



ST. CLAIR CATHOLIC
DISTRICT SCHOOL BOARD
Lighting the Way ~ Rejoicing in Our Journey

COLLECTIVE AGREEMENT

BETWEEN

THE ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD

AND THE

**ASSOCIATION OF PROFESSIONAL STUDENT SERVICES
PERSONNEL (APSSP)**

SEPTEMBER 1, 2012 TO AUGUST 31, 2014

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ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 It is the desire of both parties to this Agreement to provide, for a harmonious relationship between the employer and the Union and with co-operation provide the highest quality of educational service.
- 1.02 The St. Clair 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.

ARTICLE 2 – DISCRIMINATION/HARASSMENT

- 2.01 The parties agree to comply with their obligations under the Ontario Human Rights Code. The parties further recognize that, under s.48(12)(j) of the Labour Relations Act, an arbitrator has the power to interpret and apply the Human Rights Code.
- 2.02 The Board agrees that there shall be no discrimination, interference or coercion exercised or practiced with respect to any employee by reason of his/her membership or activity in the Association.

ARTICLE 3 – DEFINITIONS

- 3.01 In this agreement:
- a) “Board” and “employer” mean the St. Clair Catholic District School Board;
 - b) “Association” means the Association of Professional Student Services Personnel (Provincial), and “Chapter” means the St. Clair Chapter (Local) of the Association;
 - c) “employee” and “employees” mean any or all of the employees in this bargaining unit as provided for in Article 5.01;
 - d) “working days” and “days” mean any day that is a regular working day for members of this bargaining unit;

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 a) 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 all relevant Provincial and Federal statutes.
- b) The Board agrees that its rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable and non-discriminatory.

- c) All rights not expressly granted hereunder are reserved to the Board. The Board shall retain all other rights, privileges and discretions here before vested in it. It is understood and agreed, however, that the aforesaid rights are subject to, but only to, such restrictions governing the exercise of those rights as are expressly provided in this Agreement. The Board agrees that in the exercise of its management rights it shall not act in bad faith.
- d) The exercise or non-exercise of rights hereby retained by the Board shall not be deemed to waive such rights or the right to exercise them in some other way in the future.

ARTICLE 5 - RECOGNITION NEGOTIATION AND COMMITTEES

5.01 Bargaining Unit:

The employer recognizes the Association as the sole and exclusive bargaining agent for all professional student services personnel employed by the St. Clair Catholic District School Board, save and except supervisors, persons above the rank of supervisor, principals, vice-principals, teachers and occasional teachers as defined under the Education Quality Improvement Act, 1997.

For the purpose of clarity, professional student services personnel includes Sign Language Interpreters /Education Interpreters, Child and Youth Workers/Behaviour Resource Facilitators, Speech - Language Pathologists, Social Workers, Psychometrists and ABA Specialist.

- 5.02 a) The Board shall not engage or assign any employee of the Board not covered by the Bargaining Unit to perform job functions carried out by the employees covered by this Collective Agreement.
- b) The employer agrees not to contract out bargaining unit work that will result in the lay-off of a bargaining unit employee.

The Association acknowledges that the Board has a current practice of contracting out psycho-educational assessments.

5.03 The Association shall advise the employer in writing of the names of the members of the Association Executive and all officially recognized Committee Members within seven (7) days of the election of such Officers or Committee Members as well as the effective dates of their respective appointments. The employer shall not be required to recognize such persons until so notified.

5.04 Union Committees:

For the purpose of negotiations between the parties, the Board shall recognize 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 will be held after normal working hours unless otherwise mutually agreed by the parties. Committee

members will suffer no loss in pay or benefits for time spent during normal working hours in such meetings, up to and including conciliation.

- 5.05 No more than two (2) members of the Grievance Committee shall meet with the employer at any one time.
- 5.06 The Association acknowledges that the Association member's first obligation is to the performance of his or her regular duties. No member of the Association will leave his or her regular duties to perform Association business without first obtaining permission of the senior administrator in human resource services or designate (such permission shall not be unreasonably withheld), nor shall they absent themselves from their work for more time than is reasonably necessary. Association business carried out during normal working hours shall be recorded in the Board's electronic attendance reporting tool.
- 5.07 Time Off For Meeting:
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 5.03, for the purposes set out in the Grievance and Arbitration procedures of this agreement. Committee members attending mutually arranged discipline meetings and/or grievance meetings shall suffer no loss in pay or benefits for time spent in such meetings with the employer.
- 5.08 It is agreed that the Chapter and the employees will not engage in Chapter activities during work hours or hold meetings at any time on Board premises without obtaining prior permission of the senior administrator in Human Resource Services or designate.
- 5.09 The employer recognizes that reasonable time spent by Grievance Committee members for the processing of grievances during an employee's regular working hours shall be without loss of pay or benefits. In no case shall time spent at meetings outside of an employee's regular working hours be with pay or considered as time worked for the purposes of this Agreement.
- 5.10 Joint Liaison Committee
In the event that there is a matter or issue of concern, the President of the Association will advise Human Resource Services of the concern or issue in writing. The senior administrator in Human Resource Services or designate, and the Principal - Special Education or designate, shall meet with the President or designate and one other Association representative to discuss the matter, and take such action as the Board feels is appropriate in the circumstances. It is agreed that there will be a minimum of two (2) meetings per year with the option of mutually agreeing to additional meetings.

ARTICLE 6 – CHECK-OFF OF UNION DUES

- 6.01 The employer agrees to deduct each pay from the wages of each employee in the Association, a specified percentage equivalent to the dues rate determined

by the Association. The Association shall provide to the employer notification of any adjustments to dues in writing. The employer requires a minimum of ten (10) working days from date of receipt of notification to effect any such change.

- 6.02 Amounts deducted hereunder will be remitted to the Treasurer of the Association by direct deposit.
- 6.03 At the same time as the dues remittance, the employer shall furnish the Association with a list of employees and their individual Association deductions.
- 6.04 The Association shall indemnify and save the employer harmless for any claims, suits, judgements, attachments and from other forms of liability as a result of the employer making any deductions in accordance with the foregoing, and the Association will make refunds directly to all employees from whom a wrongful deduction was made.

