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**ARTICLE 1 - STATEMENT OF PURPOSE**

2008 - 2012

AGREEMENT

BETWEEN

BRUCE-GREY CATHOLIC DISTRICT SCHOOL BOARD

(Hereinafter called "the Board")

AND

ASSOCIATION OF PROFESSIONAL  
STUDENT SERVICES PERSONNEL

(Hereinafter called "the Association")

- 1:01 This agreement is entered into by the parties to provide for orderly collective bargaining and relations between the parties including but not limited to:
- a) To set forth formally an affordable compensation schedule and procedures, hours of work and working conditions;
  - b) To provide a process for the promotion of prompt and fair disposal of grievances and complaints;
  - c) To promote the provision of reliable, professional and continuous service performed with skill and efficiency;
  - d) To promote the morale, well being and security of the employees within the terms of this agreement.

**ARTICLE 2 - RECOGNITION**

- 2:01 The Board recognizes the Association of Professional Student Services Personnel as the bargaining agent of all employees of the Bruce-Grey Catholic District School Board in the Counties of Bruce and Grey employed as speech and language pathologists, psychometrists, social workers/attendance counsellors, save and except supervisors and persons above the rank of supervisor.
- 2:02 A temporary employee may be hired to replace an employee going on a maternity leave or approved short term leave. Temporary employees will only become permanent or probationary where the provisions of Article 9 have been met. Temporary employees shall be entitled to all the rights and provisions of this agreement excluding probationary period and seniority. Temporary employees who are hired for a period of six (6) months or more shall be entitled to benefits. In the event that any temporary employee is subsequently employed as a regular or probationary employee then his/her seniority will be backdated utilizing prorating as appropriate. It is the intention of the parties to this agreement that no employee who has seniority will be laid off by reason of the Employer hiring employees under this clause.
- 2:03 a) The Board recognizes the right of the Association to appoint or elect a negotiating team composed of not more than three members of which at least two shall be members of the local bargaining unit. The Association recognizes the right of the Board to appoint a negotiating team composed of not more than four members.

- b) The Board agrees that where representatives of the bargaining unit have been granted permission to leave their employment in order to carry on joint negotiations or joint grievance proceedings, they shall suffer no loss of normal pay. Where a replacement is hired as a result of such proceedings, the Association will reimburse the Board for all costs related to such replacement.

2:04 All correspondence between the parties arising out of the operation of this agreement or incidental thereto shall pass to and from the Manager of Human Resources and the secretary of the Association.

2:05 Association Executive

- a) The Board recognizes the right of the Association to elect an executive whose duties shall be to assist any employee whom the Association represents. No individual employee or group of employees shall undertake to represent the Bargaining Unit at meetings with the Board or individual trustees without proper authorization of the executive of the bargaining unit.
- b) The names of the members of the executive as elected from time to time shall be given to the Board in writing and the Board will not be required to recognize any such executive until it has been so advised in writing.

2:06 Association/Board Liaison Committee

- a) The Association/Board Liaison Committee shall be comprised of the Chairperson of the Board, or designate, the Director of Education, and the Manager of Human Resources, or their delegates, with three duly designated members of the Association or their delegates including an APSSP Consultant as appropriate.
- b) Meetings of the Association/Board Liaison Committee shall be arranged between the President of the Association and the Manager of Human Resources.
- c) The Association/Board Liaison Committee will meet at least once per school term in order to examine concerns and/or problems in the area of personnel relations which may arise from time to time and to seek solutions to these concerns and/or problems. The Committee may also meet at other times, as necessary and at the request of either party to the collective agreement, to address concerns and/or problems. The deliberations of this committee shall not delete, modify or amend any clause in the collective agreement.

2:07 Both parties agree to observe and abide by the terms of the Ontario Human Rights Code and the Ontario Labour Relations Act with respect to the application of this agreement and with respect to the practice of discrimination.

2:08 No employee will be laid off or experience a reduction in hours of employment,

should the Board decide to contract out services. The Board agrees to discuss contracting out services in advance, where possible, with the APSSP President or designate.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

The Association recognizes and acknowledges that the management and direction by the Board of its employees are fixed exclusively in the Board and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Board to:

- a) maintain order, discipline and efficiency;
- b) hire, direct, promote, demote, classify, transfer, lay-off and retire employees and to discipline, suspend or discharge any employee subject to the right of the employee concerned to lodge a grievance in a manner and to the extent herein provided;
- c) The Association further recognizes the right and duty of the Board to operate and manage its school system in accordance with its obligations and to make, enforce and alter from time to time, reasonable rules and regulations to be observed by the employees.
- d) The Board agrees that it will not exercise its functions in an unreasonable manner or in a manner inconsistent with the provisions of this agreement or applicable sections of governing legislation.

### **ARTICLE 4 - DEFINITIONS**

- 4:01 a) Full Time Employee - means a person employed to normally work full time for a minimum of 37.5 hours each week.
- b) Part Time Employee - means a person normally employed to work less than 24 hours per week.
- c) Temporary Employee - means a person employed to replace a regularly employed member of the bargaining unit on a temporary basis.

