

MEMORANDUM

OF

SETTLEMENT

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

AND

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

The undersigned representatives of both the Board and the Association agree to the following basis of settlement of all matters in dispute and agree to recommend its acceptance unanimously to their principals for ratification.

1. The term of the collective agreement shall be from September 1, 2012 to August 31, 2014.
2. All matters previously settled and agreed to by the parties prior to the date hereof shall be incorporated.
3. All matters settled and signed off on Dec. 17/12 (as attached).

SIGNED this 17th day of December 12 at North York, Ontario

FOR THE ASSOCIATION

FOR THE BOARD

Julie M. Letta
Danielle Di Giulio
Cynthia Harris
[Signature]
Larry Bell

Carla Marchetti
[Signature]
K. Malhotra
Sally
M. DiSuz

ARTICLE 1

RECOGNITION OF ASSOCIATION

1.01 The Board recognizes the Association as the exclusive bargaining agent for all Toronto Catholic District School Board Professional Student Services Personnel such as audiologists, psychologists, psychoeducational consultants, psychological associates, social workers, speech/language pathologists, attendance counsellors, interpreters, community relations officers, parenting & family literacy facilitators, settlement counsellors, mental health leads and research associates (hereinafter collectively called referred to as the "Special Services Staff" and individually called a "special services staff member") save and except Chief Psychologist, Chief Social Worker, Chief Speech/Language Pathologist, supervisors and persons above the rank of the exclusions and persons covered by subsisting collective agreements.

1.03 (f)
Assignments for Parenting and Literacy Facilitators in excess of thirty (30) working days in duration will be considered as a limited term position. Assignments of thirty (30) working days or less are covered by Supply Parenting and Family Literacy Facilitators who are not members of the APSSP bargaining unit.

ARTICLE 2

ASSOCIATION RIGHTS

- | 2.02 The Provisions of the Ontario Human Rights Code, ~~1981~~, apply to all special services staff members. In addition, there shall be no discrimination by the Board or Association, or the Local Association, or any special services staff member against a special services staff member, because of political affiliation or membership or non-membership in any lawful Association or lawful activity therein.
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ARTICLE 5

NO CESSATION OF WORK

- 5.01 (a) Neither the Association, the Local Association nor any special services staff members shall take part in or call or encourage any strike, sit-down, slowdown, any suspension of work, picketing or other concerted or individual activity designed to restrict or limit the operations of the Board. In the event of any such activity, ~~the Association and the Local Association, through its officers and~~ representatives will instruct the special services staff members involved to return to work and perform their usual duties and, if advisable, resort to the grievance procedure provided herein. The Board shall not engage in any lockout of the Special Services Staff. "Lockout" shall be as defined in the Labour Relations Act, 1995 R.S.O. 1980, Chapter 228.

ARTICLE 11

SENIORITY

- 11.04 a) In the event the circumstances require lay-off of seniority employees, the Board shall provide notice of impending lay-off in accordance with the Employment Standards Act, but with a minimum of six (6) weeks notice or pay in lieu thereof. Prior to any lay-off notice being provided to affected employees, the Board will advise the Association of the lay-off at least ~~two weeks~~ **three (3) weeks** prior to the issuance of the individual lay-off notices in order to provide for discussion relating to such lay-off, including possible alternatives to the lay-off.
- 11.04 c) The classifications referred to in sub-clause (b) above shall be the classifications referred to in Article 1.01 hereof, namely:
- i) psychologists/psychoeducational consultants/psychological associates,
 - ii) social workers,
 - iii) speech/language pathologists
 - iv) attendance counsellors,
 - v) interpreters,
 - vi) community relations officers,
 - vii) research associates,
 - viii) audiologists,
 - ix) parenting & family literacy facilitators
 - x) settlement counsellors

If the Board establishes a new job classification within the bargaining unit, the Local Association shall be notified in writing within five (5) days of the filling thereof of the rate of pay established for such classification; and the Board shall discuss promptly such rate of pay with the Local Association. Any change agreed to by the parties as a result of such discussions shall be retroactive to the date of the filling of such position.