ARTICLE 7 – HEALTH AND SAFETY

- 7.01 Health and Safety shall be governed by the applicable provisions of the Occupational Health and Safety Act and a member of the bargaining unit shall participate in the Joint Health and Safety Committee.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties arising out of this Agreement shall pass to and from the Human Resource Services Department and the President of the Chapter.
- 8.02 The Chapter President shall receive notification of all lay-offs, recalls, terminations, new hires and leaves of absence.
- 8.03 Bulletin Boards
The Board will provide bulletin board space at mutually agreeable locations in Sarnia and Chatham for the use of the Chapter and for posting of Board notices applicable to the employees.

ARTICLE 9 – PERSONNEL FILES

- 9.01 An employee shall have the right to reasonable access during normal business hours for the purpose of reviewing his/her personnel file in the presence of a Board official or his/her designate. The employee may reasonably request a copy of any material contained in these files.
- 9.02 If the employee disputes the accuracy of the contents of his/her file or the appropriateness of the inclusion of an item in his/her file he/she can request in writing the removal of the specified material. If the Board does not grant the request, a copy of the request will be appended to the specified material.

- 9.03 An employee shall be notified in writing of any performance or disciplinary related material added to his/her file, and a copy shall be given to the employee.
- 9.04 After twenty-four (24) months following the issuance of any letter of discipline or adverse report, provided that there has been no recurrence of that or a similar incident in the same time period, the employee may request, in writing, to the senior administrator in Human Resource Services, that such notice of discipline be removed from the employee's personnel file. The senior administrator in Human Resource Services shall review the request and notify the employee and the Association of the decision.

ARTICLE 10 – GRIEVANCE / ARBITRATION PROCEDURE

10.01 Definition:

- a) A "grievance" shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, between the employee, group of employees or APSSP and the Board.
- a) A "party" shall be defined as:
- i) APSSP;
 - ii) the Board
- b) "Days" shall mean school days unless otherwise indicated.

10.02 Informal Stage:

The employee or group of employees, and/or an APSSP representative will attempt to resolve a grievance by informal discussion with the immediate supervisor prior to initiating the formal grievance.

10.03 Formal Stage:

Step 1

- a) APSSP, at the written request of an employee or group of employees desiring to submit a grievance and with the approval of APSSP, shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicating the relief sought and signed by the grievor(s) and/or APSSP as the case may be and shall send the same to the senior administrator in Human Resource Services or designate, within twenty (20) days from the time of the occurrence of the circumstances giving rise to the grievance or when the employee ought reasonably to have become aware of the circumstances giving rise to the grievance under this collective agreement.
- b) The senior administrator in Human Resource Services or designate, shall meet with the grievor(s) and the representative(s) within ten (10) days from the receipt of the grievance. The senior administrator in Human Resource Services or designate shall forward the written decision to APSSP within five

(5) days of such meeting.

Step 2

- a) Failing settlement at Step 1, the grievor(s) and/or APSSP shall submit the grievance, in writing, to the Superintendent responsible for Human Resource Services or designate within five (5) days of receiving the decision at Step 1.
- b) The Superintendent responsible for Human Resource Services or designate, shall meet with the grievor(s) and APSSP representative(s) within ten (10) days from the receipt of the grievance. The senior administrator in Human Resource Services or designate may be present if so required by the Superintendent responsible for Human Resource Services. The Superintendent responsible for Human Resource Services or designate shall forward a written decision to APSSP within five (5) days of such meeting.

Step 3

If no settlement is reached, APSSP may submit the grievance to arbitration within ten (10) days of receipt of the response as follows:

- a) Board of Arbitration: A grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within ten (10) working days inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall within five (5) working days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

If either party fails to appoint a nominee to the Arbitration Board, the other party may request the Minister of Labour to refer the grievance to a single arbitrator.

- b) Single Arbitrator: Upon agreement of the parties a grievance may be submitted to a single arbitrator, and APSSP will indicate the name or names of its suggested arbitrator(s) to the Board. Within ten (10) working days thereafter, the other party shall respond in writing indicating their agreement to the arbitrator or suggesting another name or names. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.
- c) Powers of the Board of Arbitration: An arbitrator or an arbitration Board, as the case may be, has the powers of an arbitrator or arbitration Board under the Labour Relations Act. The time lines in the grievance and arbitration provisions are mandatory.

- d) Decision of the Arbitrator or Board of Arbitration: An arbitrator shall give a decision within thirty (30) calendar days, and a Board of Arbitration shall give a decision within sixty (60) calendar days, or as soon as possible after hearings on the matter submitted to arbitration are concluded. The decision of the Arbitrator or Board of Arbitration shall be final and binding and enforceable on all parties.
- e) Expenses of the Arbitrator or Board of Arbitration: Both parties agree to pay one-half (50%) of the fees and expenses of the single arbitrator. In the case of an arbitration Board, the parties agree to pay the fees and expenses of their respective appointees and one-half (50%) of the fees and expenses of the chair of the arbitration board.
- f) Policy Grievance: APSSP and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. Such policy grievance shall be presented at Step 2 to the APSSP President or the Superintendent responsible for Human Resource Services, as the case may be, and must be filed within twenty (20) days of the occurrence of the circumstances giving rise to the grievance or when APSSP or the Board ought reasonably to have become aware of the circumstances giving rise to the grievance under this collective agreement.
- g) i) Grievance Mediation: Nothing in this Article precludes the parties from mutually agreeing to mediation – arbitration under section 50 of the Labour Relations Act.

ii) Expedited Arbitration: Either Party may utilize the expedited arbitration provisions of the Labour Relations Act in accordance with section 49 of the Act.
- h) Other:
 - i) All time limits herein for the grievance and arbitration procedure may be extended only upon written consent of the parties.
 - ii) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.
 - iii) Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.
 - iv) Records of any grievance shall be kept in a file separate from the personnel files of an individual employee.

ARTICLE 11- PROBATIONARY AND TEMPORARY EMPLOYEES

Probationary Period

11.01 An employee hired on a probationary basis is employed on probation for one (1) year or ten (10) consecutive months of employment (excluding July and August) or such lesser period as may be determined by the Board. The probationary period may be extended for an additional year (1) or ten (10) consecutive months of employment (excluding July and August) upon agreement between the Board and APSSP. The release of a probationary employee during or at the end of such probationary period shall be in accordance with the just cause provisions.

Temporary Employees

11.02 A temporary employee is either an employee who is hired to replace an absent permanent or probationary employee or an employee who is hired during the posting period in accordance with Article 27.01 (Job Postings).

11.03 The employer will notify the Association of the hiring of a temporary employee as soon as practicable.

11.04 A temporary employee shall be entitled to all the rights and provisions of this Agreement, excluding: Article 11.01 (Probationary Employees); and Article 15 (Seniority).