### **ARTICLE 5 - ASSOCIATION SECURITY**

- 5:01 As a condition of their continued employment, all employees as defined in Article 2 of this agreement shall become and remain members in good standing of the Association in accordance with the Constitution and By-Laws of the Association. All new full-time or part-time employees shall become and remain members in good standing in the Association at the expiration of the probationary period.
- 5:02 The Board agrees to deduct from every employee, upon completion of twenty

consecutive working days, dues in such amounts as may from time to time be authorized by the Association. The total annual dues will be deducted in equal instalments from each bi-weekly payroll and will be forwarded to the Provincial Treasurer of the Association not later than the 15th of each month. An initial list of names of employees from whose wages the deductions have been made will be provided by the Board.

- 5:03 The Board shall type the amount of Association dues paid by each Association member in the previous year on the Income Tax (T-4) slips at the time they are prepared and made available.
- 5:04 The Association will not, nor will any employee engage in Association activities during working hours or hold meetings at any time on the premises of the Board without the authorization of the Manager of Human Resources.
- 5:05 The Association shall indemnify and save the Board harmless from any claims, suits, judgments, attachments and from any form of liability as a result of deductions or failure to deduct dues.
- 5:06 Strike or Lockout
  - a) In view of the orderly procedure established by this agreement for the settling of disputes and the handling of grievances, the Association and members of the Bargaining Unit agree that during the lifetime of this agreement or any agreed upon extension thereof, there will be no strike, slowdown or stoppage of work either complete or partial, and the Board agrees that there will be no lockout.
  - b) Any employee who violates this clause may be subject to discipline or discharge.

### **ARTICLE 6 - DISPUTE RESOLUTION PROCEDURE**

No matter related to analysis, diagnosis or program plan related to a specific student case shall in any way form part or all of the substance of a dispute or grievance.

- 6:01 a) No dispute of an individual member of APSSP shall be considered as grievable under this procedure until it has been presented by the individual to the Superintendent of Student Services or his/her designate.
- b) The individual, along with an Association Representative if requested by the individual, shall identify the nature of the dispute to the Superintendent or his/her designate within ten calendar days of the incident giving rise to the dispute or within ten days of reasonably becoming aware of such incident.
- c) The Superintendent or his/her designate shall respond to the individual giving their decision regarding resolution of the dispute within five working

days of its having been presented under (b).

- d) Where a designate for the Superintendent has not been identified to the Association, the matter will be referred to the Manager of Human Resources .

6:02 **GRIEVANCE PROCEDURE - GENERAL**

- a) A grievance is defined as any dispute between the Board and a member(s) of the Association concerning the interpretation, application, or administration of this agreement where specific reference as to the violation of an article(s) is made.
- b) Subject to 6:02 (c), no grievance will be considered where the mandatory time limits have not been strictly adhered to by the grieving party. If the defending party does not adhere to the time limits described herein, the grieving party is free to proceed to the next step with the grievance.
- c) The time limits contained herein may be amended by the written mutual agreement of the parties at any stage in a particular grievance.
- d) A grievance brought by the Board as an entity shall be filed at Step II of the grievance procedure and proceed as prescribed thereafter.
- e) A grievance, to be acceptable under this agreement, must be timely, must be in writing on the appropriate form jointly agreed to by the Board and the Association and signed by the grievor(s). It must contain a precise statement of the facts relied upon and must contain a statement of the remedy sought.
- f) Employees who are covered by this agreement shall be required to follow the procedures as set out in Article 6 and no employee may appeal directly to any trustee or Committee of the Board on a matter of dispute specifically related to this agreement.

6:03 **GRIEVANCE PROCEDURE - SPECIFIC**

- (a) Step I
  - Within ten calendar days of a response from the Superintendent or his/her designate, the employee may submit a grievance as prescribed in 6:02 to the Manager of Human Resources or designate.
  - The Manager of Human Resources shall, within ten calendar days of receipt of the properly submitted grievance, call a meeting of the grievor and/or his/her representative to meet with the Manager of Human Resources and the appropriate Supervisory Officer or designates.
  - Failing mutually acceptable resolution of the grievance at

this meeting or any mutually agreeable succeeding meetings, the Manager or designate shall give a written response to the grievance allegations within ten calendar days of the last such meeting held to resolve the grievance at this step.

- (b) Step II
  - In the event that the member of the Association is not satisfied with the proposed resolution at Step I, he/she may submit the signed grievance and required documentation to the Director of Education within ten (10) calendar days of receipt of the proposed resolution at Step I.

-A meeting will then be held with the Director of Education or designate within ten (10) calendar days of the receipt of the grievance. The Association is entitled to have their outside consultant in attendance at this meeting.

- (c) Step III
  - In the event that the dispute remains unresolved following Step II, the President of the Association may, on behalf of the grievor, request within fourteen days of the completion of Step II, the submission of the grievance to arbitration.

- When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party of the grievance and shall at the same time name one person as its appointee to the arbitration board.

- The recipient of the notice shall, within five (5) working days of receipt of same, name one person as its appointee to the arbitration board.

