

MEMORANDUM OF SETTLEMENT

BETWEEN

THE ST CLAIR CATHOLIC DISTRICT SCHOOL BOARD

("the Employer")

and

THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL


("the Association")


The parties hereby agree to follow the 2008 – 2012 Collective Agreement subject to the attached amendments.

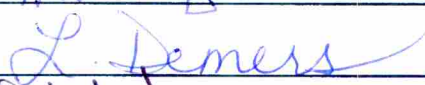
A revised Collective Agreement reflecting these amendments shall be created by the Board with the approval of the Association following ratification.

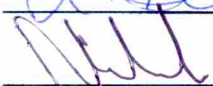
Dated at Wallaceburg this 20th day of December 2012.

FOR THE BOARD:

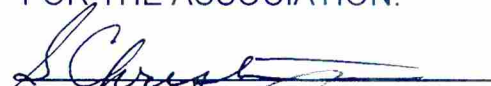





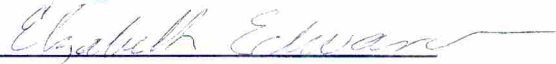




FOR THE ASSOCIATION:







**ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD
APSSP NEGOTIATIONS - 2012**

Current Language:

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 and Psychometrists.

Proposal:

Add ABA Specialist to the recognition clause to provide as follows:


Proposed Language:

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.**

AGREED December 17, 2012:



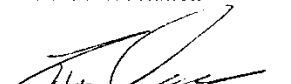
For the Employer



For the Association



For the Employer



For the Association

**ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD
APSSP NEGOTIATIONS - 2012**

Current Language:

- 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 **Smart Find Express**, the Board's electronic attendance reporting tool.

Proposal:

Delete "Smart Find Express", the name of the current software application.

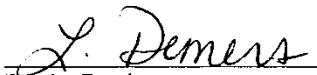
Proposed Language:

- 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.

AGREED November 28, 2012:



For the Employer



For the Employer



For the Association



For the Association

**ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD
APSSP NEGOTIATIONS - 2012**

Proposal:

Add a new Article 15.07 as follows:


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.**

AGREED December 17, 2012:



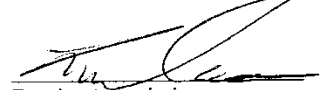
For the Employer



For the Employer



For the Association



For the Association

**ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD
APSSP NEGOTIATIONS - 2012**

Current Language:

21.01 Basic Life and Accidental Death and Dismemberment

- a) Effective the first of the month following ratification, the Board shall pay 85% of the premiums for Basic Life and Accidental Death and Dismemberment (AD & D) insurance in the amount of 3 times salary to a maximum of \$150,000.
- b) In addition, employees can increase coverage through Optional Life Insurance, available in units of \$10,000, to a combined Basic and Optional Life Insurance maximum of \$250,000. Employees are responsible for 100% of the Optional Life Insurance premium.

21.02 Dental

Effective the first of the month following ratification the Board shall pay 85% of the premiums for the Dental plan. The plan shall include basic and preventative services with 100% reimbursement with an unlimited annual maximum. The recall for basic and preventative services shall be nine (9) months for adults and six (6) months for children under the age of 19. The dental plan shall also include orthodontic services with 50% reimbursement and lifetime maximum of \$2,500 per person. Major restorative services shall be included with 50% reimbursement and no maximum. All benefits under this plan are to be paid in accordance with the Ontario Dental Association's Schedule of Fees which shall be maintained two (2) years behind the current schedule as set out by the Ontario Dental Association. In addition, the plan will provide a dependent coverage to age 21, or to age 25 provided the dependent is unmarried and enrolled as a full-time student in an accredited institution of learning.

21.03 Extended Health Care

Effective the first of the month following ratification, the Board shall pay 85% of the premiums for the Extended Health Care plan. The plan shall be the current Manulife plan design (Group #1086E) and will include Prescription Drugs equivalent to Liberty formulary number 2, semi-private hospital accommodations and vision care of \$300/24 months and an annual eye examination, hearing aids of \$500/60 months, Chiropractic of \$400 per year, maximum \$35 per visit, Physiotherapy of \$400 per year, maximum \$35 per visit, insulin control and sleep apnea devices as well as Deluxe Travel coverage. The deductible shall be \$10/single and \$20/family coverage per year. In addition, the plan will provide for dependent coverage to age 21, or to age 25 provided the dependent is unmarried and enrolled as a full-time student in an accredited institution of learning.

Proposal:


Delete the current Articles 21.01, 21.02 and 21.03, replace with the following as 21.02 and renumber the balance of the article accordingly.

ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD
APSSP NEGOTIATIONS - 2012

Proposed Language:

21.01 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.

AGREED November 28, 2012:



For the Employer



For the Employer



For the Association



For the Association

ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD
APSSP NEGOTIATIONS - 2012

Current Language:

21.06 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.

Proposal:

Amend the current Article 21.06 a) to reflect O.M.E.R.S. determination regarding ten-month employees.

Proposed Language:

21.06 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 employee becomes 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

AGREED November 28, 2012:



For the Employer



For the Employer



For the Association



For the Association

**ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD
APSSP NEGOTIATIONS - 2012**

Current Language:

- 23.02 a) The employee's annual salary is to be paid in twenty-six (26) equal payments every alternate Thursday by direct bank deposit into the employee's bank account.
- b) Pay for a temporary assignment is prorated and paid in equal payments over the duration of the assignment.
- c) ***Notwithstanding, Article 23.02 a), where the school year exceeds fifty-two (52) weeks, a pay period may be extended so as to provide twenty-six (26) pay periods in that year.***


Proposal:

Delete the current 23.02 c) and amend the current 23.02 a) to read as follows:

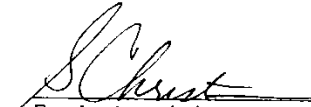
Proposed Language:

- 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.


AGREED November 28, 2012:



For the Employer



For the Association



For the Employer



For the Association

**ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD
APSSP NEGOTIATIONS - 2012**


Current Language:

31.01 This Agreement shall have effect from **September 1, 2008** and shall remain in effect up to and including **August 31, 2012** 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.


Proposed Language:

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.

AGREED November 28, 2012:



For the Employer



For the Employer



For the Association



For the Association

ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD
APSSP NEGOTIATIONS - 2012

Current Language:

LETTER OF UNDERSTANDING #2

Compensatory Time

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.

Dated at Wallaceburg this _____ day of November, 2008.

FOR THE BOARD:

FOR THE ASSOCIATION:

Proposal:

Move to new item 24.04

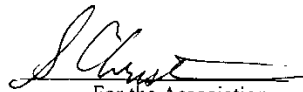
Proposed Language:

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.

AGREED November 28, 2012:



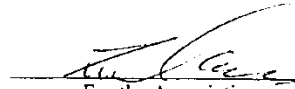
For the Employer



For the Association



For the Employer



For the Association

**ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD
APSSP NEGOTIATIONS - 2012**

Current Language:

LETTER OF UNDERSTANDING #3

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.

Dated at Wallaceburg this _____ day of November, 2008.

FOR THE BOARD:

FOR THE ASSOCIATION:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Proposal:

Move to new item 1.02

Proposed Language:

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.


AGREED November 28, 2012:



For the Employer



For the Association



For the Employer



For the Association

**ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD
APSSP NEGOTIATIONS - 2012**

Current Language:

LETTER OF UNDERSTANDING #5

Professional Development Allocation

The Board will receive, in 2008-2009, a one-time allocation for professional development and training for support workers. The proportionate share of the money for the bargaining unit as provided by the Ministry of Education will be turned over to the bargaining unit no later than December 31, 2008. After consultation with the Board through the Joint Liaison Committee, the money will be used by the bargaining unit to support the professional development of bargaining unit members. The final decision on the use of such funds will be made by the bargaining unit.

The allocation for the use of the Bargaining Unit's proportional share of the Ministry of Education's funding enhancements for Professional Development and Training in the GSN shall be the ratio between the Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized educational support workers as reported in the Board's 2006-2007 Financial Statements. The Board shall share the financial analysis and calculations with the Association.

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

Dated at Wallaceburg this _____ day of November, 2008.

FOR THE BOARD:

FOR THE ASSOCIATION:

_____	_____
_____	_____
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Proposal:

Delete out-dated and redundant Letter of Understanding

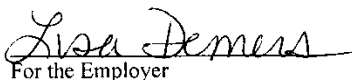
AGREED December 17, 2012:



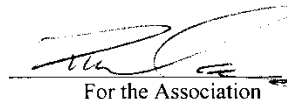
For the Employer



For the Association



For the Employer



For the Association