11.05 The just cause standard for the discipline or discharge of a temporary employee shall be substantially less than the corresponding standard for a permanent or probationary employee.

11.06 If a temporary employee, who has been employed in a job classification for at least ten (10) consecutive months, is subsequently hired into a vacancy in the same job classification without a break in service, five (5) months of service will be credited towards the completion of the probationary period.

11.07 If a temporary employee, who has been employed in a job classification for at least ten (10) consecutive months, is subsequently hired into a vacancy in the same job classification without a break in service, he/she will receive service credit for purpose of calculating increments on the grid.

ARTICLE 12 - NEW POSITIONS

12.01 When the Board creates a new position appropriate to the Bargaining Unit, it shall meet with the Chapter to review the responsibilities and negotiate an appropriate salary.

ARTICLE 13 - CODE OF ETHICS

13.01 The employer and the Association acknowledge the responsibility of the employees to comply with the Professional Codes of Ethics of their respective

professions. In the event that compliance with any Board policy and/or procedural guideline would place an employee in violation of such employee's Professional Code of Ethics, the Board agrees to exempt such employee from its application.

ARTICLE 14 - DISCIPLINE, SUSPENSION, DISCHARGE

- 14.01 The Association recognizes the right of the Board to manage, direct, promote, demote, discipline and commend all employees according to the principles of just cause. For the purpose of this agreement, an employee may be reprimanded by his or her immediate supervisor and/or supervisory officer either verbally and/or in writing. A copy of any written reprimand shall be given to the employee. The employee has the right to respond in writing to a written reprimand and to have this response appended to the reprimand when the reprimand is placed in the employee's file.
- 14.02 A claim by an employee that he or she has been unjustly discharged or suspended, may be the subject of a grievance, if a written statement of such grievance is filed at Step 2 of the grievance procedure within twenty (20) working days of the receipt of suspension or discharge. All other discipline grievances shall be filed at Step 1.
- 14.03 An 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 at least twenty-four (24) hours in advance of his/her right to representation and as to the nature of the meeting.
- 14.04 The employer will provide written reasons for any discipline, to the employee and to the Chapter within five (5) working days of the date of the discipline.

ARTICLE 15 - SENIORITY

- 15.01 The seniority of an employee shall be defined as the length of continuous service in the Bargaining Unit since the last date of hire and shall include service with the predecessor employer of Lambton and Kent prior to certification. Seniority shall only be credited to the date of hire upon the satisfactory completion of the required probationary period. It is further agreed that time worked as a temporary employee shall only be considered in calculating the seniority date where there is no break in service from temporary status to permanent status. For purposes of clarification, the Christmas, mid – winter, and summer break periods, shall not constitute a break in service.
- 15.02 Seniority will continue to accumulate while the employee is:
- a) working for the employer;
 - b) in receipt of sick pay;
 - c) on an approved leave of absence with pay including on W.S.I.B. and L.T.D.
 - d) on maternity, parental or adoption leave;

- e) absent from work on vacation or paid holidays as provided for in this Agreement;
 - f) on an approved leave of absence without pay for a leave of less than 30 days.
- 15.03 Seniority shall be retained but not accumulated when an employee is:
- a) on an approved leave of absence without pay for a period greater than 30 days; or
 - b) on lay-off for a period not exceeding twenty-four (24) months;
- 15.04 The seniority of an employee shall be lost and employment automatically terminated if the employee:
- a) resigns in writing;
 - b) is retired;
 - c) is discharged for just cause unless such discharge is reversed through the grievance/arbitration process;
 - d) does not perform work for the employer for a period of twenty-four (24) months in the case of a lay-off;
 - e) after being laid off, fails to return to work in accordance with Article 16.
- 15.05 The Board shall maintain a single seniority list for the Bargaining Unit, setting out the names of the employees and seniority date based on the length of service since the last date of hire as outlined in 15.01. Where two (2) or more employees have the same length of service in the bargaining unit, the Board and the Association agree to meet to discuss an acceptable tie-breaking mechanism.
- 15.06 The Board will provide a seniority list to the Chapter by November 30th of each year. Such list will include all members of the bargaining unit employed as of September 30th of that year.
- 15.07 Where two or more employees in the same job classification have the same seniority, their ranking shall be determined as follows:
- a) Total accumulated days of experience with the Board in the applicable job classification;
 - b) If a tie still exists, selection by lottery conducted jointly by the parties.

ARTICLE 16 - LAY-OFFS AND RECALL

16.01 Definition of Lay-Off:

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

16.02 Role of Seniority in Lay-Off:

Both parties recognize that job security shall increase in proportion to length of service. For purposes of clarity, the existing classifications are: a) Speech-Language Pathologist; b) Social Worker; c) Child Youth Worker/Behaviour

Resource Facilitator; d) Interpreter. In the event of a lay-off, employees shall be laid off in the reverse order of their classification seniority. An employee about to be laid off may bump an employee with the least seniority in another job classification, providing the employee exercising the right has the qualifications, skills and ability to perform the work.

16.03 Advance Notice of Lay-Off:

Unless legislation is more favourable to the employees, the employer shall notify employees who are to be laid off thirty (30) calendar days prior to the effective date of lay-off. Employees will be notified no later than May 31st in the case of layoffs to take effect at the commencement of the following school year.

16.04 Recall Procedure:

- a) Permanent employees shall be recalled in order of seniority followed by probationary employees in order of date of hire, provided they have the qualifications, skills and ability to perform the work of the available position. The employer shall keep the laid off employees informed of all vacancies in the Bargaining Unit.
- b) Employees shall be notified by registered mail to their last known address and must respond within ten (10) working days of date of notice. Failure to do so will result in employee's loss of seniority rights, unless proof satisfactory to the employer, is submitted to substantiate that he or she cannot return for reason of illness or temporary absence from the employee's designated address. The employer must be notified in writing in advance of the temporary absence.
- c) The employee is responsible for keeping the Board advised of his or her current address.

16.05 No New Employees:

New employees shall not be hired until those laid off have been given an opportunity of recall in accordance with Article 16.04 (Recall Procedure).

16.06 No permanent 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 has the qualifications, skills and abilities to perform the work.

16.07 Prior to any lay-off notices being provided to affected employees, the employer will meet with the Association Executive to explain the reason for the lay-off and the procedures to be implemented.

