

Pursuant to the Provisions of the School Boards Collective Bargaining Act, 2014

MEMORANDUM OF SETTLEMENT

in respect of a First Contract for Chaplains at the Waterloo Catholic District School Board

between

WATERLOO CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called "the Employer")

and

**THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES
PERSONNEL (APSSP) - Representing Chaplains of the
Waterloo Catholic District School Board**
(hereinafter called "the Association")

1. The parties agree that this Memorandum and the attached Appendix constitute the basis for the full and final settlement of the local terms of the collective agreement. The parties agree to recommend these terms to their respective principals for ratification.
2. The Association of Professional Student Services Personnel intends to complete the ratification process by Sept 28/23, and the Waterloo Catholic District School Board intends to complete the ratification process by October 23, 2023
3. Following ratification, the parties agree to sign a collective agreement that incorporates the terms of the collective agreement, and includes all editing, renumbering and typographical adjustments that may be required, subject to errors and omissions.
4. Except as provided otherwise herein, the terms of this Memorandum and the accompanying Appendix shall be effective on October 23, 2023 and expire on August 31, 2022, pursuant to the *School Boards Collective Bargaining Act, 2014*.
5. Upon ratification, the accompanying Appendix shall also be appended to the existing Collective Agreement between the parties, forming a part thereof, and be enforceable on the same basis.

Dated at Kitchener, Ontario, this 21st day of Sept, 2023

For the Board

L. Bellini

Paul Mendonca

J. Z...

Zelda...

For the Association

[Signature]

Wesley Amo
Slayer

Appendix

APPENDIX A – RE: Chaplains

1. The parties hereby agree to add Chaplains to the existing APSSP bargaining unit and to add them to the recognition clause, Article 2.01 of the existing APSSP Collective Agreement.

And further, parties agree that all of the terms and conditions set out in the APSSP Collective Agreement shall apply equally to the Chaplains as any other employee group in the bargaining unit except as otherwise stated in paragraph two (2) below.

The terms and conditions that apply equally to all groups in APSSP shall hereby be referred to as “Common Terms,” and will be identified in the APSSP Collective Agreement as such.

The following articles require housekeeping changes so that may apply to all groups in APPSP:

- i. Article 7.04 – delete: “equally across twenty-six (26) pay period.”
- ii. Article 22.01 – remove: “The Board agrees to provide Social Workers and Attendance Counsellors with cell phones” and create new Article: Cellphones in Section A referenced below.
- iii. Article 16.02 – delete: “professional”

Article 3 – Definitions – Article 3.01 (c) Amended as follows:

“Employee” and “employees” means any of or all or the employees in this bargaining unit as provided for in the Recognition clause unless the term “employee” or “employee” is referenced in Section A or Section B of this agreement. Under Section A “employee” and “employees” means employees in professionally regulated support service classifications. Under Section B “employee” and “employees” means chaplains.

2. The parties acknowledge and agree that the following articles of the Collective Agreement shall not apply to the Chaplains or otherwise form part of the Chaplains terms and conditions of employment:
 - i. Article 14
 - ii. Article 17.03
 - iii. Article 19.02 (d)
 - iv. Article 22.01 – in relation to cellphones only
 - v. Article 25
 - vi. Appendix A - Salary Schedule
 - vii. Letter of Understanding – External Partnerships
 - viii. Letter of Understanding – Protected Complement
 - ix. Letter of Understanding – Location/School Assignments
 - x. Letter of Understanding – Hours of Work

The terms and conditions that do not apply to the Chaplains will be identified under the section of the APSSP Collective Agreement title: Section A – Professional Support Services.

3. The parties further agree to add to the Collective Agreement the following terms and conditions of employment in respect of Chaplains. The parties acknowledge and agree that the following terms and conditions of employment shall not apply to employees in the professionally regulated support service classifications. Should a conflict arise between the terms below and the Collective Agreement, the terms below shall prevail with respect to Chaplains.