- The two (2) appointees shall, within five (5) working days of the appointment of the latter, or within such reasonable extension as may be agreed upon, meet or contact each other in an endeavour to agree upon a third person to act as a Chairperson. If the two (2) appointees fail to agree upon a Chairperson within the said five (5) working days, or an agreed upon extension, they may request the Minister of Labour for the Province of Ontario to appoint a Chairperson forthwith.

- The proceedings of the arbitration board shall be expedited by the Employer and the Association. The decision of the majority of such board shall be final and binding upon the parties and, if there is no majority, the decision of the Chairperson shall govern.

- No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

6:04 **GRIEVANCE COSTS**

Each party shall bear the expenses of its own appointee and its witnesses, and the expenses of the Chairperson shall be borne equally by the parties.

6:05 **POLICY GRIEVANCE**

Either party may lodge a grievance in writing with the other party on any difference between them concerning the general interpretation, administration, or application of this Collective Agreement, including any question as to whether a matter is arbitrable, and such grievance shall commence at Step II of the Grievance Procedure.

**ARTICLE 7 - DISCHARGE OR SUSPENSION**

7:01 a) The Board will not discharge, suspend, or otherwise discipline any employee who holds seniority without just cause and due process. The Board will direct a letter to the employee concerned and the APSSP Representative stating its reasons for any discharge, suspension, or discipline.

b) An appeal by the employee concerned may be filed directly at Step II of the grievance procedure within ten calendar days of receipt of the written notice of discharge or suspension referred to in 7:01 (a) above.

c) If an employee is disciplined, suspended, or discharged, the employee is entitled to the presence of a representative of the Association at the time that such discipline, suspension or discharge is to be administered and the employer shall advise the employee of that right in advance.

7:02 A probationary employee shall be entitled to all rights and privileges under this agreement except with respect to discharge for just cause as provided in Article 7:01. A probationary employee will not, however, be discharged without due process having been provided by first having been notified of the pending action, advised of the standard(s) to be met and given an opportunity to meet the expectations.

7:03 Any disciplinary document or record of suspension shall be deleted from the employee's file after a period of twenty-four (24) months from the date of the document, provided that the employee's record has been discipline-free during that twenty-four (24) month period of time. Once these documents are deleted, the employee may rely upon a clear record for all purposes.

**ARTICLE 8 - SENIORITY**

8:01 Seniority is defined as the length of continuous service with the Board from the most recent date of hire.

a) Seniority shall be established after a full time employee has served a probationary period of ten (10) continuous months. Part time employees will acquire seniority on a pro-rated basis in accordance with time worked compared to full time employment.

b) All employees shall have the Board's medical certificate completed during the probationary period.

c) Seniority lists by classification will be maintained by the Board with a list to cover each of:

- i) Psychometrists
- ii) Social Workers
- iii) Speech and Language Pathologists

The seniority lists shall be prepared annually by the Manager of Human Resources and distributed to each employee and to the Secretary of the Association.

d) Seniority status, once acquired, shall be lost only due to:

- i) resignation;
- ii) discharge for cause which is not reversed through the grievance procedure including arbitration;
- iii) retirement;
- iv) lay-off of twelve consecutive months;
- v) failure to report to work within one week of being notified of a recall from lay-off unless the employee provides a satisfactory reason, and provided however that the employee notify the Board of their inability to report for work within the one week period;
- vi) failure to return to work after an authorized leave of absence.

8:02 **Lay-offs and Recall**

a) i) In the event of a reduction in staff, a lay-off shall be according to seniority on the appropriate seniority list. Probationary Employees, followed by employees with the least seniority, will be laid off first.

ii) The Board may declare individual employees ineligible for lay-off because of the special qualifications, competency or special nature of their assignment, particularly those working with students who have special needs.

iii) Unless legislation is more favourable, the Board agrees to provide two month's notice of layoff, or pay in lieu of notice, to affected employees. The Board agrees to provide the Association with notice of layoff at

least two (2) weeks prior to any layoff notice to an affected employee. The Board will meet with the Association to review the reasons causing the layoff and the method of implementation, including the areas of cutback and the employees to be laid off.

- b) i) Employees shall be recalled in the order of their seniority on the appropriate seniority list, provided they are qualified and capable of performing the work for the available position as indicated above.
- ii) No new employees will be hired without first recalling employees with seniority who are on lay-off, provided they are qualified and capable of performing the work for the available position as indicated above.

#### **ARTICLE 9 - PROMOTIONS AND STAFF CHANGES**

##### 9:01 Job Postings

- a) When a vacancy occurs or a new position is created inside the bargaining unit, the Board will distribute a notice of the opening to members of the bargaining unit in the classification, prior to advertising the position. The members of the bargaining unit must apply within seven days of receiving notice.
- b) When filling any vacancy, the following factors will be among those considered by the Board: qualifications, knowledge, performance, training, experience, and skill to perform the work and where, in the opinion of the Board, all factors other than seniority are equal, seniority shall govern. If no acceptable and suitable application is received as a result of the posting, the Board reserves the right to hire externally.