ARTICLE 17 - HOURS OF WORK

17.01 Normal hours of work shall be thirty-five (35) hours per week, five (5) days per week, with one hour per day set aside for lunch. Notwithstanding this, however, professional obligations for these employees will require additional hours to be worked over and above the hours specified above, to attend meetings, prepare

reports to meet parent and student needs or any other professional activities related to the job.

17.02 The Board shall have the right to vary the daily hours of work when the better operation of the system requires it.

17.03 Nothing in this Agreement, and notwithstanding Article 17.02 shall be construed as a guarantee of hours of work per week or as a guarantee of work schedule.

17.04 The work year is the school year as defined by the Education Act.

ARTICLE 18 - PAID HOLIDAYS, VACATION AND VACATION PAY

18.01 Statutory Holidays are deemed to be included in the compensation.

18.02 Paid holidays for employees who work part time will be administered in accordance with The Employment Standards Act as amended from time to time.

18.03 The Christmas, mid-winter and summer break periods shall be considered as paid vacation.

ARTICLE 19 - SICK LEAVE

19.01 An employee who is unable to work due to legitimate personal illness, disability, medical, dental or specialist appointments, or accident, for which compensation is not payable under The Workplace Safety Insurance Act, shall be entitled to sick leave with pay during the period of his or her inability to work to the extent that he or she has unused accumulated sick leave credits pursuant to the terms of this Article. In the case of a long term disability (L.T.D.) the employee shall be entitled to sick leave with pay to the extent of the L.T.D. elimination period (120 days) or unused accumulated sick leave credits, whichever is less. Medical, dental or specialist appointments should be scheduled whenever possible outside normal working hours. In the event that this is not possible, the employee must advise his or her immediate supervisor prior to taking the appointment.

19.02 Permanent and probationary full-time ten (10) month employees who are actively employed will be granted two (2) days of sick leave credits per month, effective the first scheduled work day of the month. This benefit will be pro-rated if the employee works less than full time.

19.03 The unused portion of an employee's sick leave shall accrue for his or her future use to a maximum of two hundred and forty (240) days. 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 credits transferred to this Board, to a maximum of one hundred (100) days. The employer shall include the accumulated sick leave with each employee's pay statement on the first pay of each month for that month.

19.04 Employees who are unable to attend work, and who do not have sick leave days to their credit, shall be placed on leave of absence to a maximum of two years or two years from the commencement of L.T.D. benefits, unless resignation by the employee occurs prior to the two years.

19.05 Deductions from Sick Leave:

A deduction shall be made from accumulated sick leave for all working days absent for the reasons set out in Article 19.01. Absence for less than a full day shall be deducted in the proportion of the absence to the total number of hours in the work day.

19.06 There shall be no financial conversion of unused sick leave credits. Accumulation of sick leave credits will cease upon termination of employment or when in receipt of L.T.D. benefits and no remuneration will be given in lieu of remaining credits.

19.07 W.S.I.B.

a) Where an employee is absent from work as a result of a workplace injury the Board will continue to pay the employee their regular pay for a maximum of twenty (20) working days following the date of the accident. Payment for absences beyond the twenty (20) working days specified above shall be made directly to the employee by the W.S.I.B. Where W.S.I.B. has not approved a claim for benefits, an employee will only be permitted to access unused sick leave credits where appropriate medical documentation is provided to the employer to support the absence.

b) When the employee is accepted for W.S.I.B. benefits, the amount of benefits paid by W.S.I.B. for the period the Board continued payment of wages to the employee shall be directed to the Board. The employee's sick bank shall be charged with the difference between the employee's regular wage and the amount awarded by W.S.I.B.

c) Sick leave credits will be earned and accumulated for W.S.I.B. absences of thirty (30) calendar days or less.

19.08 At any meeting to discuss the early and safe return to work of an ill or injured employee, the employee shall be entitled to Association representation, and the Board shall so advise the employee. At the option of the employee, an Association representative shall be present at the meeting.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Pregnancy, Parental and Adoption Leave:

a) Pregnancy, parental and adoption leaves shall be in accordance with the *Employment Standards Act*. The current, relevant provisions of the Act are appended to this collective agreement. These provisions do not form a part

of the collective agreement and are appended for informational purposes only.

- b) An employee on pregnancy leave may access either the Supplementary Employment Benefits (SEB) Plan in 20.01 c) or the Post Partum sick leave provision in 20.01 d), but not both.

Supplementary Employment Benefits (SEB) Plan

- c) The Board shall provide for members on Pregnancy Leave, a Supplementary Employment Insurance Plan approved by Human Resources Development Canada. The plan will pay an amount equal to one hundred (100%) percent of the employee's salary for the two (2) week waiting period prior to the commencement of Employment Insurance Pregnancy Leave Benefits (EI). The supplementary payment from the Board will be payable to the employee only for those days during the two (2) week waiting period which fall on regular school days (maximum ten (10) days). The employee must provide proof from EI that an unpaid waiting period has been served.

In addition, the plan will pay an amount equal to one hundred (100%) percent of the employee's normal weekly earnings minus the Employment Insurance Pregnancy Leave Benefits for six weeks subsequent to the two (2) week waiting period. The combined weekly level of EI benefits, post-partum payments and other earnings will not exceed one hundred (100%) percent of the employee's normal weekly earnings. The supplementary payments from the Board will be payable to the employee only for those days which fall on regular school days (maximum thirty (30) days). The employee must provide proof of the amount of EI benefits.

Post Partum Sick Leave

- d) An employee going on Pregnancy Leave may request sick leave for any school days that occur during the six week period immediately following the date of delivery as long as the employee has the number of sick days requested in her sick leave account. Should a delivery or pregnancy related medical issue develop during that specified period of time, the employee may be eligible for further uninterrupted sick leave provided acceptable medical evidence is supplied by an accredited medical authority. It is understood that time on sick leave in these circumstances counts as time for purposes of Pregnancy Leave.
- e) Upon application from an employee on pregnancy or parental leave, the Board shall grant an extension of the leave of up to the end of the school year in which the extension would commence. The Board may in its discretion grant an extension beyond that date. The return date shall be clearly stated prior to the commencement of the extended leave.
- f) The employee shall be eligible to remain in the Group benefits in accordance with the *Employment Standards Act* provided the employee continues to pay his or her share of the premium costs. The employee shall pay 100% of the

premium costs for the period of the leave in excess of that required by the *Employment Standards Act*. In this Article, employee contributions shall be paid by preauthorized direct debit from the employee's bank account.

- g) An employee shall be granted a special leave without deduction from salary for one day for needs related to the birth/adoption of a child.

