as directed by the member before June 30th of the year of the leave.
- 2) The final payment will include any money remaining in the individual account. In the case of lump sum payments, the necessary deductions will be made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies.
- 3) The Board shall deduct the amounts required for Income Tax, Unemployment Insurance, Canada Pension, APSSP dues, and other statutory deductions and any benefits in the Collective Agreement.
- 4) Following the leave, it will be the member's responsibility to pay the full costs (employee and employer amounts) on any eligible service buy-back amount to the OMERS Pension Plan in accordance with the Regulation of that Fund for the period of leave.
- 5) Workplace Safety Insurance premiums and benefits will not apply during the year of the leave.
- 6) Group Life Insurance, Dismemberment Insurance, Extended Health Care Plan and Dental Plan benefits will be available during the member's leave of absence. One hundred percent (100%) of the total premium cost during the leave will be paid by the member.
- 7) The member shall not be entitled to the accumulation or utilization of sick leave credits during the year of absence. On return from leave, however, the member shall be entitled to any unused sick leave credits accumulated prior to taking such a leave.
- 8) Seniority shall be credited at the end of the leave as if the member were employed in the former position during the year of leave.
- 9) For employees participating in this program it is understood that there will be no eligible service credit accumulation for the period of the leave as it relates to advancement on the salary grid.

H. Return From Leave

- 1) Upon return from leave, a member will be placed in the same position in their discipline or, if said position no longer exists, the reassignment of the member will be governed by the appropriate terms of the Collective Agreement.
- 2) On return to duty, the member will be placed on the salary grid at the same position as the member would have been at the commencement of the leave. The member will be entitled to any increase in salary other than increment that the member would have received had the leave not been taken.

I. Withdrawal from Plan

- 1) Due to extenuating circumstances, a member may withdraw from the Plan. Notification in writing must be received and approved by the Office of Human Resource Services at least sixty (60) days prior to the effective date of withdrawal from the Plan.
- 2) Upon withdrawal, all the salary and allowances deferred plus accrued interest in the individual account shall be paid to the member with the necessary deductions being made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies. Payment should be made as soon as possible but within sixty (60) days after receiving notification of withdrawal.
- 3) If a member retires, is dismissed, is terminated or otherwise leaves active employment with the Board while participating in the Plan, the member shall be paid such lump sum and interest accrued up to the date of the retirement, dismissal, termination or leave as the case may be with the necessary deductions being made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies.
- 4) The payment will be made as soon as possible but within sixty (60) days of written notice by either party due to any one of the above conditions.
- 5) Should a member die while participating in the Plan, any monies accumulated in the individual account plus accrued interest will be paid to the estate of the deceased member with the necessary deductions being made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies.
- 6) The payment will be made as soon as possible but within sixty (60) days of written notice from the executor of the estate.

J) Responsibility

- 1) The Board and APSSP assume no implication of the Plan related to its effect on Members' Pension Plan provisions, income tax implications, unemployment insurance and the Canada Pension Plan. The responsibility will lie solely with the member.
- 2) It is the intent of the Board and the APSSP Bargaining Unit that leave granted under the terms and conditions of the Deferred Salary Leave Plan by the Board shall include 100% of the participant's responsibilities for the year of the leave.

Letter of Understanding – Retroactivity

Retroactivity to apply to all employees including those who left the employ of the Employer after September 1, 2008.

Letter of Understanding – Preamble

This following statement is included here as per the PDT agreement and is non grievable. The Waterloo Catholic District School Board and the Association of Professional Student Services Personnel are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

Letter of Understanding - Professional Development and Training

The Parties recognize that commencing January 1, 2009, the Employer shall ensure that a mechanism is in place to provide the Association with opportunities to provide input on professional development and training.

To this end, the Association will be given an opportunity to provide input on professional development and training no later than March of each year through the Joint Consultation Committee and on an ongoing basis as required. The input will be considered by the Board for professional development activities for APSSP members for the following school year.

Letter of Understanding - Professional Development Fund

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 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 Boards's 2006-2007 Financial Statements. The Board shall share the financial analysis and calculations of this allocation with the Association.

Letter of Understanding – Part-time Positions

The Board agrees to discuss with The Association suggestions for consideration by the Board to incorporate flexible part-time positions which are other than half time (0.5 FTE).