9:02 The Association shall be notified as soon as possible of all appointments, hiring, lay-offs, transfers, recalls, terminations of employment and letters of discipline of all persons in the bargaining unit.

#### **ARTICLE 10 - HOURS OF WORK, SCHEDULES, OVERTIME AND PAY PERIODS**

- 10:01 a) The normal hours of work for all three classifications shall be thirty-seven and one-half (37.5) hours per week, comprised of seven and one-half hours per day, Monday to Friday inclusive.
- b) An unpaid lunch break of ½ (one-half) hour and fifteen minute breaks during morning and afternoon work periods will normally be provided.
- c) As salaried professionals, the work day shall be flexible due to the nature of the work and the requirement for occasional evening meetings or crisis interventions beyond normal school hours, with flexibility of daily schedule being allowed as approved by the appropriate Superintendent, due to the

nature of the work.

#### **ARTICLE 11 - PAID HOLIDAYS**

11:01 The work year will be the school year as defined in the Ontario Education Act and Regulations plus **two (2)** additional working days. Unless otherwise required by the Board due to exceptional circumstances or otherwise agreed between the Board and the student services staff member concerned, the **two (2)** additional working days shall be worked in the period immediately preceding the commencement of the school year. Employees shall receive an annual salary which includes vacations and paid holidays.

11:02 All employees are employed on an ongoing basis; there is no break in employee service as a result of time outside of the school year. For purposes of Employment Insurance, employees are not to be considered on layoff in times other than the work year as defined in 11.01.

#### **ARTICLE 12 - SICK LEAVE/INCOME PROTECTION PLAN**

- 12:01 a) Definition: Sick Leave with pay is defined as absence due to sickness or acute inflammatory condition of the teeth or gums as provided for in the Education Act including absence to attend medical and/or dental specialists appointments which are not elective in nature for the treatment of a diagnosed illness.
- b) For specialists appointments, the employee will submit a signed medical certificate stating the date and location of the appointment.
- c) To prevent abuse, the Board may require an employee to produce a certificate from a qualified medical practitioner for any illness certifying that the employee is unable to carry out his/her duties due to illness.
- d) Absences for reasons in addition to those in item (a) above (special leaves, voluntary leaves, etc.) may be deducted from sick leave but in no case will an employee suffer both the loss of pay and the loss of sick leave days.

##### 12:02 Accumulative Sick Leave Plan

1. The sick leave credit system is established and administered by the Board.
2. The Board shall keep a register in which shall be entered the sick leave credits, the accumulated sick leave credits, and the deductions from the sick leave credits. An itemized statement of accumulated sick leave credits and deductions shall be issued annually by October 31st to each employee. Any discrepancy must be reported in writing to the Board within 30 calendar days otherwise the statement is deemed to be correct.

3. The Board shall, on September 1 of each school year, credit each employee with twenty (20) days sick leave.
  4. Where an employee commences employment after September 1 in any year, the sick leave credits of twenty (20) days shall be prorated on the basis of two days per month.
  5. Where an employee is employed on less than a full time basis in any year, his/her annual sick leave credits shall be calculated on a pro rata basis.
  6. In calculating the number of sick leave credits for an employee in any year, the Board shall first deduct credits from the twenty (20) days referred to in Section 3 above, and then from any accumulated sick leave from previous years.
  7. Each employee shall be entitled to have 100% of the unused portion of the employee's annual sick leave of twenty (20) days transferred each June 30 to the employee's accumulated sick leave plan.
  8. Employees participating in an accumulative sick leave plan with other Ontario school boards shall be credited with the full number of credited days when hired by the board.
  9. No transfer of credits shall be made to this board if the employee received from a former employer a service gratuity or other allowance paid in respect of the accumulative sick leave.
  10. Leaves of absence for less than a full school year shall result in the pro-ration of sick leave credits.
  11. The maximum number of sick days allowable for accumulation shall be 200.
  12. Subject to the terms and conditions of the carrier of the Long Term Disability Plan, the employee is eligible to receive benefits after the expiration of the qualifying period outlined in the L.T.D. Plan as described in Article 15:03 (d).
- 12:03 The Board and the Association recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating employees who have been ill, injured, or permanently disabled to enable their early and safe return to work. At any meeting to discuss an employee's return to work arrangements, the employee shall be entitled to Association representation, and the Board shall so advise the employee.

**ARTICLE 13 - LEAVES OF ABSENCE**

13:01 **Bereavement Leave**

An employee shall be entitled to five (5) consecutive working days leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral of a member of the immediate family. The immediate family shall be defined as spouse, child, parent, brother or sister.

An employee shall be entitled to three (3) consecutive working days leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral of a member of the extended family. The extended family shall be defined as mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent or grandchild.

An employee shall be entitled to one (1) day leave of absence with pay and no loss of sick leave to attend the funeral of an aunt, uncle, niece or nephew.

Additional time may be granted upon request at the discretion of the Director of Education or designate.

13:02 **Voluntary Leave of Absence**

Employees with seniority may apply for a Leave of Absence without loss of seniority if a written application is submitted and approved in accordance with the Policy of the Board.