20.02 On return from an approved leave of absence, every reasonable effort shall be made to place the employee in his or her former position. If the former position no longer exists, he or she shall be placed in a position in accordance with Article 16 (Lay-Offs and Recall).

20.03 The employer agrees to grant a leave of absence to employees without loss of salary or deduction of sick leave credits for the following reasons and under the conditions stated:

- a) For absence from duty in any case where, because of exposure to a communicable disease the employee is quarantined or otherwise prevented by the order of the medical health authorities from attending to his or her duties.
- b) For absence from duty when required to serve as a juror or when subpoenaed as a witness in any proceedings except arbitration, to which the employee is not a party or one of the persons being charged. The amount of money received by the employee for court duties exclusive of travel allowances and living expenses shall be remitted to the Board.
- c) For absence from duty for pallbearer duty. In such cases, approval must be requested from the Immediate Supervisor and the amount of time granted shall be at his or her discretion.
- d) For absence from duty to attend the funeral of a member of the employee's immediate family. An employee's immediate family shall mean a parent, a parent-in-law, a husband, a wife, a child, a son-in-law, a daughter-in-law, a brother, brother-in-law, a sister, a sister-in-law, a grandparent, an uncle, an aunt, or any other person who may have been as close to the employee as a member of his or her immediate family. The absence for a bereavement, shall depend on circumstances, but in no case will the number of days exceed five (5).
- e) Upon request to the senior administrator in Human Resource Services or designate, up to two (2) members of the Association at one time shall be granted a leave of absence to attend to Association business. Such leave shall not exceed an aggregate of ten (10) working days per school year with pay and without loss of benefits or seniority. Such time off shall be at a time mutually agreeable to the employee and the supervisor. However, the Association shall reimburse the employer for the salary and benefits of the members of the Association during the period of absence.

20.04 Deferred Salary Leave Plan

The provisions governing Deferred Salary Leave Plans are set out in Appendix “B” to this agreement.

- 20.05 a) At the discretion of the senior administrator in Human Resource Services in consultation with the Principal - Special Education, an allowance of up to three (3) school days of leave per year without loss of pay or sick leave credits may be granted to an employee for personal reasons. Said reasons are to be stated clearly, in writing, to the Principal – Special Education.
- b) The letter of application for absence from duty is to be signed by the supervisor.
- c) Emergency situations can be handled by a telephone call to the Principal – Special Education with a follow-up letter setting out the reasons for the absence from duty.
- d) The meaning of “personal” reasons shall include:
- i) Receiving a degree of honours.
 - ii) Writing examinations.
 - iii) Attending university or other convocation of a member of the immediate family.
 - iv) When required to register for courses at a university for professional development.
 - v) Serious illness of a member of the immediate family.
 - vi) To attend the wedding of a member of the immediate family.
 - vii) To allow for acts of nature over which one has no control.
 - viii) An employee who is absent from work due to extenuating circumstances not covered above may be granted a special leave at the discretion of the senior administrator in Human Resource Services.

ARTICLE 21 - BENEFITS

21.01 Benefits apply to all Association personnel employed by the St. Clair Catholic District School Board up to age sixty-five (65). Temporary employees hired on a pre-assigned basis for a period of six (6) consecutive months of continuous service or more, shall be entitled to benefits with the exception of the Long Term Disability plan. The Board’s share of premium costs will be paid on a pro-rated basis for part-time employees.

21.02 Benefit coverage for basic life, accidental death and dismemberment, extended health, dental and travel shall be provided as described in the employee benefits booklet as at April 1, 2012, located on the Board’s internal website “The Staff Room”. The Board shall pay 85% of the premiums.

21.03 Long-Term Disability Plan

Every employee, except for temporary employees, will participate in the long-term disability plan with an elimination period of one-hundred and twenty (120) days, with premiums paid by the employee.

21.04 Change in Carrier

The Board reserves the right to change carriers on any of the insurance coverage noted above provided the insurance maintains equal or better coverage.

21.05 Pension Plan

a) Except as provided in c) below, the employer shall participate in the Ontario Municipal Employees Retirement System pension plan. It is a condition of employment with the employer that each full-time employee become a member of O.M.E.R.S., contributing payment as required by the system through payroll deduction. Part-time employees may participate in the Plan if they are eligible in accordance with the provisions of the Plan.

NOTE: Ten (10) month employees are not considered to be full-time in accordance with the provisions of O.M.E.R.S

b) The employer and the employee shall make contributions in accordance with the provisions of the Plan.

c) Employees who hold an Ontario teaching certificate are required to participate in the Teachers Pension Plan.

21.06 Benefits on Leave

Unpaid Leave of Absence

An employee who is on an approved, unpaid leave of absence may access/maintain the Board's benefits. The employee shall pay 100% of all premiums costs which shall be paid by pre-authorized direct debit from the employee's bank account.

Worker's Safety and Insurance Benefits

The Board will continue to pay its portion of benefits contributions for up to two years from the date of the compensable injury or illness if the employee continues to pay his/her contributions by pre-authorized direct debit from the employee's bank account. Where appropriate, the Board, in consultation with APSSP and the injured employee agrees to develop a return to work plan.

21.07 All of the benefits mentioned in this clause shall be as more particularly described and set forth in the respective policies of insurance. Copies of the policies shall be sent to the Union at the written request of the Union, or whenever there are any changes in the coverage provided in the policies. The Union will be given written information about any changes which have been made to the premium rates and given written information regarding changes in carriers.

21.08 The Board shall make available to each retired member upon retirement, and until age 65, the option of enrolling in the Board's benefit plan for retirees. The retired member shall pay 100% of the premium costs.

ARTICLE 22 – DEFERRED RETIREMENT INVESTMENT PLAN (DRIP FUND)

22.01 Each pay period, the Board will accrue contributions so as to annually equal 1% of the employee's basic earnings for the preceding calendar year. The Board will accrue interest annually on those funds at a rate as agreed upon from time to time. For purposes of clarification, basic earnings do not include overtime or bonus payments.

The Board shall provide each employee with a statement showing the current balance by May 31st of each year.

On termination of employment, the Board shall pay to the employee the full balance including accrued interest to the date of termination. In the event of the death of an employee, the payment shall be made by direct deposit to the employee's bank account at time of death.

At the request of the Association, the parties agree to discuss the future of the DRIP fund including any mechanism to replace it.

