

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**SIMCOE COUNTY DISTRICT SCHOOL BOARD**  
(hereinafter referred to as the "Board")

AND

**THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)**  
(hereinafter referred to as the "the Association")

The parties agree the following working conditions will be altered for Social Workers in relation to Traumatic Incident Response Teams (TIRT).

The parties agree that this interim measure will be in effect until the negotiation of the next collective agreement where the issue can be fully resolved.

The parties agree to the following regarding TIRT situations:

1. It is the expectation of all Social Workers to check their board phone to determine if they have been texted regarding a TIRT situation for any alternative work planning that is required.
2. Social Workers will be provided with one (1) day of lieu per school year that can be taken at the conclusion of the respective school year. The time can be scheduled during the last working week of the school year, typically in July.
3. The one (1) day of lieu will be pro-rated to active time worked during the school year.
4. In order to receive the lieu day, staff must be actively participating in the TIRT process. This includes, actively checking their board phone for texts, actively responding to texts regarding TIRT situations, actively participating in TIRT situations as they arise. There shall be no restrictions and limitations related to their hours of work and/or roles and responsibilities.
5. Social Workers will be provided with lieu time in increments of no less than thirty (30) minutes if they have received a text for meaningful work and are required to undertake meaningful work. Lieu time for TIRT situations will be provided for any hours that are worked in excess of an employee's regular scheduled work day and/or work week.
6. Should the board in the future change their method for TIRT situations, they will meet with APSSP to consult about the changes. The parties recognize that this may alter the terms of this Memorandum of Understanding.
7. APSSP acknowledges that they are in full agreement to this Memorandum of Understanding which only alters the working conditions for Social Worker staff.

The parties agree that they may revisit this document in the event of concerns or issues raised by either party. The parties agree that this document may be considered as a living document, allowing the parties to adjust in the event of unforeseen implementation or labour relations factors/issues.

The Parties agree that this Memorandum of Agreement is done as an interim measure and will expire on August 31, 2026, unless the parties agree to extend the Memorandum Understanding or to include this Memorandum of Understanding as language in the newly negotiated Collective Agreement.



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The parties agree that the working conditions of Psychology staff are in need of review in order to hire a full complement of staff as Psychology positions have been difficult to recruit for and retain staff.

The parties agree the following working conditions will be altered for Psychology employees in APSSP.

The parties agree that this interim measure will be in effect until the negotiation of the next collective agreement where the issue can be fully resolved.

The parties agree to the following:

1. On a trial basis, the board will allow the hiring of part-time Psychology staff in order to fill vacant positions to meet the needs of the board. The board will entertain hiring staff at either 0.5 full-time equivalency (FTE) or 1.0 full-time equivalency (FTE), which commenced in 2018. This is only applicable to Psychology staff and not applicable to any other job classification in the APSSP bargaining unit. The board may consider full-time equivalency options between 0.5 FTE to 1.0 FTE, based on operational needs.
2. The hours of work for part-time employees will be as follows:
  - 0.5 FTE = 17.5 hours per week
  - 0.6 FTE = 21 hours per week
  - 0.7 FTE = 24.5 hours per week
  - 0.8 FTE = 28 hours per week
  - 0.9 FTE = 31.5 hours per week

Unpaid break time will be determined by consultation between management and the employee at the time for hire for part-time staff. Unpaid break time will be dependent on number of hours worked per day.

3. Beginning September 1, 2022, to encourage staff retention, unregistered psychology staff (Psychometrists) will receive a Temporary Skills Shortage Allowance (TSSA) for each school year in the amount of \$5,371. This is in accordance with Letter of Agreement #9 of the Central portion of the Collective Agreement in relation to Specialized Job Classes as a market value assessment to assist with the temporary shortage for Psychology staff. This will be pro-rated to time worked in the work year and pro-rated to the full-time equivalency (FTE) of the employee. The annual TSSA allowance will be paid on each pay.

Effective September 1, 2022, this amount will increase in accordance with the schedules as outlined in the Memorandum of Agreement between EWAO-ATEO and the crown as part of the Central portion of the Collective Agreement (if applicable).





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The parties agree the following language will be on a trial basis in an effort to address the needs of APSSP members regarding the unpaid break time as listed in the collective agreement.

The parties agree that this interim measure will be in effect until the negotiation of the next collective agreement where the issue can be reviewed and fully resolved.

The parties agree to the following:

1. This MOU will amend all language in article 15.03 for the term of the collective agreement.
2. The new language will be:

A full-time employee will work Monday to Friday with a workday of seven (7) hours between the hours of 7:30 a.m. and 4:30 p.m. exclusive of a sixty (60) minute unpaid break. The work week for a full-time employee is thirty-five (35) hours. Hours of work will be based on the operational requirements as deemed by the board.

For employees with a sixty (60) minute unpaid break, in exceptional, non-regular circumstances, employees may be permitted to take thirty (30) minutes of their lunch break at the beginning or the end of their workday. Prior approval is required by management and will be based on operational needs.

Employees may have the option for a shorter unpaid break time. The unpaid break period may be amended from a sixty (60) minute period to a thirty (30) minute period. An employee opting to amend their unpaid break period from sixty (60) minutes to thirty (30) minutes, must formally request this from their Manager / Supervisor at the commencement of each school year and will be for the entire school year. Reductions in break periods will be based on operational requirements as deemed by the board. Where a request is not granted, the employer will consult with the union and will work towards a mutually agreeable resolution.

For employees with a thirty (30) minute unpaid break, in exceptional, non-regular circumstances, employees may be permitted to take fifteen (15) minutes of their lunch break at the beginning or the end of their workday. Prior approval is required by management and will be based on operational needs.

3. It is understood that the unpaid break may be altered to be between thirty (30) minutes to sixty (60) minutes when there is training (E.g., community training, School Mental Health Ontario training, etc.), department meetings, TIRT's (for Social Workers), VTRA's (Violent Threat Risk Assessments), and any other special occasion identified by management, based on operational needs. Notification will be provided to staff as soon as possible in advance of the training. The break time provided on training days and/or department meetings will be non-negotiable.