13:03 **Parenting Leaves**

a) Pregnancy Leave will be granted in accordance with the provisions of the Employment Standards Act of Ontario.

b) Parental Leaves will be granted in accordance with the provisions of the Employment Standards Act of Ontario.

13:04 **Jury and Witness Duty**

The Board shall grant a paid leave of absence where an employee is summoned for jury duty or as a court witness, provided the employee is neither the plaintiff nor defendant in the court action. In such instances, the employee shall receive full pay from the Board and will turn over to the Board all remuneration received for Jury Duty or Witness Service, excluding any expense allowance.

13:05 **Inclement Weather**

a) In the event that the Board Office is officially closed due to inclement weather, no loss of salary shall occur for failure to report to work.

b) Employees absent when roads from their home to their place of work are impassable may, in lieu of a salary deduction, be allowed to make up the

time lost as approved by the appropriate Superintendent or Director of Education, or utilize lieu time already recorded as approved.

13:06 Personal Earned Leave Plan

It is the purpose of this plan to provide earned leave for reasons other than sick leave. The plan is intended to relate to the individual employee, give recognition for a record of good attendance, and allow for earned leave with pay.

- a) Annually, for the period September 1st to August 31st, the Board shall calculate the average rate of absenteeism per employee with seniority for the system.
- b) Each employee with seniority who has a rate of absenteeism less than the average calculated in (a) above times 100% shall be awarded a credit of one (1) day, pro-rated day for part-time employees, in an earned leave bank as of September 1st in the year following the year of calculation. (i.e. The calculation for the period September 1 to August 31, of each school year will be credited on September 1 of the following school year.)
- c) The earned leave bank will accumulate up to a maximum of five (5) earned leave days. Part-time employees will be entitled to a pro-rated number of earned leave days. To qualify for the plan, an employee must have been employed by the Board for one full year prior to September 1st of each year in accordance with this agreement.
- d) Personal earned leave days may be used by an employee for:
  - i) Any reason at the discretion of the employee for example, attending medical/legal appointments, attending post secondary graduations and caring for dependents, etc.
  - ii) Where an employee wishes to use a personal earned leave day immediately prior to or following a statutory holiday or holiday period, prior written request and approval must be given by the Manager of Human Resources. These requests shall be limited to one (1) person per classification within the bargaining unit unless otherwise mutually agreed.
- e) A statement of earned leave days will be issued to each employee by October 31st in each year.

13:07 The Association may request that not more than two members of the bargaining unit at any one time be given leave without pay to attend an Association convention or seminar. Such requests must be submitted in writing by the President of the Association at least one month in advance of the time off requested and are subject to approval by the Manager of Human Resources. Such approval shall not be unreasonably withheld.

13:08 Serious Illness Leave

In the event of serious illness in the immediate family, an employee may be allowed up to a maximum of three (3) days leave of absence, provided the illness of the member of the immediate family is certified by a doctor. The employee may, under extenuating circumstances, apply to the Board for pay during a Serious Illness Leave. The decision of the Board is final.

**ARTICLE 14 - RETIREMENT AND PENSION PLAN**

14:01 The Ontario Municipal Employees Retirement System (OMERS) will apply to all full time employees and eligible part timers who request enrolment excepting any person holding an Ontario Teaching Certificate who is a member of "The Teachers Pension Plan". The Board will match the employees contributions to OMERS as per the OMERS scale.

14:02 All eligible employees are required, as a condition of employment, to enrol in the OMERS plan.

**ARTICLE 15 - BENEFITS**

15:01 The following benefits will be paid in accordance with the current level of coverage provided by Sun Life Financial Policy #16230 in effect. Should the Board change carriers, the level of benefits shall be maintained.

15:02 Eligible Employees

a) The Board agrees to contribute on behalf of each eligible full-time twelve month employee with seniority, the amount indicated in this article, of the billed premium under the plans provided, subject to the terms and conditions of the carrier of each plan.

b) Part-time employees and employees regularly working less than 37.5 hours per week who are covered by this collective agreement will be eligible for employee benefits under the terms of this article. The Board agrees to contribute on behalf of each such eligible employee, an amount based on the following formula, with the employees share to be paid through payroll deductions:

$$\begin{array}{rcccl} \text{Carrier's} & & \text{Pro-Rated Time} & & \text{Proportion of the} \\ \text{Billed} & \times & \text{for the} & \times & \text{Board's Contribution} \\ \text{Premium} & & \text{Employee} & & \text{in Clause 15:03} \end{array}$$

c) The contributions of the Board to the premium of each plan provided shall be subject to the carrier's requirements, and to minimum enrolment



requirements.

- d) Subject to any applicable statutes and/or regulations eligible employees may, while on a leave of absence, arrange to continue to be enrolled in the Employee Benefit Plans, provided that they agree to assume the cost of the premiums. Arrangements for continued participation and the method of payment may be made through the Manager of Human Resources. Participation and arrangements are subject to the terms and conditions of the carrier of each benefit plan.