ARTICLE 23 – WAGES

23.01 The salary ranges applicable under this Agreement are attached hereto as Appendix A.

23.02 a) The employee's annual salary is to be paid in twenty-six (26) or twenty-seven (27) equal payments as applicable, every alternate Thursday by direct bank deposit into the employee's bank account. Where twenty-seven payments apply, the Board shall withhold one twenty-sixth (1/26) of the employee's net pay from the first twenty-six (26) payments to make up the twenty-seventh payment.

b) Pay for a temporary assignment is prorated and paid in equal payments over the duration of the assignment.

23.03 The pay schedule under this agreement is deemed to be a gender neutral compensation schedule for the purposes of the Pay Equity Act.

23.04 Annually, members of the Association will provide the employer with a copy of their professional certification confirming membership in good standing with their respective professional college, where applicable.

ARTICLE 24 – SALARIES AND ALLOWANCES

24.01 Allowance for Prior Experience

Placement on the salary grid will reflect credit of one (1) increment level for each year of related experience up to the category maximum. A year of related experience shall be defined as one (1) year of relevant full time employment as determined by the employer. Years of service for initial placement on the grid shall be as of the date that the employee became permanent subject to Article 11.07.

24.02 Annual increments are payable on September 1 of each year, with years of service calculated as at July 1st. A year of service for purposes of this agreement shall be ten (10) working months.

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

24.04 Where an employee is required to perform their duties outside of the normal work day, the employee may request compensatory time off. Except in extenuating circumstances an employee will seek prior approval to perform their duties outside of the normal work day from the Principal – Special Education and in all cases will submit requests for compensatory time off to the Principal – Special Education.

ARTICLE 25 – PROFESSIONAL DEVELOPMENT

25.01 The employer and the Chapter share a desire to maintain and improve professional standards by giving employees the opportunity to participate in seminars, workshops, short courses or similar programs to keep up to date with knowledge in their respective fields.

25.02 The employer may provide leave with pay and full or partial payment of fees and expenses in order to permit an employee to attend professional development programs. The approval of such leave will be at the discretion of the Board and the appropriate Superintendent or designate.

25.03 Where employees are required by their professional college to pay professional fees in order to practice in the province of Ontario, the employer will reimburse them for the full amount of such fees upon proof of payment. The Board may request proof that such professional fees are mandatory.

25.04 The Board will continue to reimburse the membership fees to Child and Youth Workers and Interpreters as per current practice.

25.05 The Association shall have an ongoing opportunity through the Joint Liaison Committee to provide input on Professional Development and Training.

ARTICLE 26 – TRANSPORTATION

- 26.01 Except as provided in Article 26.03, the employer agrees to pay each employee the applicable Revenue Canada rate per kilometre for each kilometre driven in the employee's own automobile while on the employer's business provided that the employee has received authorization from the employer. An employee required to travel between two (2) or more work locations shall be entitled to travel allowance as per the foregoing. Each employee will be assigned a home base for purposes of identifying a start or finish point.
- 26.02 It is understood and agreed that employees using their personal cars on the employer's business shall maintain car insurance coverage in an amount not less than One Million Dollars for personal liability and public damage.
- 26.03 It is understood that, where convenient, the most economical and reasonable means of transportation will be used particularly when travelling outside of the District. When travel occurs outside the District, approval from the immediate supervisor is required in advance and a reduced or special rate may apply for this travel.

ARTICLE 27 - JOB POSTINGS

- 27.01 When a vacancy of six (6) months or more occurs or a new position is created within the bargaining unit, the employer shall post the notice of the position for a period of five (5) working days and provide a copy of the notice to the Association President. The employer agrees to consider the qualifications, skills and abilities of all applicants from the bargaining unit before considering external applicants. Once the vacancy has been filled, the employer shall inform the Association of the successful applicant. During the posting period the employer may temporarily fill the posted position with a temporary employee.
- 27.02 In making its selection, appointment shall be made of the applicant with the greatest skill, knowledge and qualifications. If two or more applicants are relatively equal, as determined by the employer, appointment shall be made of the applicant with the greatest seniority.
- 27.03 During the summer months and other extended holiday time, the employer shall provide notice of job vacancies or new positions to the Association.
- 27.04 Where the employer decides not to fill a vacancy in the bargaining unit, the employer agrees to notify the Association in writing of this decision and the reasons for the decision.

ARTICLE 28 - EMPLOYER SHALL ACQUAINT NEW EMPLOYEE

- 28.01 The employer agrees to provide each new employee with a copy of the current Collective Agreement.

ARTICLE 29 – DISTRIBUTION OF AGREEMENT

29.01 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 final signing of the collective agreement by the parties.

The Association shall pay to the employer one-half of the cost of printing and/or photocopying costs of the collective agreements.

ARTICLE 30 – NO STRIKE NO LOCKOUT

30.01 The parties agree that there shall be no strikes and lockouts during the term of this Agreement nor shall APSSP, its officers and agents take any steps directly or indirectly to cause a strike during the duration of this agreement. The terms “strike and “lockout” shall be interpreted in accordance with the definitions set out in the Ontario Labour Relations Act, as amended from time to time.

30.02 Employees covered by this Agreement shall perform only their regular professional duties and shall not be required to perform duties of employees on strike or locked out.

ARTICLE 31 – TERM OF THE AGREEMENT

31.01 This Agreement shall have effect from September 1, 2012 and shall remain in effect up to and including August 31, 2014 and shall be renewed automatically from year to year thereafter unless either party gives notice in writing to the other party during the last ninety (90) days of the term of this Agreement of that party's intention to negotiate revisions hereto.

31.02 Amendments to this agreement must be made in writing and signed by representatives of both parties.

Dated at Wallaceburg this _____ day of January, 2013.