The terms and conditions that apply solely to Chaplains will be identified under the section of the APSSP Collective Agreement titled: Section B – Chaplains.

ARTICLE XX – HOURS OF WORK

- (a) The normal workweek for full-time chaplains will be thirty-five (35) hours per week consisting of seven (7) consecutive hours each day, Monday through Friday with a one hour break for lunch. A reduced lunch break may be taken upon mutual agreement of employee and supervisor.
- (b) All regular work hours shall be scheduled between 6:00 a.m. and 5:00 p.m. It is understood that on certain occasions employees may be required to work outside of those times such as during school events which take place outside the workday or in exigent circumstances.
- (c) Notwithstanding the above, where it is a requirement of a particular assignment, that work be scheduled outside of the normal workweek schedule or the normal starting and stopping times, such requirements will be made clear in the posting of said position.

ARTICLE XX – LIEU TIME

- xx.01
- (a) Chaplains are required to work additional hours as part of their regular duties, such as, but not limited to attending after hour meetings, student retreats, responding to emergency or crisis situations. In recognition of the additional work hours chaplains will receive lieu time in accordance with the provision of the lieu time entitlement for their assignment.
 - (b) Chaplains in an elementary school assignment are not required to remain overnight at student retreats. Should the chaplain in the elementary school assignment choose to remain overnight, it is understood that they are not working or required to supervise students after their planned retreat activities.

Lieu Time

xx.02 Secondary School Assignment – Lieu Days

- (a) Chaplains primarily assigned to a secondary school will be granted three (3) lieu days with pay at the beginning of September to be used during that school year as compensation for the additional work hours that are required during the year.
- (b) Lieu days will be prorated for chaplains in a secondary school assignment that start after October 1st, are on leave in excess of (thirty) 30 consecutive calendar days or transferred to another assignment in excess of (thirty) 30 consecutive calendar days.
- (c) The use of lieu time must be approved by each chaplain's immediate supervisor.
- (d) The three (3) lieu days must be used prior June 30 each year. Carryover of lieu days will only be approved under exemptional circumstance. Unused lieu days will not be paid out.
- (e) Under exemptional and unusual circumstances that are inconsistent with the daily demands of a chaplain's role, additional lieu time may be approved by the chaplain's immediate supervisor at straight time for hours worked in excess of (thirty-five) 35 hours in a week.

xx.03 Elementary School Assignment – Lieu Days

- (a) Chaplains primarily assigned to an elementary school may adjust their thirty-five (35) hour work week to reflect their program schedule and needs.
- (b) Hours worked in excess of 35 (thirty-five) hours in a week, or during a school break, by a chaplain in an elementary school assignment must be preauthorized by their immediate supervisor, where possible. In the event of an emergency or crisis, the chaplain shall notify their immediate supervisor of any extra hours worked, as soon as possible.
- (c) Lieu time will be accumulated, at straight time, for approved additional hours in excess of 35 (thirty-five) hours per week.
- (d) Chaplains are required to maintain an updated spreadsheet of all accumulated and used lieu time. This spreadsheet needs to be submitted to their supervisor on a monthly basis.
- (e) Any lieu time earned from September 1 to June 30 must be taken before December 31 the following school year, unless an extension is mutually agreed upon. Should there be any outstanding accumulated lieu time not taken as of December 31, the outstanding lieu time will be paid out at the elementary chaplain's hourly rate by January 31.

xx.04 Chaplains who work in excess of forty-four (44) hours per week (Sunday to Saturday) may be entitled to overtime pay at one and one half (1 ½) times their regular pay (Hourly Rate), per the *Employment Standards Act*. Nothing in this agreement removes or alters the exceptions to overtime pay indicated in the *Employment Standards Act*.

ARTICLE XX – RECOGNIZED HOLIDAYS

(a) The following shall be recognized as paid statutory holidays:

Thanksgiving	Good Friday
Day Before Christmas	Easter Monday
Christmas	Victoria Day
Boxing Day	Canada Day
New Year’s Day	Labour Day
Family Day	

(b) In addition, a floating holiday in lieu of Remembrance Day shall be taken at a mutually selected time.