15:03 Benefit Plans

The descriptions and details concerning benefits listed herein, and further described in the benefit booklets provided by the Board, are for illustrative purposes only. The official plan documents are those provided in the form of official plan documents by the carriers.

a) Life Insurance

- i) Group Life Insurance - 3 times the employee's salary to a maximum of \$135,000 including Accidental Death and Dismemberment.
- ii) Optional Life Insurance for an employee and/or spouse is available at the expense of the employee, up to \$300,000 for each.

b) Extended Health and Drug Plan including:

- A ten dollar (\$10) family deductible for all covered expenses
- Vision Care will be at two hundred and fifty dollars (\$250) per twenty-four (24) months
- Services of a psychologist - \$1,000 per year maximum
- Out of Province coverage

c) Dental Plan -current year O.D.A. rate

Major Restorative and Dentures at 50% co-payment with a maximum of \$2,000 per person annually.

Orthodontics at 50% co-payment with a maximum of \$2,000 per person lifetime.

d) Long Term Disability

The LTD plan will pay qualifying employee's a basic benefit based on sixty (60) percent of their salary. The qualifying period shall be 60 working days.

- e) The Board shall pay 100% of the premium in effect on signing of this agreement for the following benefits: Group Life Insurance including

Accidental Death and Dismemberment, Extended Health and Drug Plan, and Dental Plan. If an increase or decrease in rates occurs, the Board will continue to pay 100% of the premiums and the increase/decrease will be calculated into the cost of the next agreement.

The employee shall pay 100% of the premiums for the Long-Term Disability Group Plan Basic Benefit.

f) Wage Loss Replacement Plan

- i) The employees acknowledge the Board's Wage Loss Replacement Plan and its registration with Human Resources Development Canada, which results in a reduction in employment insurance premiums.
- ii) The employees agree that the net savings arising from the reduction in premiums will be used to share equally in the funding of an Employee Assistance Programme and the unused balance of funds will be distributed, as approved by a joint committee to charities, education and other worthy causes.
- iii) The parties agree to update this clause to reflect current practices consistent with updating of agreements with other employee groups.

g) Payroll Savings Plan

The Board will make available payroll savings plans on the provision that sufficient employees enrol in such plans to make them viable.

15:04 Mandatory Participation Clause

- a) All eligible employees are required to enrol in the Long Term Disability Plan as outlined in this article.
- b) All eligible employees are required as a condition of employment to enrol in the Benefit Plans outlined in clause 15:03 above unless they provide evidence of coverage carried by a spouse.
- c) The Board will provide an annual Statement of Confirmation of Group Insurance Benefits to confirm the various benefit coverages for each employee. Where the employee fails to notify the Human Resources Administrator of any discrepancies in coverage within 15 calendar days of the receipt of a statement, it shall be considered correct.

15:05 Administration of L.T.D.

- a) Individuals who have been granted an L.T.D. benefit under the terms and conditions of the carrier of the L.T.D. Plan, and who have not resigned from the employ of the Board, shall prepare and submit an application for a Leave of Absence upon receipt of notice from the carrier, that an L.T.D. benefit has been approved.
- b) Where it has been determined:
  - i) After 5 years on L.T.D., that an individual is totally disabled and cannot return to their normal employment with the Board;

OR

- ii) That the individual has taken up other employment and/or is eligible for other employment;

Then, the individual will be considered to have ceased their employment with the Board and the Board will terminate their employment for health and medical reasons.

15:06 Workplace Safety and Insurance Board

An employee who is injured in the course of his/her duty and is unable to perform his/her regular duties and is receiving an indemnity from the Workplace Safety and Insurance Board shall be entitled to receive:

- a) Commencing with the date of a compensable accident up until 20 days or equivalent have been used:
  - i) Such benefits as awarded by the Workplace Safety and Insurance Board (WSIB).
  - ii) A supplementary amount to increase his/her earnings after taxes, to an amount equal to net earnings received prior to the injury.
  - iii) The supplementary amount paid shall be divided by the "per diem earnings" of the employee to determine the equivalent number of days which shall be deducted from the balance of his/her 20 days provided in 12:02.
  - iv) Employee benefits entitlement prior to injury.
- b) When the balance of credit days or equivalent up to 20 days have been used, the individual shall receive such benefits as awarded by the Workplace Safety and Insurance Board.

15:07 Benefits Review Committee

The Board recognizes the right of the Association to have one (1) representative on the Board's Benefits Review Committee.