Letter of Understanding - Request for a Reduction of Full-Time Equivalent Employment Status

An employee may request that his/her "full time equivalent status" (FTE) be changed from full time to an arrangement of less than full time by submitting a request to the Senior Manager of Human Resource Services or designate. The employer will consider such requests, as well as requests to renew the arrangement from year to year, subject to operational requirements and assessment of the impact on services.

The employer maintains sole discretion to approve or deny such requests. In the event that the changes are approved, the employer will provide written confirmation of the change to the employee, with a copy to the President of the Association.

Letter of Understanding - Group Benefits

The Waterloo Catholic District School Board and the Association agree that the Board's share of the 2008-2009 benefits funding announced in the August 2007 enhancements and allocated through the increased benchmarks in the GSN on March 26, 2008 shall be used to assist the Board with existing cost of benefits.

In accordance with the PDT Agreement, all group benefit coverage levels, provisions and practices in place in 2007-2008 and not revised within the parameters of the PDT agreement, shall, at a minimum, remain status quo for the 2008 to 2012 Collective Agreement.

Conditional upon the approval by the Lieutenant Governor-in-Council, to allocate funding enhancements effective in 2010-2011, the parties shall meet to determine the amount of funds allocated through the PDT to the Bargaining Unit for the purpose of benefit enhancements effective September 1, 2010. According to the PDT Agreement, the local Bargaining Unit's share of the 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 2008-2009 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 their allocated amount under this enhancement.

Upon written request, the Board shall provide the Bargaining Unit with the requested disclosure of benefit information in order to inform decision making on benefit enhancements for September 1, 2010. The nature of the disclosure will be similar but not limited to the information provided by the Board in a public procurement process for the Benefits.

The Association shall have discussions with, and inform the Board of the benefit improvements that shall take effect September 1, 2010 on a go forward basis, as per the Provincial Discussion Table Agreement, May 14, 2008. It is understood that the Board's share of costs for said enhancements will not exceed the Government funding levels provided the Board in September 2010 for this purpose.

Letter of Understanding - Provincial PDT Committees

It is agreed that all time spent by APSSP members to attend meetings of the Violence in the Workplace Joint Task Group, the Support Workers Advisory Group (SWAG) and any other committee arising out of the PDT agreement, shall be treated as paid time based on a regular working day.

All additional expenses incurred by Association members related to work on the committees identified above will be funded by the Ministry of Education as outlined in the PDT agreement.

Letter of Understanding- Professional and Paraprofessional Supports PDT Funding

The Parties note the Government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to enhance the level of Professional and Para-Professional supports in the Elementary Pupil Foundation Grant as per the Letter of Understanding re: Professional and Para-Professional Supports in the PDT Agreement dated May 14, 2008, effective 2009-2010.

Prior to any decision being made on the proportion of new hires to be allocated to the APSSP bargaining unit, the Parties agree to meet to determine the classifications which the PDT agreement was intended to cover and the appropriate formula for the division of such Ministry Funding between Bargaining Units. If necessary, the Parties will request the assistance of Ministry Facilitators.

The Board will provide any necessary disclosure to the Association as requested.

Once a decision is made on the allocation to the APSSP Bargaining Unit, as determined by the PDT and/or Ministry Facilitators if required, the Board commits as soon as possible to carry out a review of the needs of the system in the classifications entitled to the funding within the APSSP Bargaining unit. The Association will provide input into the needs assessment, and available funds will be allocated to hire APSSP staff. The Board will share the needs analysis with the Association and will consider any recommendations from the Association before finalizing the new positions effective September 1, 2009.

Letter of Understanding - Protocol Template and/or Guiding Principles for Partnerships with External Agencies

The Parties agree to establish a Joint Committee with up to three representatives from both the Employer and the Association to review the results of the provincial process, which has been established to create by March 31/09 a Protocol Template and/or Guiding Principles for partnerships with external agencies in the areas of regulated health professionals, social service professionals and paraprofessionals for the delivery of services and/or programs to students with special needs and/or at-risk students. The Parties agree to review whatever modifications may be required to reflect local circumstances.

The Board will meet with the Joint Committee, as required to assist in clarifying role expectations and generating ideas about partnerships which affects the APSSP Bargaining Unit.