(c) Access to paid statutory holidays is subject to the conditions under the *Employment Standards Act*.

(d) When a paid statutory holiday as outlined in (a), with the exception of Easter Monday and the day before Christmas, falls on a Saturday or Sunday, the Friday preceding the holiday or the Monday following the holiday, whichever is mutually agreed on, will be considered the holiday.

ARTICLE XX – VACATION PAY

Permanent and probationary chaplains shall be granted vacation pay in addition to their salary for credited service prior to September 1st of the vacation year on the following basis:

Years of Service	Employees working less than 52 weeks per year
Less than 1 year	6%
After 1 year	6%
After 5 years	8%
After 10 years	10%
After 15 years	12%

ARTICLE XX - PROFESSIONAL DEVELOPMENT AND FEES

- (a) The Board shall reimburse the costs associated with the Catholic School Chaplains of Ontario (CSCO) Membership Fee.
- (b) Chaplains approved by the Board to attend the CSCO annual conference, as well as the annual Meeting of the Hamilton Diocese as part of their duties, shall be reimbursed for the associated costs in accordance Board Procedures (ie. mileage, registration fees, meals, etc.). Where these events occur during work hours, the chaplain's schedule will be adjusted where it is operationally feasible.

ARTICLE XX – STAFFING

xx.xx Maximum Retreats

Chaplains will not be scheduled to attend more than 20 retreats in a school year, unless there is vacancy due to an illness or unforeseen circumstance.

xx.xx Coverage of Absences

The Board will endeavour to hire and retain a Casual Supply Chaplain to provide supply coverage.

In addition, the Board shall post a job for a temporary replacement of any chaplain that is anticipated to be absent for greater than 3 weeks at a time.

xx.xx Orientation

Newly hired chaplains shall be given an orientation, which includes no less than 3 days working alongside an existing chaplain to orient them to their new role.

Upon hire chaplains shall be provided with a link to their Collective Agreement and contact information for their local APSSP president.

ARTICLE XX – CELLPHONES

The Board agrees to provide chaplains in the elementary school assignment with a Board issued cellphone.

ARTICLE XX – PAY SCHEDULE

XX.01 The salary is set forth in Appendix X. A chaplain's daily rate of pay is found by taking the annual salary, inclusive of statutory holiday pay and dividing it by 194 (days in a school year). A chaplain's hourly rate is the daily rate divided by 7 (daily hours of work).

Chaplains hired prior to September 1, 2018 will be paid over 52 weeks beginning no later than the second Thursday of September.

Chaplains hired after September 1, 2018 will be laid off during school break periods, and their annual salary will be paid over 39 weeks beginning no later than the second Thursday of September.

APPENDIX X - SALARY GRID

The salary Schedule for the Chaplains shall be as follows, and is inclusive of statutory holiday pay:

	Step 0 Upon Hire	Step 1 + 6 months	Step 2 + 12 months	Step 3 + 12 months
Chaplain	\$58,816	\$62,227	\$65,739	\$69,197

LETTER OF UNDERSTANDING - TRANSFER PROCESS

A committee consisting of two representatives of the Board and two representatives of APSSP shall meet for the purposes of developing a transfer process for Chaplains to enable them to move between assignments within the Board.

LETTER OF UNDERSTANDING - JOB EVALUATION

The parties agree to include the Chaplain classifications in the upcoming market survey and market adjustment process anticipated for the Board's PASS employee group.

LETTER OF UNDERSTANDING – ORGANIZATIONAL STRUCTURE

The Board agrees to put out a memo or other communication which clarifies and describes the supervision and reporting relationship between chaplains and applicable Board staff.

4. Notwithstanding the above, any superior terms and conditions of employment for the Chaplains which existed immediately prior to this agreement shall prevail.