FOR THE BOARD:

FOR THE ASSOCIATION:

SALARY SCHEDULE

APSSP Salary Grid

Speech - Language Pathologists & Social Workers

Year	1-Sep-07	3.0 % 1-Sep-08	3.0 % 1-Sep-09	3.0 % 1-Sep-10	3.0 % 1-Sep-11
0	\$52,009.69	\$53,569.98	\$55,177.08	\$56,832.39	\$58,537.36
1	\$54,291.33	\$55,920.07	\$57,597.67	\$59,325.60	\$61,105.37
2	\$56,571.85	\$58,269.01	\$60,017.08	\$61,817.59	\$63,672.12
3	\$58,852.36	\$60,617.93	\$62,436.47	\$64,309.56	\$66,238.85
4	\$61,088.54	\$62,921.20	\$64,808.83	\$66,753.10	\$68,755.69

<i>Master's Degree Allowance</i>	Effective 1-Sept-07	\$5,000
	Effective 1-Sept-08	\$5,150
	Effective 1-Sept-09	\$5,305
	Effective 1-Sept-10	\$5,464
	Effective 1-Sept-11	\$5,628

Interpreters

Year	1-Sep-07	3.0 % 1-Sep-08	3.0 % 1-Sep-09	3.0 % 1-Sep-10	3.0 % 1-Sep-11
0	\$30,298.98	\$31,207.95	\$32,144.19	\$33,108.51	\$34,101.77
1	\$31,803.04	\$32,757.13	\$33,739.85	\$34,752.04	\$35,794.60
2	\$33,311.63	\$34,310.98	\$35,340.31	\$36,400.52	\$37,492.53
3	\$35,095.34	\$36,148.20	\$37,232.65	\$38,349.63	\$39,500.11
4	\$36,698.30	\$37,799.25	\$38,933.23	\$40,101.22	\$41,304.26

<i>University Degree Allowance:</i>	Effective 1-Sept-07	\$750
	Effective 1-Sept-08	\$773
	Effective 1-Sept-09	\$796
	Effective 1-Sept-10	\$820
	Effective 1-Sept-11	\$844

Child & Youth Workers / Behaviour Resource Facilitator

Year	1-Sep-07	3.0 % 1-Sep-08	3.0 % 1-Sep-09	3.0 % 1-Sep-10	3.0 % 1-Sep-11
0	\$35,666.09	\$36,736.07	\$37,838.15	\$38,973.30	\$40,142.50
1	\$37,480.49	\$38,604.90	\$39,763.05	\$40,955.94	\$42,184.62
2	\$39,622.31	\$40,810.98	\$42,035.31	\$43,296.37	\$44,595.26
3	\$41,450.37	\$42,693.88	\$43,974.70	\$45,293.94	\$46,652.76
4	\$42,073.35	\$43,335.55	\$44,635.62	\$45,974.69	\$47,353.93

<i>University Degree Allowance:</i>	Effective 1-Sept-07	\$750
	Effective 1-Sept-08	\$773
	Effective 1-Sept-09	\$796
	Effective 1-Sept-10	\$820
	Effective 1-Sept-11	\$844

Retroactivity is payable to terminated APSSP employees as per the current practice.

Qualification

1. Any employee having three (3) years' seniority with the Board is eligible to participate in the Plan.

Description

2. Subject to the approval of the Canada Revenue Agency, the number of years over which the employee's salary is to be deferred shall be negotiated between the employee and the Director of Education, but will not exceed a six (6) year span from the commencement of the deferral of salary to the completion of the period of leave, in accordance with the Income Tax Act (Canada). The leave must be for no less than a six (6) month period.

Application

3.
 - a) An employee who intends on participating in the Plan must apply in writing to the Director or Education on or before January 31st requesting permission to participate in the Plan.
 - b) The application form shall set out the period in which the Plan is to be affected and the year in which the employee requests the leave.
 - c) Criteria for acceptance will be based on:
 - i) earliest applications and
 - ii) seniority
 - d) Written acceptance or denial of the employee's request with an explanation will be forwarded to the employee by April 1 in the year the application is made.
 - e) Approval of individual requests to participate in the Plan shall be at the sole discretion of the Board.
 - f) The employees cannot receive any earnings during the leave from the employer as this will disqualify the arrangement as a bona fide Salary Deferral Agreement.
 - g) In accordance with the Income Tax Act (Canada), employees must return to the employ of the employer or another employer that provides its employees the option to take a Salary Deferral Leave for a period at least equal to the duration of the leave at the end of the leave.

Payment formula and Leave of Absence

4. In each year of the Plan preceding the year of the leave, the employee shall be paid an equally reduced percentage of his/her proper grid salary and applicable allowances. The remaining percentage of annual salary, not to exceed one third of their earnings in accordance with the Income Tax Act (Canada), shall be deferred and this accumulated amount plus any interest earned shall be retained for the employee by the Board to finance the year of the leave.
5. Deductions will be made each pay period and remitted once a month to the current Board bank account set up separately for each participating employee. The funds in this account will be held in trust by the Board for each contributor at the bank where the Board normally does business. On or before January 31st in the first year of the participation and each year thereafter until and including the year following the leave of absence of each participating employee, he/she shall receive from the Board a statement of principal and interest standing to his or her credit, as recorded and reported by the Bank.
6. Interest shall be credited to the account monthly, using the Minimum Lending Rate less a specified percentage established by the bank. The interest rate will be applied in accordance with banking agreement established with the Board. The Board agrees to pay the interest earned annually on the trust account at the end of each taxation year in accordance with current legislation and will recognize the earnings in amounts reported to the employee's T4. In the year of the leave, one third of the accumulated savings including undistributed interest in the current account shall be paid to the employee by September 15th and the balance by January 15th less the appropriate payroll deductions.

Employee Benefits

7.
 - a) While an employee is enrolled in the Plan, and not on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received had he/she not been enrolled in the Plan, subject to any terms or restrictions of the insurance policy in effect.
 - b) An employee's benefits will be maintained by the Board during his/her leave of absence; however, the premium costs of all benefits shall be paid by the employee during the year of leave.
 - c) While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had he/she not been enrolled in the Plan, subject to any terms or restrictions of the insurance policy in effect.
8. The Board will make pension deductions from payments to the participant in accordance with the appropriate pension act. It is understood that OMERS

will treat the year of leave as broken service which the employee could purchase at double contribution on 100% of annual salary.

9. a) Sick leave credits will not accumulate during the year spent on leave.
b) Seniority will continue to accumulate.
c) Experience for purposes of salary increment will not accumulate for the period of the leave.

Withdrawal from the Plan

10. Laid off employees must withdraw from the Plan. In such case the employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan, subject to the statutory deductions required from time to time by the regulations set by Revenue Canada. Where an employee withdraws from the plan, the Board shall issue revised T4s for years in which earnings were deferred.
11. An employee may withdraw from the Plan at any time prior to March 1st of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per Section 10 above.
12. Should an employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death will be paid to the employee's estate.
13. An employee who resigns from the Board's employ, is dismissed, or otherwise ceases to be employed by the Board prior to commencement of his/her leave, shall be deemed to have withdrawn from the Plan.
14. In the event that the employee requests to delay or defer the leave of absence and the Board consents, then such leave may be postponed but under no circumstances should such delay or deferral exceed one (1) school year and the participant must take his/her leave at the end of such time or withdraw from the Plan at that time, taking into consideration the parameters previously noted.