TRANSFER REQUESTS- JOB POSTING AND TRANSFER REQUESTS

ARTICLE 13

ARTICLE 14

BENEFITS

- 14.03 (a) The Board shall continue the existing Great West Life Semi-Private Extended Health Plan with the deductible of \$10 and \$20 and the Great West Life \$250/24, (~~\$325/24 effective December 1, 2008~~) Vision Care Plan, \$375/24 (inclusive of one eye examination every two (2) years) and pay an amount equal to ~~100%~~ 90% of the current premium premiums in effect on June 1, 2005.

~~Effective December 1, 2008 the Board shall pay 100% of the premium in effect on June 1, 2006.~~

~~Effective September 1, 2009 the Board shall pay 100% of the premium in effect on June 1, 2007.~~

~~Effective September 1, 2010 the Board shall pay 100% of the premium in effect on June 1, 2008~~

~~Effective September 1, 2011 the Board shall pay 100% of the premium in effect on June 1, 2009.~~

- 14.05 The portion of an EIC~~E~~ rebate which may arise by reason of the Board's sick leave plan shall be used to offset its cost to provide benefits under this Article. The Board shall provide the Association with information on an annual basis regarding any applicable EI rebate.

16.01 Bereavement Leave

- (a) The Board shall grant to a special services staff member requiring leave by reason of a death in the special services staff member's immediate family (spouse, child, mother, father, brother, sister, mother-in-law, father-in-law or grandchild and in special circumstances recognized by the ~~Director of Education~~ Supervisory Officer of Human Resources, or designate, of a former legal guardian or ward) up to five (5) working days without loss in pay;

~~16.03 Association Leave~~

- (b) (iii) no special services staff member is absent on such leave for more than five (5) working days in any calendar year provided that the ~~Director of Education~~ Supervisory Officer of Human Resources, or designate may, at the request of the Local Association, increase such number of days up to ten (10).

16.04 Jury Duty or Subpoena

- (b) A special services staff member shall be entitled to the special services staff member's salary notwithstanding the absence from duty occasioned by quarantine, by jury duty, or by subpoena to any court or administrative tribunal in any proceeding in which the special services staff member is not charged.

Deferred Salary Leave Plan – Title Change Only

- (f) The Board will grant.....terms and conditions:

ARTICLE 18

REMUNERATION AND PERIOD OF WORK

18.01 b) Psychological Associates M.A., Psychologists (M.A.), Psychoeducational Consultants M.A, Social Workers M.S.W., Speech/Language Pathologists M.A. or Equivalent, Audiologists M.A.

18.01 d) Community Relations Officers

Revised CRO Grid effective:

<u>STEP</u>	<u>May. 1, 2009</u>	<u>Sept. 1, 2009</u>	<u>Sept. 1, 2010</u>	<u>Sept. 1, 2011</u>
<u>00</u>	<u>51,411.27</u>	<u>52,953.61</u>	<u>54,542.21</u>	<u>56,178.48</u>
<u>01</u>	<u>53,462.58</u>	<u>55,066.46</u>	<u>56,718.45</u>	<u>58,420.00</u>
<u>02</u>	<u>55,595.73</u>	<u>57,263.61</u>	<u>58,981.51</u>	<u>60,750.96</u>
<u>03</u>	<u>57,814.00</u>	<u>59,548.43</u>	<u>61,334.87</u>	<u>63,174.92</u>
<u>04</u>	<u>60,120.78</u>	<u>61,924.41</u>	<u>63,782.14</u>	<u>65,695.60</u>
<u>05</u>	<u>62,519.60</u>	<u>64,395.19</u>	<u>66,327.04</u>	<u>68,316.86</u>
<u>06</u>	<u>65,014.13</u>	<u>66,964.56</u>	<u>68,973.49</u>	<u>71,042.70</u>
<u>07</u>	<u>67,608.20</u>	<u>69,636.45</u>	<u>71,725.53</u>	<u>73,877.30</u>
<u>08</u>	<u>70,305.76</u>	<u>72,414.94</u>	<u>74,587.38</u>	<u>76,825.01</u>
<u>09</u>	<u>73,110.96</u>	<u>75,304.30</u>	<u>77,563.42</u>	<u>79,890.33</u>
<u>10</u>	<u>76,028.09</u>	<u>78,308.94</u>	<u>80,658.20</u>	<u>83,077.95</u>

18.01 f) Parenting and Family Literacy Facilitators

\$32.50 per hour inclusive of statutory holiday pay and vacation pay.

18.02 – to be renumbered to 18.02 (a)

18.02 b) The work year for all Parenting and Family Literacy Facilitators shall be the school year. The normal work week for each Parenting and Family Literacy Facilitator assignment shall consist of four (4) hours per day, Monday to Friday, plus four (4) hours with pay as planning time per month. Where a Parenting and Family Literacy Facilitator is authorized to work additional hours they shall be paid for such additional hours worked at their regular rate of pay. Parenting and Family Literacy Facilitator wages shall be paid up to date and shall be issued through direct deposit to the employee's designated bank account, on a bi-weekly basis, on the first or second Friday commencing after the first instructional day of school, depending on when the Board's next available regular bi-weekly pay period falls. Bi-weekly payments shall continue thereafter, with the last pay being the Friday pay cycle following the last school day in June. In the case where the pay date

falls on a Statutory Holiday, the pay will be directly deposited into the employee bank account on the day before the Statutory Holiday.

18.10

A Supervision Allowance will be paid to psychologists/psychological associates assigned to ~~review and sign off assessments of unregistered staff of \$1,656 effective September 1, 2008, \$1,706 effective September 1, 2009, \$1,757 effective September 1, 2010~~ provide professional supervision to psychology staff who are not autonomous practitioners of \$1,810 effective September 1, 2012.

ARTICLE 24

RENEWAL, AMENDMENT AND TERMINATION

24.01

Save as otherwise set out, this Agreement shall become effective on the 1st day of September, ~~2008~~ 2012 and shall continue in effect until the 31st day of August, ~~2012~~ 2014 and shall continue automatically thereafter during annual periods of one year unless either party notifies the other in writing within the ninety (90) days preceding the expiry date of this Agreement, that it desires to amend or terminate this Agreement.

1. APPENDIX M

LETTER OF UNDERSTANDING - PROVINCIAL COMMITTEES

In the event that any employee in the bargaining unit participates in any Provincial Committee created by the Provincial Discussion Table Agreement with APSSP dated May 14, 2008, or pursuant to the current Memorandum of Understanding dated July 30, 2012, all time spent participating in such committee or sub-group shall be treated as paid time based on a regular working day.

2. APPENDIX I – DELETE

3. APPENDIX K – DELETE

4. APPENDIX P – DELETE

5. Renew all other Letters of Understanding

6. APPENDIX – NEW – Re Settlement Counsellors

In the event that the Board were to receive Federal funding from CIC to support the employment of Settlement Counsellors at any time in the future, or if the Board employs Settlement Counsellors through any other source of funding, the parties will meet to discuss their terms of employment, and in particular, compensation, hours of work, and work year, and any other matters necessary to incorporate them into the collective agreement.

The Board agrees to give the Association reasonable notice if, at a future date, the Board is granted Federal funding, or funding from any other source, for the purpose of employing Settlement Counsellors.

7. APPENDIX – NEW –Memorandum of Understanding – July 30, 2012

Subject to any required modifications and replacements, and except as it may be amended by statute/regulation or PPM, the parties agree that the terms and conditions relevant to this bargaining unit contained in the Memorandum Of Understanding (MOU) between the Ministry of Education and APSSP dated July 30, 2012 (attached hereto) shall form part of the terms and conditions of employment and form part of the revised collective agreement as required by the *Putting Students First Act, 2012*, for the restraint period September 1, 2012 to August 31, 2014 and extension thereof. The terms contained in the MOU shall supercede any provisions of the 2008-2012 collective agreement between the parties which are inconsistent with, or not substantively identical to, the MOU terms.