ARTICLE 16 - PAYMENT OF WAGES AND SALARIES

- 16:01 a) The Board will pay salaries and wages in accordance with Schedule "A" on a bi-weekly basis during the calendar year. A calendar of pay dates shall be provided to each employee.
- b) The classifications as listed on Schedule "A" will not be altered, deleted or amended except by mutual agreement.
- 16:02 a) On each pay date, each employee shall be provided with a pay statement including an itemized statement of wages, overtime, and other supplementary pay and deductions, in a confidential manner.
- b) The method of payment will be by deposit to each employee's bank account. When a holiday falls on a pay date, payment will be made on the nearest previous working day.
- 16:03 a) Upon hire, new employees shall receive credit of one (1) increment level on the appropriate salary scale for each year of verified and relevant experience with an acceptable professional agency or organization subsequent to graduation.
- b) All employees shall move up on the salary scale at the rate of one (1) increment per year of full-time service with the Board, on January 1<sup>st</sup> of each year, provided that they did not have any breaks in service.
- 16:04 Employees required to use their own vehicle on behalf of the Board's business as authorized by the appropriate superintendent will be paid a travel rate in accordance with Board Policy. If the employer questions travel claims submitted by an employee, the employee may request that a meeting be set up between the Employer and the employee and a Representative of the Association to discuss such concerns.
- 16:05 Where members of the Association are required by their governing body to pay professional fees in order to practice in the province of Ontario, the Board will contribute 50% annually to the cost of such membership provided that the employee provide proof of payment of such fees.
- 16:06 The Board shall provide **two hundred dollars (\$200)** as an annual allowance to an employee who provides proof of annual connection for a cell phone subject to the employee's written agreement that this phone will not be used while the motor vehicle is in motion.

**ARTICLE 17 - PROFESSIONAL DEVELOPMENT AND TRAINING**

The Parties agree that commencing January 1, 2009, the Board shall ensure that a mechanism is in place to provide the Bargaining Unit with opportunities to provide input on professional development and training through the Association/Board Liaison Committee.

**ARTICLE 18 - GENERAL APPLICATION**

- 18:01 The Association and the Board desire every employee to be familiar with the provisions of this agreement and his/her rights and duties under it. For this reason the Board will provide sufficient copies of the agreement within thirty days of signing for distribution by the Board to the members of the APSSP covered by the agreement.
- 18:02 Whenever the singular, masculine, or feminine is used in this agreement, it will be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.
- 18:03 Employees will, unless prevented from so doing by law or extenuating circumstances, support the separate school system by directing their property taxes to the support of that system.
- 18:04 Employees are required to demonstrate a standard of dress and conduct which is appropriate to set an adult example for students.
- 18:05 Employees may, in accordance with the Municipal Freedom of Information and Protection of Privacy Act, examine the contents of personnel files related to themselves. Reasonable requests by an employee for copies of information contained in their personnel file will be met as provided in the Act.
- 18:06 The Board acknowledges that employees in this bargaining unit are obligated to comply with the Professional Code of Ethics applicable to each employee's respective profession.

**ARTICLE 19 - TERM OF THE AGREEMENT**

- 19:01 This agreement shall be for a term commencing September 1, 2008, with an expiry date of August 31, 2012, and shall continue from year to year thereafter unless either party gives notice in writing within ninety days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

**ARTICLE 20**

20:01

**SCHEDULE "A"**

**SALARIES AND CLASSIFICATIONS  
FOR ALL CLASSIFICATIONS COVERED BY  
THE COLLECTIVE AGREEMENT**

GRID EFFECTIVE: 2008-09-01

<u>EXPERIENCE GRANTED</u>	<u>BACHELOR'S DEGREE</u>	<u>MASTER'S DEGREE</u>
0	42,101	45,703
1	44,593	48,383
2	47,084	51,063
3	49,576	53,743
4	52,068	56,423
5	54,559	59,103
6	57,051	61,784
7	59,542	64,464
8		67,144
9		69,824
10		72,504
EXPERIENCE ALLOWANCE	\$2,492	\$2,680

**SCHEDULE "A"**

**SALARIES AND CLASSIFICATIONS  
FOR ALL CLASSIFICATIONS COVERED BY  
THE COLLECTIVE AGREEMENT**

GRID EFFECTIVE: 2009-09-01

<b><u>EXPERIENCE GRANTED</u></b>	<b><u>BACHELOR'S DEGREE</u></b>	<b><u>MASTER'S DEGREE</u></b>
0	43,364	47,074
1	45,931	49,834
2	48,497	52,595
3	51,063	55,355
4	53,630	58,116
5	56,196	60,876
6	58,763	63,638
7	61,328	66,398
8		69,158
9		71,919
10		74,679
EXPERIENCE ALLOWANCE	\$2,567	\$2,760

**SCHEDULE "A"**

**SALARIES AND CLASSIFICATIONS  
FOR ALL CLASSIFICATIONS COVERED BY  
THE COLLECTIVE AGREEMENT**

GRID EFFECTIVE: 2010-09-01

<b><u>EXPERIENCE GRANTED</u></b>	<b><u>BACHELOR'S DEGREE</u></b>	<b><u>MASTER'S DEGREE</u></b>
0	44,665	48,486
1	47,309	51,329
2	49,952	54,173
3	52,595	57,016
4	55,239	59,859
5	57,882	62,702
6	60,526	65,547
7	63,168	68,390
8		71,233
9		74,077
10		76,919
EXPERIENCE ALLOWANCE	\$2,644	\$2,843

**SCHEDULE "A"**

**SALARIES AND CLASSIFICATIONS  
FOR ALL CLASSIFICATIONS COVERED BY  
THE COLLECTIVE AGREEMENT**

GRID EFFECTIVE: 2011-09-01

<b><u>EXPERIENCE GRANTED</u></b>	<b><u>BACHELOR'S DEGREE</u></b>	<b><u>MASTER'S DEGREE</u></b>
0	46,005	49,941
1	48,728	52,869
2	51,451	55,798
3	54,173	58,726
4	56,896	61,655
5	59,618	64,583
6	62,342	67,513
7	65,063	70,442
8		73,370
9		76,299
10		79,227
EXPERIENCE ALLOWANCE	\$2,723	\$2,928

**LETTER OF UNDERSTANDING - STUDENT ACHIEVEMENT**

The Bruce-Grey Catholic District School Board and APPSP are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly-funded education.

This Letter of Understanding shall not be considered as part of the collective agreement between the parties and shall not be raised or referred to in any grievances and/or arbitration proceedings between the parties.

**LETTER OF INTENT - CONTRACTING OUT**

Pursuant to Ontario government initiatives, should the School Board determine that work performed by bargaining unit members would be contracted out or assigned to other Board employees, then the School Board will meet with the members of the bargaining unit and their representatives to discuss ways in which the bargaining units members would be able to contract their services to the School Board. The School Board agrees that bargaining unit members would be given first consideration to contract their services to the School Board.

**LETTER OF INTENT - PAY EQUITY**

The Employer agrees to provide the Chapter with a copy of the pay equity plan for APSSP members and to report any and all salary changes of the male comparator positions for the APSSP positions, at the time the salary is adjusted.

**LETTER OF INTENT - COMPENSATORY TIME OFF**

Where in extenuating circumstances, an employee is required to perform their duties outside of the normal working day, the employee may request from the Superintendent of Education, compensatory time off.

### **LETTER OF UNDERSTANDING - PROFESSIONAL DEVELOPMENT**

The Board will receive, in 2008-09, a one-time allocation for professional development and training for support workers. The proportionate share of 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. It will be used to support professional development, training and equipment for bargaining unit members. The Union agrees to indemnify and hold harmless the Board from any liability for accounting or income tax purposes.

The allocation for the use of the Bargaining Unit's proportionate 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 education support workers, as reported in the Board's 2006-07 Financial Statements. The Board shall share the financial analysis and calculations of this allocation with the Association.

### **LETTER OF UNDERSTANDING - EMPLOYEE BENEFITS**

In accordance with the PDT Agreement, all group benefit coverage levels, provisions and practices in place in 2007-08 and not revised within the parameters of the PDT agreement, shall, at a minimum, remain status quo for the 2008 to 2012 Collective Agreement.

The parties shall meet to determine the amount of funds allocated through the PDT to the Bargaining Unit for the purpose of benefit enhancements effective September 1, 2010. The Board shall share the financial analysis and calculations of this allocation with the bargaining unit.

Upon written request, the Board shall provide the Bargaining Unit with the requested disclosure of benefits information to inform decision making on benefit enhancements for September 1, 2010.

The Bargaining Unit shall have discussions with, and inform the Board of the benefit improvements that shall take effect on September 1, 2010 on a go forward basis, as per the Provincial Discussion Table Agreement May 14, 2008. It is understood that the Board's share of the costs for enhancements will equal the government funding levels provided to the Board in September 2010 for this purpose.

### **LETTER OF UNDERSTANDING - STAFFING**

The Parties note the government's intention to enhance the level of Professional and Para-Professional Supports in the elementary Pupil Foundation Grants as follows:

- 0.33 staff per 1,000 elementary pupils starting in 2009-10 under this enhancement.

The Board will apply this enhancement in 2009-10 up to the value of the Board's share of the new allocation, 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 Professional and Para-Professional Supports in 2009-10 up to the value of the Board's share of the new allocation to enhance direct services to students with special needs and/or at-risk students targeted to the following job categories: attendance counsellors, social workers, as well as professionals and para-professionals who provide support for special education, such as speech language pathologists and providers of psychological services. Special consideration will be given to the needs of Grade 7 and 8 students.
- The Board will share the financial analysis and calculations of this allocation with the Bargaining Unit.

### **LETTER OF UNDERSTANDING - PROTOCOL TEMPLATE AND/OR GUIDING PRINCIPLES FOR PARTNERSHIPS WITH EXTERNAL AGENCIES**

The Association/Board Liaison Committee will meet to discuss the results of the provincial process, which has been established to create, by March 31/09, a Protocol Template and/or Guiding Principles for partnerships with external agencies in the areas of regulated health professionals, social service professionals and para-professionals for the delivery of services and/or programs to students with special needs and/or at-risk students.

### **LETTER OF UNDERSTANDING - PROVINCIAL COMMITTEES**

In the event that any employee in the bargaining unit participates in any Provincial committee, task group or working group, all time spent shall be treated as paid time based on a regular working day.

All additional expenses incurred by Association members related to work on the committees identified above will be funded by the Ministry of Education as outlined in the PDT agreement.

IN WITNESS THEREOF the Board has signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

The Bruce-Grey Catholic District School Board

Per: \_\_\_\_\_  
Chairperson of the Board

\_\_\_\_\_  
Secretary of the Board

IN WITNESS THEREOF the Association has signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Association of Professional Student Services  
Personnel

Per: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Association Representative