PAY EQUITY PLAN

FOR

THE ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD
(Hereinafter referred to at the Board)

AND

THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL – ST.
CLAIR CHAPTER
(Hereinafter referred to as the Association)

The parties agree that:

1. The job classes covered by this agreement shall continue to be compensated without regard to the gender of the incumbents.
2. For purposes of the Pay Equity Act:
 - 2.1 The establishment is the St. Clair Catholic District School Board
 - 2.2 The bargaining agent is the Association of Professional Student Services Personnel
 - 2.3 The bargaining unit consists of all members of the bargaining unit which includes Sign Language Interpreters/Education Interpreters, Child and Youth Workers/Behaviour Resource Facilitators, Speech – Language Pathologists, Social Workers and Psychometrists.
3. For purposes of the Pay Equity Act, the job classes are:
 - Interpreter
 - Child and Youth Worker
 - Social Worker
 - Speech and Language Pathologist
4. That all the job classes noted above are considered Female Job Classes.
5. That the negotiations and development of this Pay Equity Plan has been conducted without gender bias.
6. The parties are agreed that Pay Equity Adjustments made under this Pay Equity Plan satisfy the requirement to maintain Pay Equity which results from the amalgamation of the predecessor employers, the Kent County Roman Catholic Separate School Board and the Lambton County Roman Catholic Separate School Board.

7. That Pay Equity will be maintained by ensuring that all future collective bargaining negotiations and the determination of pay rates will be carried out free from gender bias.
8. Effective September 1, 2006 the following Pay Equity Adjustments shall be applied to each step of the respective salary grids prior to any collective bargaining adjustments on that date:

Interpreter	\$684.25
Child and Youth Worker	\$784.47
Social Worker	\$1,139.01
Speech and Language Pathologist	\$1,139.01

9. Effective September 1, 2007 the following Pay Equity Adjustments shall be applied to each step of the respective salary grids prior to any collective bargaining adjustments on that date:

Interpreter	\$715.73
Child and Youth Worker	\$820.56
Social Worker	\$1,191.42
Speech and Language Pathologist	\$1,191.42

Signed this 16th day of February 2007,

FOR THE BOARD:

FOR THE ASSOCIATION:

Terms and Conditions of Employment for Applied Behaviour Analysis Specialist

1. The annual salary for a permanent full-time ABA Specialist shall be:
 - a. \$52,500 per year effective September 1, 2010
 - b. \$54,075 per year effective September 1, 2011
 - c. \$54,075 per year effective September 1, 2012
2. The work year shall consist of twelve (12) months.
3. The Christmas break shall be considered as paid vacation for permanent full-time ABA Specialists and additional vacation entitlement shall be credited on a monthly basis, the first pay of the month for the time earned in the prior month on the basis of ten (10) days per year.
4. Consistent with the terms of Article 26.01 of the collective agreement, the Board assigns the Catholic Education Centre as the 'home base' for the ABA Specialist.

LETTER OF UNDERSTANDING # 1

Adequate Space, Privacy and Resources

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

Dated at Wallaceburg this _____ day of November, 2008.

FOR THE BOARD:

FOR THE ASSOCIATION:

LETTER OF UNDERSTANDING #2

Benefit Improvements

The 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.

The allocation of the Association of Professional Student Services Personnel (APSSP), proportional share of the Ministry of Education's funding enhancements for Benefits shall be the ratio between the APSSP Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized employees, excluding occasional teachers, as reported in the Board's 2008 - 2009 Financial Statements. The Board shall share the financial analysis and calculations with the Association.

Upon request, the Board shall provide the bargaining unit with the requested disclosure to inform decision making on this matter. The nature of the disclosure will be similar to but not limited to the information provided by School Boards in a public procurement process.

All group benefit coverage levels, provisions and practices in place in 2007-2008, and not revised under this enhancement, shall at a minimum remain status quo for the 2008 to 2012 locally negotiated Collective Agreements. For clarity, if in September 2007 the ODA rate was set at 2005 rates, then in September 2009 the ODA rate would be set at 2007 rates.

The parties agree to negotiate the enhancements to group benefits and other working conditions for implementation by September 1, 2010, through the Joint Liaison Committee. The Association may include an outside consultant in such negotiations if required. The Board shall spend no less than the allocated amount under this enhancement.

Dated at Wallaceburg this _____ day of November, 2008.

FOR THE BOARD:

FOR THE ASSOCIATION:

LETTER OF UNDERSTANDING #3

Staffing Funding Enhancement for 2009-2010
Professionals and Para-Professionals

WHEREAS the Government has indicated its 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 follows: 0.33 staff per 1,000 elementary pupils in 2009-10;

WHEREAS the Government will require that this funding enhancement be used in 2009-10, in the manner described below.

Subject to the above, in 2009-10, the Board will apply this enhanced funding, up to the value of the Board's share, in the following order:

-Offset staff reductions in Professional and Para-Professional Support Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;

-Use all remaining funds to hire additional unionized Board-employed Professionals and Para-Professional Supports in 2009-10, up to the value of the Board's share of this new allocation, to enhance direct services to students with special needs and/or at-risk students, targeted to the following job categories: attendance counselors, social workers, child/youth workers and community workers, as well as professionals and para-professionals who provide support for special education such as psychologists, psychometrists, and speech pathologists. Special consideration will be given to the needs of Grade 7 and 8 Students.

The Board shall share the financial analysis and calculations with the Association.

Dated at Wallaceburg this _____ day of November, 2008.

FOR THE BOARD:

FOR THE ASSOCIATION:

LETTER OF UNDERSTANDING #4

Protocol Template and/or Guiding Principles

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

Dated at Wallaceburg this _____ day of November, 2008.

FOR THE BOARD:

FOR THE ASSOCIATION:

LETTER OF UNDERSTANDING #5

PDT Provincial Committees

The Board agrees that in the event a member of the bargaining unit is appointed to a provincial committee arising out of the PDT agreement, the employee will not suffer loss of pay or benefits for time spent attending committee meetings. Whereas the Ministry of Education has made the commitment to pay all expenses related to participation on these committees it is further agreed that any money received by the employee directly from the Ministry in this regard, exclusive of travel allowance and living expenses shall be remitted to the Board.

Dated at Wallaceburg this _____ day of November, 2008.

FOR THE BOARD:

FOR THE ASSOCIATION:

