

COLLECTIVE AGREEMENT

Between

Durham Catholic District School Board
(hereinafter called the Board)

– and –

**Association of Professional
Student Services Personnel**
(hereinafter called the Association)



September 1, 2008 to August 31, 2012

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COLLECTIVE AGREEMENT

Between

Durham Catholic District School Board
(hereinafter called the Employer)

- and -

Association of Professional Student Services Personnel
(hereinafter called the Association)

PREAMBLE

The Durham 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 1 - PURPOSE

1:01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide a means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - RECOGNITION

2:01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all Professional Student Services Personnel employed by the Durham Catholic District School Board such as Speech/Language Pathologists, Child and Youth Counsellors, Psychometrists, Psychological Associates, Psychologists, Social Workers/Attendance Counsellors, Communicative Disorders Assistants and Orientation and Mobility Specialist in the Regional Municipality of Durham save and except coordinators and persons above the rank of coordinators.

2:02 The Employer shall not engage or assign any person outside the bargaining unit to perform job functions carried out by the employees covered by this Collective Agreement, except in cases of emergency or for the purposes of professional instruction.

Exceptions not listed will be mutually agreed upon.

ARTICLE 2 – RECOGNITION (cont'd)

- 2:03 No bargaining unit employee shall be laid off, have their regularly scheduled work day or regularly scheduled work week reduced, or be terminated as the result of the Employer contracting out any of its work or services.
- 2:04 The parties will establish a Joint Committee to review issues in relation to the caseloads of employees within the bargaining unit. The Committee will be composed of two (2) APSSP representatives and two (2) representatives of the Employer.

ARTICLE 3 - NO DISCRIMINATION

- 3:01 Both parties agree to observe and abide by the terms of the Ontario Human Rights Code and the Ontario Labour Relations Act and the Regulations pertaining thereto, with respect to the application of this Agreement and with respect to the practice of discrimination and harassment.

The Board and the Association agree that every employee has the right to freedom from harassment in the workplace. Any employee covered by this Agreement who feels he/she is the victim of harassment shall have the right to seek redress in accordance with Board policy.

ARTICLE 4 - ACCESS TO PERSONNEL FILES

- 4:01 The parties agree to comply with the current established administrative procedure dated June 1, 1993 regarding employee access to their personnel file and in addition:
- (i) a representative of the Association may be present during the review of the file;
 - (ii) the employee may obtain photocopies of any document in the file, if so requested by the employee; and
 - (iii) should the employee find any inaccuracy or incompleteness of information in the file, and the Employer is in agreement, such documentation shall be corrected immediately. In the event the Employer is not in agreement, the employee shall have the right to respond in writing to the documentation contained therein and this correspondence from the employee shall become part of the file.

ARTICLE 4 - ACCESS TO PERSONNEL FILES (cont'd)

4:02 The Employer shall not rely on any disciplinary document or record of suspension after a period of eighteen (18) months from the date of the document, provided that the employees record has been discipline-free during that eighteen (18) month period of time. Once the discipline-free eighteen month period has elapsed, the employee may rely upon a clear record for all purposes.

ARTICLE 5 - MANAGEMENT RIGHTS

5:01 a) The Association recognizes and accepts that it is the sole and exclusive right and obligation of the Employer to manage the affairs of the Employer and to determine policies except as may be expressly agreed otherwise in this agreement.

b) The Employer agrees that in the exercising of its management rights and in the administration of this Collective Agreement, it shall act in a fair, just and reasonable manner.

5:02 It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement.

ARTICLE 6 - COPIES OF AGREEMENT

6:01 The Employer, through its Intranet website, will provide an electronic copy of the Agreement to all members of the Association upon every renewal and refer new employees to same at the time of hire. The Employer will forward twenty (20) hard copies to the Local President for Union purposes.

ARTICLE 7 - STRIKES AND LOCKOUTS

7:01 The parties agree that there shall be no strikes or lockouts during the term of this Agreement. The terms "strike" and "lockouts" shall be interpreted in accordance with the definitions set out in the Ontario Labour Relations Act, R.S.O. 1995.

During any disruption of work by other employee groups within this Board, all members of the bargaining unit will perform only their regular professional duties.

ARTICLE 8 - ASSOCIATION REPRESENTATION

- 8:01 For the purpose of Collective Bargaining between the parties, the Employer shall recognize an Association Committee of up to three (3) members if the parties are meeting during regular working hours, and up to six (6) members if the parties are meeting outside of regular working hours. The Association Committee may be assisted by an Association representative or other counsel.
- 8:02 The Association shall inform the Employer in writing of the name and the position of each of the Officers of the Association, the members of the Negotiating team and the Association Grievance Committee (8:03) as selected from time to time. The Employer will not be required to recognize any such members until it has been so notified.
- 8:03 The Association may appoint a Grievance Committee consisting of three (3) members of the bargaining unit.
- 8:04 The Authorized representatives of the Association shall be permitted to transact business of the Association with members on Board property provided that such business does not interfere with, or interrupt, normal operations.
- 8:05 It is understood that the members of the Negotiating Committee and Grievance Committee shall not absent themselves from their duties unreasonably and that, in accordance with this understanding, the Employer shall compensate the members of these committees at their regular rate of pay while attending meetings with management up to but not including the Conciliation stage and while processing grievances up to but not including the Arbitration stage. However, compensation will not be paid for such time spent outside the committee members' regular working hours.

ARTICLE 9 – COMMUNICATIONS

- 9:01 Communications between the parties arising out of this Agreement or incidental thereto shall be between the Assistant Superintendent - Human Resources and Administrative Services or designate within the Human Resources and Administrative Services Department and the Secretary of the Association.

ARTICLE 9 – COMMUNICATIONS (cont'd)

9:02 Communications Committee

The parties will meet to discuss matters of mutual interest, as soon as possible following notice by one party to the other of items for discussion. Up to three (3) members of the Association may attend such a meeting.

9:03 The Employer will provide a bulletin board for the postings of Association notices or communications to bargaining unit employees. The Employer reserves the right to refuse to accept material for posting that it deems inappropriate.

9:04 Employees shall immediately notify the Human Resources and Administrative Services Department of any changes in name, home address, telephone number, benefit coverage, or beneficiary by completing the Personnel Information Change Form #4301. Failure to comply by the employee shall relieve the Employer of any resulting liability.

9:05 Restructuring

a) Where the Employer establishes a new job classification appropriate to the bargaining unit, the Association shall be notified, in writing, of such along with the proposed rate of pay. Where the Association disagrees with the proposed pay rate, the parties will meet as soon as possible to try and resolve the matter.

b) Where the Employer plans to delete an existing category or classification from the bargaining unit, the Employer agrees to meet with the Association as soon as possible in advance of the changes, to try and diminish the adverse effects of the change on the bargaining unit membership.

ARTICLE 10 - GRIEVANCE PROCEDURE

10:01 Employee Grievance

Step 1

In the event that an employee has a grievance with respect to the interpretation, application, administration or alleged violation of this Agreement by the Employer, the employee shall first attempt to resolve the dispute verbally with the Superintendent of Education - Student Services.

ARTICLE 10 - GRIEVANCE PROCEDURE (cont'd)

10:01 Employee Grievance (cont'd)

Step 1 (cont'd)

If the dispute is not resolved, the written grievance shall be submitted to the Superintendent of Education - Student Services no later than ten (10) working days of the time the employee becomes aware of the cause of a grievance. The employee(s) concerned, with a member of the Association Committee, shall meet within ten (10) working days or such time as is mutually agreeable between the Employer and the Association Committee with the Superintendent of Education - Student Services. In this step and the following steps, the Employer will arrange the time of the meetings and at the meeting of each step will provide a verbal answer to the grievance.

Step 2

In the event that the grievance is not settled satisfactorily, the grievance may be advanced to Step 2 and a meeting will be held within ten (10) working days of the receipt of the answer at Step 1 or such time as is mutually agreeable between the Employer and the Association Committee with the Assistant Superintendent - Human Resources and Administrative Services and applicable resource staff.

Step 3

In the event that the grievance remains unsettled, the grievance will be sent to the Director of Education or designate within ten (10) working days. The Director of Education or designate shall, within ten (10) working days of receipt of the grievance or such time as is mutually agreeable between the Employer and the Association Committee, hold a meeting with the Association Committee at which time the grievance will be discussed. The Director of Education or designate will then render the Employer's decision in writing within ten (10) working days of the date of such meeting.

If no resolution of the grievance is reached in Step 3 of the procedure, the grievance may be referred to Arbitration (Article 11).

ARTICLE 10 - GRIEVANCE PROCEDURE (cont'd)

10:02 Policy Grievance

- a) The Association may initiate a grievance with respect to the interpretation, application, administration or alleged violation of this Agreement by the Employer by submitting a written grievance to the Superintendent of Education - Student Services and the Secretary of the Association within ten (10) working days of the time the Association becomes aware of the cause of the grievance.
- b) The Employer may initiate a grievance with respect to the interpretation, application, administration or alleged violation of this Agreement by the Association by filing a written grievance with the Secretary of the Association within ten (10) working days of the time the Employer becomes aware of the cause of the grievance.
- c) The Association Grievance Committee and the representatives of the Employer will meet to discuss the difference within ten (10) working days of the submission of a grievance in accordance with (a) or (b) above.
- d) If the parties are unable to resolve the grievance within ten (10) working days of the date of the meeting, a grievance under (a) may be referred by the Association to Step 3 of the grievance procedure and a grievance under (b) may be referred by the Employer to arbitration in accordance with Article 11.

10:03 The time limits fixed in both the grievance and arbitration procedures may be extended by consent of both parties. Where no answer is given within the time limits specified in the grievance procedure, the employee concerned, the Association or the Employer, as appropriate, shall be entitled to submit the grievance to the next Step of the procedure.

10:04 It is agreed that witnesses and/or counsel may be called by either party to assist in resolving grievances.

ARTICLE 10 - GRIEVANCE PROCEDURE (cont'd)

10:05 Group Grievance

In the event that the employees or the Association presents more than one grievance on the same or related subject, such complaints may be dealt with as one and the same grievance for the purposes of this procedure, even if more than one employee is involved.

10:06 Committee members shall be allowed to leave their work for the purpose of the handling of grievances, without loss of pay, provided the Committee members concerned have first obtained permission from the Superintendent of Education-Student Services or designate.

ARTICLE 11 – ARBITRATION

- 11:01 a) Within thirty (30) days of receipt of the decision rendered at Step 3, the Association will notify the Employer of their desire to proceed to Arbitration and at the same time shall name its nominee to a Board of Arbitration.
- b) Within five (5) days of receipt of notice to proceed to Arbitration, the party receiving the notice shall respond in writing appointing its nominee to the Board of Arbitration.
- c) Within ten (10) days of the appointment of the second nominee, the two (2) nominees will attempt to agree to a Chairperson. If unable to agree, the parties shall request a Chairperson be named by the Minister of Labour.
- d) Each of the parties shall bear the expense of the nominee appointed by it to the Board of Arbitration and unless otherwise provided shall jointly bear the expense of the Chairperson. No grievance shall be submitted for arbitration which does not involve a question concerning the interpretation, application, administration, or alleged violation of this Agreement and shall include whether the matter is arbitrable.
- e) Each party shall bear the expenses of its representatives, participants, witnesses, and the preparation and presentation of its own case.
- f) The Board of Arbitration so appointed shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decision or decisions inconsistent with the provisions thereof.

ARTICLE 11 - ARBITRATION (cont'd)

11:01 (cont'd)

- g) The decision rendered by the majority of the Arbitration Board, or in the case where there is no majority the decision of the Chairperson of the Arbitration Board, shall be final and binding.
- h) The parties may mutually agree to submit a grievance to a sole arbitrator. If the parties are unable to agree upon the selection of a sole arbitrator, either party may have the right to request that an arbitrator be appointed by the Minister of Labour. Each party shall jointly and equally bear the fees and expenses of the arbitrator.

The sole arbitrator so appointed shall not be authorized to alter, modify, or amend any part of this Agreement, nor make any decision or decisions inconsistent with the provisions thereof. The decision of the sole arbitrator shall be final and binding on the parties.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

- 12:01 The unlawful termination of a probationary employee shall be subject to the grievance procedure.
- 12:02 A claim by a probationary employee that he/she has been unjustly suspended or disciplined, and a claim by a seniority employee that he/she has been unjustly discharged, suspended or disciplined, may be the subject of a grievance, if a written statement of such grievance is filed at step 2 of the grievance procedure within five (5) working days from the receipt of written reasons for the discipline, suspension or discharge. The term discipline includes written warnings or reprimands, and any penalty imposed on an employee including suspension.
- 12:03 Such grievance may be settled under the grievance procedure, Article 10, including arbitration, provided by this Agreement commencing at Step Two, by:
 - a) confirming the dismissal of the employee;
 - b) reinstating the employee with full compensation for time lost; or
 - c) by any other arrangement which is considered just and equitable.

ARTICLE 12 - DISCIPLINE AND DISCHARGE (cont'd)

- 12:04 In the event an employee is to be disciplined or discharged, the employee is entitled to be accompanied by a representative of the Association.
- 12:05 No employee shall be disciplined or discharged without just cause. The Employer shall provide written reasons for any discipline to the employee within five (5) working days of the imposition of the discipline. The Association shall receive a copy of the written reasons provided the employee has completed the probationary period.

ARTICLE 13 - SENIORITY

- 13:01 Seniority shall be based on the employee's length of service and shall commence with the date of the employee's last date of hire.

13:02 Probationary Employees

An employee is considered a probationary employee for the first ten (10) calendar months of service and will have no seniority rights during that period. After the completion of ten (10) calendar months of service, the employee shall be considered a permanent employee and the employee's seniority shall date back to the date on which the employee was last hired by the Employer.

13:03 Temporary and Replacement Employees

Employees hired by the Employer for a temporary position, or to replace a regular employee who is on leave, shall not have any seniority rights. If the temporary/replacement employee is employed for longer than ten (10) consecutive calendar months without a break in service, where July and August do not count as calendar months, seniority shall be granted as of the date of last hire, and the employee shall be treated under this Collective Agreement as a regular employee.

Note: Broken service is normally where the employee is absent from the workplace without pay for a period longer than ten (10) consecutive work days.

ARTICLE 13 – SENIORITY (cont'd)

13:04 For the purposes of this Agreement, employees shall be divided into six (6) groups as follows:

<u>Group 1</u>	Psychologists/Psychometrists/Psychological Associates
<u>Group 2</u>	Speech/Language Pathologists
<u>Group 3</u>	Social Workers/Attendance Counsellors
<u>Group 4</u>	Child and Youth Counsellors
<u>Group 5</u>	Communicative Disorders Assistants
<u>Group 6</u>	Orientation and Mobility Specialist

13:05 In the event of a lay off, the Employer agrees that employees shall be laid off in the reverse order of their seniority within each group, provided that the employees who remain on the basis of seniority are qualified to perform the available work.

13:06 Recall after lay off shall be based on seniority in each group separately, except that an employee may be recalled out of line of seniority where there is no other employee for recall who is qualified to perform the available work.

13:07 The Employer will provide a seniority list to the Association on an annual basis by no later than November 30 of each school year showing employee seniority accumulated in the bargaining unit as of August 31 of each year.

13:08 Recall to work will be by registered letter addressed to the employee at the last address registered with the Employer. A copy of the letter will be provided to the Association. An employee who is recalled to work must signify intention to return to work within ten (10) working days after the notice of recall was sent out and must return within a further ten (10) working days or forfeit the right of recall.

A laid off employee who cannot return to work within the allotted time as the result of illness shall not lose recall rights, provided that the employee advises the Employer within the ten (10) working days of the intention to return to work and provides an approximate return date. The employee shall provide medical evidence of illness or injury which is acceptable to the Employer.

13:09 Permanent employees who are laid off because of lack of work will be retained on the seniority list for two (2) years from the date of lay off. During the two-year period, the employee will be subject to recall to work if suitable work becomes available which the employee is qualified to perform.

ARTICLE 13 - SENIORITY (cont'd)

- 13:10 An employee shall lose all accumulated seniority whenever an employee:
- a) resigns, retires or is discharged; and
 - b) is absent without leave for five (5) working days without an explanation acceptable to the Employer, or has failed to communicate any explanation to the Employer within the five (5) working days; and
 - c) has been laid off for more than twenty-four (24) consecutive months.
- 13:11 In the event the Employer merges, or amalgamates with another employer, or combines any of its operations or functions with another employer, the Employer shall make all reasonable efforts to ensure that the representation rights and the collective agreement of APSSP Durham Chapter are maintained until a final determination is made under the Ontario Labour Relations Act as to the proper representation of the employees, and the collective agreement in effect.
- 13:12 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off.
- 13:13 No employee who has completed probation will be laid off while there is a temporary/replacement employee working in the same classification.

ARTICLE 14 - JOB POSTINGS

- 14:01 When a vacancy is created (either in an existing position or as a new position within the scope of this collective agreement) for either a permanent position or a temporary position which is expected to be for a period of six (6) months or more, including an extension to a temporary position if that extension is expected to be for a period of six (6) months or more, the job will be posted for five (5) working days on a staff bulletin board in the schools, on the Board's web site and in the Student Services Department. In addition, the Board shall send an electronic job posting to all employees of the bargaining unit to advise them of that fact.

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.

ARTICLE 14 - JOB POSTINGS (cont'd)

14:02 Where more than one employee from the bargaining unit applies for a job, the Employer shall consider the following factors:

- a) qualifications, experience and competency; and
- b) seniority.

Where qualifications, experience and competency are relatively equal, seniority shall be the governing factor.

14:03 Bargaining unit employees who have the appropriate qualifications and experience will be interviewed by the Employer according to established procedures. Unsuccessful applicants will be advised of the Employer's decision.

14:04 Where there are no qualified and capable applicants, under 14.02 and 14.03, the Employer may fill the vacancy from outside the bargaining unit.

14:05 An employee may request that the regular hours of work be changed from full-time to part-time by submitting a request to the Superintendent of Education - Student Services. In the event that the Employer approves the change in hours of work, the Employer will provide written confirmation of the change in hours of work to the employee, with a copy to the President of the Association. The reduction in hours of work shall be for no longer than one (1) year although the Superintendent has the discretion to renew the part-time work schedule on a year-to-year basis, at the request of the employee and with notice to the President of the Association.

In filling the remaining hours of the employee's schedule, consideration will first be given to employees in the same classification who work less than full-time hours, on the basis of seniority.

ARTICLE 15 - ASSOCIATION SECURITY

15:01 Association dues will be collected by the Employer, equally over 26 pays from those employees of the Employer covered under this collective agreement. The dues shall be forwarded to the Treasurer of the Provincial Association with a list of employees for whom the deductions were made.

ARTICLE 15 - ASSOCIATION SECURITY (cont'd)

15:02 The Employer shall show the amount of the Association dues paid by an employee on the employee's T4 slip for income tax purposes.

ARTICLE 16 - EMPLOYEE BENEFITS

16:01 Detailed information regarding the Extended Health Care Plan, Group Term Life Insurance, Dental Care Plan and Long Term Disability is provided in the benefits booklet for the bargaining unit. The benefits booklet is available to all permanent employees and temporary replacement employees who qualify for benefits under Article 16.07 of this Agreement via the Human Resources and Administrative Services Department. The benefits as described in the benefits booklet shall reflect up-to-date provisions of this Collective Agreement and shall be the determining factor for benefit coverage.

For newly hired permanent employees and temporary/replacement employees who qualify for benefits under Article 16.07 of this Agreement, it is understood and agreed that the benefits described in the above paragraph shall commence the first day of the month immediately following date of hire. The extended health and dental benefits under this section apply to all employees employed by the Board except those exempted by reason of coverage with their spouses in another employee group within this Board.

The Canada Pension Plan and the O.M.E.R.S. Plan, as currently integrated with other appropriate benefits (eg. L.T.D.), will be continued.

The Employer agrees to pay 100% of the premium costs for Extended Health and Dental Care coverage for employees working on a full-time basis effective September 1, 2001 or thereafter on the first day of the month following the ratification of the collective agreement by the parties.

The Employee Benefits include the following:

1. Extended Health Care Plan

- a) Prescription Drugs - \$10/\$20 deductible

ARTICLE 16 - EMPLOYEE BENEFITS (cont'd)

16:01 (cont'd)

1. Extended Health Care Plan (cont'd)

- b) Vision Care - 100% of the cost of contact lenses, eyeglasses (including both lenses and frames) or laser eye correction surgery to a maximum \$300 in any 24 month period. The annual allowable maximum for eligible dependent children is \$200. A maximum of seventy-five dollars (\$75) every two (2) years for the purpose of eye examinations only for employees, spouses and eligible dependent children twenty (20) years of age or greater.
- c) Private Hospital Coverage
- d) Hearing Aids - \$300 every three (3) years
- e) Paramedical Services- effective the first day of the first month following ratification of this Collective Agreement, a maximum of three hundred dollars (\$300.00) per person in a benefit year for each category of paramedical services in accordance with the Benefits Booklet. (Note: per visit maximum eliminated).

2. Group Term Life Insurance

Group Term Life Insurance with Accidental Death and Dismemberment Benefits in the amount of \$110,000 or two (2) times annual salary whichever is greater effective the first month after ratification.

Employees covered under these benefits have the option to purchase, at their own expense, additional life insurance in blocks of \$20,000, \$40,000, \$60,000 or \$80,000 subject to the insurer's requirements concerning medical evidence.

3. Dental Care Plan

- a) Preventative and Basic - Eligible expenses are payable at 100% to a maximum of \$1,500 per person for each benefits year.

ARTICLE 16 - EMPLOYEE BENEFITS (cont'd)

16:01 (cont'd)

3. Dental Care Plan (cont'd)

b) Major Dental

- Inlays, onlays, crowns, bridges are payable at 70% to a maximum of \$2,000 per person for each benefit year;
- All eligible denture procedures are payable at 100% to a maximum of \$1,000 per person for each benefit year.

c) Orthodontic - eligible expenses are payable at 50% to a lifetime maximum of \$2,500 per person.

Each January the O.D.A. Fee Schedule shall be updated to the schedule of the preceding calendar year.

16:02 Dependent Life Insurance

Employees covered under the Employer's Benefit Plan may purchase, at their own expense, dependent life insurance in the amounts of \$20,000 for spouse and \$5,000 for each eligible dependent child. Such insurance shall be subject to the insurer's requirements concerning medical evidence.

16:03 Cumulative Sick Leave and Gratuity Plan

Sick Leave Credits shall be in accordance with the Sick Leave Credit System of the Employer as summarized herewith:

- a) The employee shall receive twenty (20) paid sick leave days per annum or two (2) days per month of active employment. At the beginning of each school year, unused sick leave days from the previous year shall be carried forward to the employee's credit to the next school year or years.

Sick leave credits will accumulate to a maximum of two hundred and thirty (230) days.

- b) The Employer will provide each employee with a written statement showing the number of accumulated sick leave credits to August 31st of the current year and the number of sick leave days used and deducted during the previous year. The Employer will provide the statement prior to December 31st of each year.

ARTICLE 16 - EMPLOYEE BENEFITS (cont'd)

16:03 Cumulative Sick Leave and Gratuity Plan (cont'd)

- c) Where an employee works less than full-time or where an employee commences employment after September 1st in any year, the sick leave to which the employee is entitled shall be pro-rated in accordance with full time equivalent (FTE) status or time employed as a percentage of the school year or both, whichever is applicable, equated to whole working days, to one full year of employment.

- d) Employees may be required to submit a certificate from a qualified medical practitioner for more than three consecutive days of illness.

Where the Employer has reasonable grounds to suspect abuse of the sick leave provisions based on past absenteeism patterns, the Employer will not be responsible for the reimbursement of the cost of a medical certificate. Otherwise, where the Employer requests a medical certificate for any absence, the Employer will reimburse the employee for the cost, if any, of the medical certificate.

- e) The Employer will continue the Sick Leave payout to be paid to employees on retirement in accordance with the following schedule:

After 10 years service - 12.5% of cumulative sick leave credits times daily salary rate at date of retirement.

After 11 years and each subsequent year up to 25 years service, an increase of 2 1/2% per year to the payout in each year to a maximum of 50% after 25 years of service.

The payout provision does not apply to employees whose service with the Employer commenced on or after September 1, 1983.

- f) Employees employed by the Employer on August 31, 1983, are guaranteed when eligible, as conditions of retirement, the benefits under Gratuity contained in this Agreement and the terms and conditions of Gratuity may not be changed in the future insofar as they pertain to those employees employed by the Employer on August 31, 1983. All employees employed by the Employer on August 31, 1983 have been provided with a letter guaranteeing benefits as outlined in this Article.

ARTICLE 16 - EMPLOYEE BENEFITS (cont'd)

16:03 (f) Cumulative Sick Leave and Gratuity Plan (cont'd)

Sick Leave Gratuity benefit shall be paid in full to the employee or, in the event of death, to the beneficiary or estate of the employee within one year after retirement or death of the employee.

Retirement means, for the purposes of this Agreement, someone who ceases to be employed by the Employer and applies for and receives a retirement benefit from OMERS.

- g) A new employee with the Durham Catholic District School Board who previously accumulated credits in a sick leave credit plan shall have such credits to a maximum of 230 days transferred to the Durham Catholic District School Board.

Such transfer of sick day credits shall only be recognized when the transfer of employment from a school board to another school board or from a municipality or a local board to a school board is made directly without intervening employment.

16:04 Long-Term Disability Insurance

Employees shall pay one hundred (100%) percent of the premium for the Long-Term Disability Plan in effect. The benefit shall be 73.67% (less OMERS contributions) of the employee's regular gross earnings to a maximum benefit of \$6,000 per month. Employees may not use credited sick leave to top-up salary from received benefits.

16:05 Workplace Safety and Insurance

If an employee is prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, the Employer will supplement the award made by the Workplace Safety and Insurance Board for the loss of wages to the employee from the employee's Sick Leave Credits, by such an amount that the award of the Workplace Safety and Insurance Board together with the Employer's supplementary pay will equal the regular net pay normally received by the employee. In no event will an employee receive more salary or wages in one year than the employee's regular annual net pay as computed by the Employer.

ARTICLE 16 - EMPLOYEE BENEFITS (cont'd)

16:06 Ontario Municipal Retirement System

The Employer's and employees' contributions to the Ontario Municipal Retirement System (OMERS) will be deducted or paid in compliance with the OMERS Act.

16:07 Replacement Employees

Full-time employees hired for less than a full working year but for three (3) months or more will be eligible to receive benefits provided by the Employer effective the first day on the month after hire. Full-time employees hired for periods of less than three (3) months will not be eligible to receive benefits including sick leave under Article 16:03; however, should the period of employment exceed three months, benefits will be provided effective the first day of the fourth month without accumulation. This will exclude OMERS and long-term disability benefits.

16:08 Permanent Part-Time Employees

Individuals employed by the Employer on a permanent part-time basis and who work seventeen and one-half (17 1/2) hours or more per week on a regular basis shall have the benefit premiums pro-rated to coincide with their hours of work based on a thirty-five (35) hour work week, taking into consideration the employee contribution outlined in Article 16.01. Part-time employees, who work less than half-time (0.5 fte) have the option to purchase employee benefits at 100% of the premium costs.

16:09 The Employer will continue to pay its share of the benefit premiums for an employee who is absent on pregnancy and/or parental leave as provided under the *Employment Standards Act, 2000* as amended from time to time, provided the employee is enrolled in the benefit plan(s) at the time of commencement of leave. The Employer will allow an employee absent from duties on approved leaves without pay for any other reason to continue employee benefits for the duration of the leave by payment by the employee of one hundred (100%) percent of the premium costs, subject to Article 17:09. This practice will be continued subject to any limitations that may be imposed by the carriers of the benefit plans.

ARTICLE 16 - EMPLOYEE BENEFITS (cont'd)

16:10 Benefit Coverage –Retirement

An employee who retires early, age 55 or older, and has completed ten (10) years of service with the Employer may retain membership in the group life insurance plan offered by the Employer until the employee reaches 65 years of age. Retirement benefits for life insurance are limited to a basic life benefit of one (1) times the employee's annual earnings on the date of early retirement. The retired employee shall pay the full premium cost.

If approved by the Insurance Underwriters and there is no cost in premium to the Employer, the employee may also retain membership in the Extended Health Care, Private and Dental Group Benefit Plans to which he/she was enrolled in the time of retirement until attaining the age of 65 years. The retired employee must pay the full premium cost in accordance with instructions provided by the Board prior to the commencement of the retirement.

Note: A retired employee is one who ceases to be employed by the Employer on account of age or health and applies for and receives a retirement pension from OMERS.

ARTICLE 17 - LEAVES OF ABSENCE

17:01 Pregnancy/Parental Leave

The intent of this section is to conform with *Employment Standards Act, 2000*, as amended from time to time.

- a) The Employer, if requested, shall grant a pregnancy or parental leave to an employee not to exceed a total of two (2) years.
- b) The employee will return to their own job provided their leave is no longer than one (1) year. Where technological changes have occurred, the employee shall receive appropriate training in order to fulfill the requirements of the job. An employee who extends the leave beyond the one (1) year period shall be placed in a comparable position as held prior to the leave.
- c) Seniority continues to accrue during the pregnancy and/or parental leave.

ARTICLE 17 - LEAVES OF ABSENCE (cont'd)

17:01 Pregnancy/Parental Leave (cont'd)

- d) The Employer shall provide for employees on pregnancy or parental leave a supplementary unemployment benefit plan which provides a payment of seventy percent (70%) of salary for the two week waiting period. Such a plan shall be registered with and approved by Human Resources Development Canada.

17:02 Adoption Leave

An employee shall be granted leave without deduction from salary to a maximum of two (2) days for needs related to the legal adoption of the employee's child.

17:03 Paternity Leave

An employee shall be granted a leave of absence without deduction of salary of two (2) days related to the birth of his child. The time off must be taken within two weeks of the birth of the child.

Upon request, a male employee may be granted up to one (1) school year's leave of absence without pay for the purpose of child care.

17:04 Jury Duty

The Employer 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. The employee shall turn over to the Employer all monies received as jury fees exclusive of travel allowances and living expenses.

17:05 Personal Leave

- a) Upon the approval of the Superintendent of Education-Student Services or designate, a leave of absence for personal reasons for a maximum of one (1) working day per school year without loss of pay, but with deduction from sick leave credits, shall be granted. Such leave may be taken as a whole day or half days. Such leave shall not extend a long weekend, March break or Christmas break and shall not be taken on a Student Services Professional Activity Day.

ARTICLE 17 - LEAVES OF ABSENCE (cont'd)

17:05 Personal Leave (cont'd)

- b) The Superintendent of Education - Student Services may grant a leave of absence from one (1) to ten (10) working days without pay to an employee required to be absent for personal/compassionate reasons.
- c) The Director of Education may grant a leave of absence from one (1) to ten (10) working days with pay to an employee required to be absent for personal/compassionate reasons.
- d) All requests for leaves of absence must be submitted by the employee in written form through the Superintendent of Education – Student Services.

17:06 Bereavement Leave

Upon death of a relative, an employee shall be granted a compassionate leave, the length of which depending on the time of the bereavement in relation to the normal time off and the degree of the relationship to the deceased. Upon written notification to the Superintendent of Education- Student Services, the following bereavement leaves with pay will be approved:

- a) An employee shall be entitled to a leave of absence with pay and no deduction of sick leave credits up to a maximum of five (5) working days for the purposes of bereavement in the event of a death in the immediate family. The immediate family shall be defined as the spouse, parent, child, brother, sister, guardian or a person who stands in “loco parentis”
- b) An employee shall be entitled to a leave of absence with pay and no deduction of sick leave credits up to a maximum of three (3) working days for the purposes of bereavement in the event of the death of a father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents or grandchild.
- c) An employee shall be entitled to a bereavement leave of absence of a full or partial day with pay and no deduction of sick leave credits for the purpose of attending a funeral of a relative other than those mentioned above.

ARTICLE 17 - LEAVES OF ABSENCE (cont'd)

17:07 Educational Leave

The Superintendent of Education - Student Services may grant a leave of absence for employees upgrading their job related skills for a period of up to two years without pay. Special time off without loss of pay may be granted for the purpose of writing university or similar examinations or for attending an employee's own graduation.

17:08 Union Leave

The Employer will grant, upon request, leave without pay to employees for the purpose of conducting Association business up to an aggregate for the Association of ten (10) working days per school year, subject to the condition that the workplace shall not be unduly affected by the granting of such leave.

17:09 Benefit Coverage During Leave

The Employer will continue to pay their portion of the premium cost of all benefits during any paid leave, leave while awaiting or in receipt of compensation benefits from the Workplace Safety and Insurance Board as the result of injury/illness in the employment of the Durham Catholic District School Board, and for the first thirty (30) calendar days of any unpaid leave. The employee may continue to pay the premium cost to maintain insured benefits during the period of the leave.

17:10 Seniority During Leave

During any approved leave of absence, employees will continue to accumulate seniority but not for salary advancement purposes and at the end of the leave will be returned to their former job or, if it is not available, to a comparable position.

17:11 Extended Leave

The Employer may grant a two-year leave of absence without pay after five years of employment with the Employer. Leaves shall not be granted for the purposes of alternative employment unrelated to the Board.

ARTICLE 17 - LEAVES OF ABSENCE (cont'd)

17:12 Quarantine Leave

The Employer shall grant a leave of absence with pay with no deduction from cumulative sick leave credits where an employee is quarantined or otherwise prevented by the order of the Medical Health Authorities from attending his/her duties.

17:13 Family Emergency Leave

A leave without pay for the purpose of caring for or supporting a family member who is gravely ill shall be granted in accordance with the terms of the *Employment Standards Act, 2000*.

ARTICLE 18 - PROFESSIONAL DEVELOPMENT

18:01 The Employer and the Association share a desire to 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.

If the Employer requests an employee to attend a seminar, workshop, course or similar program, the Employer will grant leave with pay and reimburse the employee for course fees, travel costs and expenses.

If an employee plans or applies to take a course or program of the employee's choice and requests Employer participation toward the financial support of the undertaking, the Employer may provide leave with pay and full or partial payment of fees and expenses if the course or program is job related and necessary or appropriate to the Employer's needs at the time of application for assistance.

The Employer will endeavor to distribute professional development funds in a fair, just, and equitable manner. The Secretary of the Chapter and the general membership shall be advised of the annual budget available for professional development for this bargaining unit.

ARTICLE 18 - PROFESSIONAL DEVELOPMENT (cont'd)

18:02 The parties acknowledge the important skills and expertise that educational support workers contribute to Ontario publicly-funded schools and their commitment to improving student achievement. Commencing January 1, 2009 the Employer shall ensure that there is a mechanism in place to provide the Association with opportunities to provide input on professional development and training. To this end, there shall be a Joint Professional Development Committee consisting of up to three (3) Association members which shall meet with the Board as required, but no less than twice a year.

ARTICLE 19 - ALLOWANCES

19:01 Automobile Allowance

Employees designated as eligible for automobile allowances by the Employer shall be provided with the Employer established kilometer rate as well as a flat monthly allowance of \$154.50 effective September 1, 2008; \$159.14 effective September 1, 2009; \$163.91 effective September 1, 2010; and \$168.83 effective September 1, 2011. Those eligible employees working less than full-time hours shall be provided with the flat monthly allowance prorated accordingly.

19:02 Travel Expense Claims

Employees requested to use their own vehicles for business purposes shall be reimbursed according to the rate per kilometer as established by Board policy.

19:03 Cellular Telephone Allowance

The Employer agrees to reimburse Social Workers/Attendance Counsellors and Child and Youth Counsellors up to \$200 towards the annual costs of a cellular telephone upon proof of activation by the employee.

ARTICLE 20 - WORK YEAR

20:01 The work year shall be the school year. Employees shall receive an annual salary which includes vacations and paid holidays. The school year is as defined in the Province of Ontario Education Acts and Regulations.

ARTICLE 20 - WORK YEAR (cont'd)

20:01 (cont'd)

Salary shall be paid on the basis of $1/26$ x applicable yearly salary and allowance. Pay day shall be every second Thursday or the preceding day in the case Thursday is a statutory holiday, commencing with the first Thursday in the school year.

20:02 All employees are employed on an ongoing basis; there is no break in employee status as a result of times outside of the school year.

20:03 a) Normal hours of work shall be 8.00 a.m. to 4.00 p.m. or 8:30 a.m. to 4:30 p.m., Monday through Friday inclusive with a one-hour unpaid lunch period each day.

b) In order to maintain the requirements of their respective disciplines, employees will be provided with at least four (4) half days per month during working hours to complete documentation and required reports. The times arranged for this purpose will be completed in conjunction with the Family of Schools Coordinator. Additional time off may be granted by the Superintendent of Education - Student Services for the respective disciplines.

20:04 Working Days Defined

Wherever in this agreement reference is made to "working days", it shall mean the days worked by employees in their particular classification in this bargaining unit.

ARTICLE 21 - SALARY SCHEDULE

21:01 The salary schedules are set forth in Appendix A in accordance with the categories as defined below.

21:02 Definition of Categories

The Employer will place the employees in the categories on the basis of educational degrees that are related and relevant to the employee's position.

ARTICLE 21 - SALARY SCHEDULE (cont'd)

21:02 Definition of Categories (cont'd)

Category 1 (3-Year Diploma or Equivalency)

Personnel who do not hold a Bachelor of Arts degree from an accredited university but are qualified and/or certified in a specific field of employment.

Category 2 (4-Year Post Secondary Level)

Personnel who hold a 4-year Bachelor and/or a 3-year Bachelor degree plus a specialization in the appropriate area of professional services (eg. community college diploma or equivalency).

Category 3 (Master Degree or Equivalency)

Personnel who hold a Masters degree or equivalent.

Category 3b (Master Degree or Equivalency)

Personnel who hold a Masters degree or equivalent and who are required to be registered with the College of Audiologists and Speech Language Pathologists of Ontario, the College of Psychologists of Ontario, or the College of Social Workers of Ontario.

Category 4 (Doctoral Level)

Personnel who hold a Doctoral degree.

Note: Where an individual's training, qualifications and experience cannot be readily classified using the above terms, the Director of Education shall review the training, qualifications and experience to determine the category in which the individual shall be placed and all the special allowances the individual shall receive.

ARTICLE 21 - SALARY SCHEDULE (cont'd)

21:03 Change of Category

Any increase in salary by reason of improved qualifications shall be effective for salary purposes September 1st in the calendar year in which proof of documentation is registered at the Human Resources and Administrative Services Department. It is the responsibility of the employee to bring to the attention of the Human Resources and Administrative Services Department any improvement in qualifications for salary purposes. Allowances for improved qualifications shall not be retroactive beyond September 1st of the current year.

21:04 Allowance for Prior Experience

The Director or designate may grant credit of one (1) increment level up to category maximum on the appropriate salary scale in Appendix A for each year of prior experience. An acceptable year of professional experience shall be defined as one year of relevant full-time employment, or the amount of time equivalent to one year of full-time employment, but accumulated through part-time employment. Relevant employment is employment with an acceptable professional agency or organization.

21:05 Annual increments are payable on each employee's hire date anniversary.

21:06 A new employee shall complete the "Category Verification Form" and forward the completed form to the Human Resources and Administrative Services Department which will verify the accuracy of the information and provide a copy to the Secretary of the APSSP.

ARTICLE 22 - DURATION OF AGREEMENT

22:01 This Agreement shall be in force for a term from September 1, 2008 to August 31, 2012.

22:02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement.

ARTICLE 22 - DURATION OF AGREEMENT (cont'd)

- 22:03 During negotiations on any proposal, renewal or revision of this Agreement, the Agreement in the form in which it may be at the commencement of such negotiations shall remain in full force and effect until satisfactory settlement of such negotiations has been reached or until the conciliation procedure provided under the Ontario Labour Relations Act has been exhausted, whichever occurs first.
- 22:04 The parties will meet within fifteen days after giving notice by either party for the purpose of entering into negotiations or as soon thereafter as may be mutually agreed to by the parties in writing.

ARTICLE 23 - HEALTH AND SAFETY

- 23:01 The Association shall be entitled to appoint one (1) representative to sit on the Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act, Ontario.
- 23:02 The Durham Catholic District School Board is committed to assisting its employees in a safe and suitable return to work. The parties to the Collective Agreement recognize their joint obligations under the *Ontario Human Rights Code* to accommodate disabled employees, as defined under the *Code*, in a fair and consistent manner.

Where an employee is invited to a meeting by the Board with respect to their return to work under Duty to Accommodate, the employee shall be able to request Association representation and the Board shall so advise the employee. At the option of the employee, the Association representative shall be present at the meeting.

ARTICLE 24 - RETROACTIVITY

- 24:01 Increases to the salary schedule shall apply to all employees in the bargaining unit as of the date of ratification and shall be retroactive to September 1, 2008. Any new employees hired since that date shall be entitled to a pro rata adjustment to their remuneration from the date of their employment. All retroactive pay shall be computed on the basis of hours paid to the active employee between September 1, 2008 and the date of implementation.

ARTICLE 25 - WORKING CONDITIONS

25:01 The Employer will endeavour to provide adequate space, privacy, and resources to enable employees to appropriately and ethically perform their professional duties. Such place shall include adequate ventilation and shall ensure a minimum of noise, disruption, and extremes in temperature. A storage room and phone room located within a family of schools shall be provided where possible.

The Employer will distribute a memo to Principals and Vice-Principals prior to the commencement of each school year which will outline the roles of the Professional Student Services Personnel and the resources that the personnel require in order to fulfill these roles. A copy of the memo will be provided to the Association.

25:02 The Employer will ensure that employees receive training whenever the Employer introduces new methods or equipment.

25:03 The Employer agrees to provide access to computer resources in order that the employees may fulfill the requirement to prepare all reports.

ARTICLE 26 - DEFERRED SALARY LEAVE PLAN

26:01 The Deferred Salary Leave Plan has been developed to afford employees the opportunity of taking a leave of absence and, through deferral, finance the leave.

1. Qualifications

Any employee who is a full-time or part-time staff member who has completed at least five (5) years previous employment for the Employer may apply to participate in such plan.

2. Application

An employee wishing to participate in such Plan shall apply in writing to the Director on or before February 1st to participate in the Plan commencing the following September 1st.

Written acceptance or denial of the employee's request will be forwarded to the employee by May 1st in the school year the original request is made.

ARTICLE 26 - DEFERRED SALARY LEAVE PLAN (cont'd)

26:01 (cont'd)

3. Condition

The leave of absence will be taken in the final year of the Plan.

4. Selection

Application for such leave shall be forwarded to the Superintendent of Education - Student Services and shall then be reviewed by the Special Leave Committee comprised of equal members of the APSSP and of the Employer's administrative officials. Consideration shall be given to applications for personal reasons such as study, travel, parenting, and regeneration with special consideration to be given to employees with longer service.

The committee will recommend to the Employer which applicant may use the Deferred Salary Leave Plan commencing September 1st. Approval to participate in the Plan rests solely within the Employer. The Plan is limited to participation by one employee only per year.

The Association will appoint representatives to serve on the Special Leave Committee.

5. The leave will be financed by spreading "n" years salary payments over an "n" plus one period. "n" is not to exceed four (4) years. The leave of absence must be taken in the final year of the plan. A maximum deferral under the Income Tax Act in any given year is 33%.

- (i) In all the years of the Plan, commencing September next following approval, the employee shall be paid a percentage of the salary to which the employee is otherwise entitled.
- (ii) The remaining percentage of such salary shall be invested by the Employer with a Bank or other financial institutions which pay competitive interest rates to be compounded from time to time.
- (iii) The leave of absence shall commence on September 1st of the final year from the commencement of the employee's participation in the Plan.

ARTICLE 26 - DEFERRED SALARY LEAVE PLAN (cont'd)

26:01(5) (cont'd)

(iv) The Employer pays the employee all the funds accumulated pursuant to (ii) and interest earned in a lump sum or installments determined by the employee.

6. Employee Benefits

Employees enrolled in the Plan after September 1, 1992 shall pay the full share of premium costs for employee benefits during the year of leave.

7. Sick Leave Credits

The employee shall not be entitled to any sick leave credits during the period of such leave but upon return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave.

8. Seniority

During such leave, the employee's seniority shall accumulate but for the purpose of salary grid placement the period of such leave shall not be regarded as experience unless the purpose of the leave is job related.

9. Reinstatement

On return from the leave, the employee shall be reinstated to a position which is equivalent to that held at the commencement of the leave.

10. Pension

Pension deductions are to be continued as provided by OMERS (the percentage rate is stipulated in the Act) from the salary paid to the employee during the leave of absence. Upon returning to full duties, the employee is to have the option of contributing the difference between the amount of pension deducted and the amount that would have been deducted had the employee remained on staff and drawn full salary.

The employee will have the option of having full salary pension deducted during the course of the leave of absence.

ARTICLE 26 - DEFERRED SALARY LEAVE PLAN (cont'd)

26:01 (cont'd)

11. Income Tax

Notwithstanding the foregoing, income tax shall be deducted in accordance with applicable legislation.

Any employee entering the Plan will be subject to tax in each year of the Plan only on the amount of income actually received in the year. The interest referred to in "Salary Formula" Sections (ii) and (iv), when paid, will be viewed as normal remuneration in the hands of the employee and not as interest income, and the tax to be withheld by the Employer shall be based on the amount actually paid to the employee.

12. Delay Withdrawal, Redundancy and Death

- a) An employee who leaves active employment with the Employer while participating in the Plan must withdraw therefrom. The employee shall then be paid within sixty (60) days a lump sum equal to the contributions plus interest accrued to date of the withdrawal.
- b) If the employee dies, retires, is dismissed or terminated, or otherwise leaves active employment with the Employer while participating in the Plan, the employee's personal representative in the event of death, or the employee shall be paid such lump sum and interest accrued up to the date of the employee's death, retirement, dismissal, termination or leaving, as the case may be.
- c) A participating employee may withdraw from the Plan at any time prior to January 15th of the year in which the leave is to commence by delivering written notice of withdrawal to the Director.
- d) A participating employee who withdraws from the Plan under (b) and/or (c) shall receive the sum accumulated in the trust including accrued interest. Subject to applicable income tax legislation, payout will be within one (1) year of withdrawal from the Plan or as arranged to the mutual satisfaction of the Employer and the employee.

ARTICLE 26: DEFERRED SALARY LEAVE PLAN (cont'd)

26:01(cont'd)

13. An employee may take more than one Deferred Salary Leave Plan in a career.
14. Contract

Any employee accepted for a deferred salary leave plan shall sign a contract using a format similar to the following example.

SAMPLE APPLICATION FORM

Durham Catholic District School Board

AGREEMENT BETWEEN THE EMPLOYER AND AN EMPLOYEE APPROVED UNDER THE
DEFERRED SALARY LEAVE PLAN

Name of Employee: _____ Year of Leave: _____
Enrolment Date: _____

Having read the terms and conditions of The Durham Catholic District School Board's Deferred Salary Plan, the Employee agrees:

To enter the Plan under the terms and conditions as outlined in the APSSP/Employer Collective Agreement in operation during each year of the deferred salary leave plan.

It is agreed by the Employee and the Employer that:

1. In each year of the period ____ commencing September 1, 2____, the employee shall receive on each payday ____ percent of the gross bi-weekly salary and allowance to which the employee is entitled in accordance with the Collective Agreement, less applicable statutory deductions and deductions for benefits.
2. During the same period, the remaining percentage of the employee's gross bi-weekly salary and allowance shall be deposited on each payday in a separate daily interest savings account, in the name of The Durham Catholic District School Board, in trust.
3. All interest earned on monies deposited shall be credited to the account.
4. At the end of each school year the employee shall be issued a statement showing all deposits and interest earned during the preceding twelve-month period and the balance of the account at the end of the period.
5. Prior to commencement of the leave, the employee must inform the Employer which of the following payment methods will be selected for that year:
 - (a) Payment in one lump sum, on September 1st, of all the monies in the savings account on that date, less all applicable deductions; or
 - (b) Payment on each payday, in lieu of salary, of an amount calculated by dividing the balance of the account on September 1st by the number of paydays in the school year, reduced by applicable statutory deductions and deductions for benefits. Such payments shall be charged to the account on the day payment is made. Interest earned during the final year of the leave shall be included in the final cheque.
6. All inquiries concerning the Plan and the bank account shall be directed to the Employer's Payroll Department.

DATED at Oshawa, Ontario, this ___ day of _____, 20__.

Employee Signature _____

Date _____

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of October 30, 2008.

For the Board:

For A.P.S.S.P.:

Janice Oldman, Chair, Bargaining Committee

Nancy Bottrell, Vice-President of Negotiations

Michael T. Gray, Resource

Larry Robbins, Consultant

Marilyn Midlige, Resource

John Dougan, Negotiating Committee

Jaime Sheepwash, Resource

Deanna Lindsey, Negotiating Committee

Faye Cummings, Negotiating Committee

Kathryn Henderson, Negotiating Committee

Brooke Larson, Negotiating Committee

APPENDIX A

The Board will provide the following salary increments:

- Effective September 1, 2008 - 3.0%
- Effective September 1, 2009 - 3.0%
- Effective September 1, 2010 - 3.0%
- Effective September 1, 2011 - 3.0%

NOTES:

Effective September 1, 2008 there shall be a Supervisory Allowance of \$1,545.00 per year to Speech/Language Pathologists who are required to supervise other employees. That allowance shall be increased to \$1,591 per year effective September 1, 2009, to \$1,639 per year effective September 1, 2010, and to \$1,688.00 per year effective September 1, 2011.

APPENDIX A (cont'd)

PAY SCALE – SEPTEMBER 1, 2008

Year	Category 1	Category 2	Category 3	Category 3b	Category 4
0	\$ 37,278	\$ 47,493	\$ 50,114	\$ 52,857	\$ 61,082
1	\$ 39,312	\$ 49,868	\$ 52,451	\$ 55,262	\$ 63,690
2	\$ 41,347	\$ 52,243	\$ 54,790	\$ 57,699	\$ 66,417
3	\$ 43,381	\$ 54,616	\$ 57,131	\$ 60,166	\$ 69,269
4	\$ 45,416	\$ 56,991	\$ 59,483	\$ 62,672	\$ 72,246
5	\$ 47,450	\$ 59,365	\$ 61,810	\$ 65,197	\$ 75,357
6	\$ 49,485	\$ 61,738	\$ 64,148	\$ 67,763	\$ 78,605
7	\$ 51,518	\$ 64,111	\$ 66,489	\$ 70,369	\$ 82,003
8	\$ 53,553	\$ 66,487	\$ 68,827	\$ 73,007	\$ 85,550
9	\$ 55,587	\$ 69,660	\$ 71,167	\$ 75,487	\$ 88,439
10	\$ 56,698	\$ 71,051	\$ 74,576	\$ 78,803	\$ 91,478

PAY SCALE – SEPTEMBER 1, 2009

Year	Category 1	Category 2	Category 3	Category 3b	Category 4
0	\$ 38,396	\$ 48,918	\$ 51,617	\$ 54,442	\$ 62,915
1	\$ 40,491	\$ 51,365	\$ 54,024	\$ 56,919	\$ 65,601
2	\$ 42,588	\$ 53,810	\$ 56,434	\$ 59,429	\$ 68,410
3	\$ 44,682	\$ 56,254	\$ 58,845	\$ 61,971	\$ 71,347
4	\$ 46,778	\$ 58,701	\$ 61,267	\$ 64,553	\$ 74,414
5	\$ 48,874	\$ 61,146	\$ 63,665	\$ 67,153	\$ 77,618
6	\$ 50,970	\$ 63,590	\$ 66,073	\$ 69,796	\$ 80,964
7	\$ 53,063	\$ 66,035	\$ 68,483	\$ 72,480	\$ 84,464
8	\$ 55,159	\$ 68,481	\$ 70,891	\$ 75,198	\$ 88,116
9	\$ 57,255	\$ 71,750	\$ 73,302	\$ 77,751	\$ 91,092
10	\$ 58,399	\$ 73,183	\$ 76,813	\$ 81,167	\$ 94,223

APPENDIX A (cont'd)

PAY SCALE – SEPTEMBER 1, 2010

Year	Category 1	Category 2	Category 3	Category 3b	Category 4
0	\$ 39,548	\$ 50,386	\$ 53,166	\$ 56,075	\$ 64,802
1	\$ 41,706	\$ 52,905	\$ 55,645	\$ 58,627	\$ 67,569
2	\$ 43,865	\$ 55,424	\$ 58,127	\$ 61,212	\$ 70,462
3	\$ 46,022	\$ 57,942	\$ 60,610	\$ 63,831	\$ 73,487
4	\$ 48,182	\$ 60,462	\$ 63,105	\$ 66,489	\$ 76,646
5	\$ 50,340	\$ 62,980	\$ 65,575	\$ 69,167	\$ 79,946
6	\$ 52,499	\$ 65,498	\$ 68,055	\$ 71,889	\$ 83,393
7	\$ 54,655	\$ 68,016	\$ 70,538	\$ 74,654	\$ 86,997
8	\$ 56,814	\$ 70,536	\$ 73,018	\$ 77,454	\$ 90,760
9	\$ 58,972	\$ 73,902	\$ 75,501	\$ 80,084	\$ 93,825
10	\$ 60,151	\$ 75,378	\$ 79,118	\$ 83,602	\$ 97,049

PAY SCALE – SEPTEMBER 1, 2011

Year	Category 1	Category 2	Category 3	Category 3b	Category 4
0	\$ 40,734	\$ 51,897	\$ 54,761	\$ 57,758	\$ 66,746
1	\$ 42,957	\$ 54,493	\$ 57,314	\$ 60,386	\$ 69,596
2	\$ 45,181	\$ 57,087	\$ 59,870	\$ 63,049	\$ 72,576
3	\$ 47,403	\$ 59,680	\$ 62,429	\$ 65,745	\$ 75,692
4	\$ 49,627	\$ 62,276	\$ 64,998	\$ 68,484	\$ 78,945
5	\$ 51,850	\$ 64,870	\$ 67,542	\$ 71,242	\$ 82,344
6	\$ 54,074	\$ 67,463	\$ 70,097	\$ 74,046	\$ 85,894
7	\$ 56,295	\$ 70,056	\$ 72,654	\$ 76,894	\$ 89,607
8	\$ 58,519	\$ 72,652	\$ 75,209	\$ 79,777	\$ 93,483
9	\$ 60,741	\$ 76,119	\$ 77,766	\$ 82,486	\$ 96,640
10	\$ 61,956	\$ 77,640	\$ 81,491	\$ 86,110	\$ 99,961

APPENDIX B

In the event that compliance with any rule would, in the opinion of the Association, place any employee it represents in violation of such employee's code of professional ethics or interfere with the proper discharge of any employee's professional function, the Employer agrees to exempt such employee from its application.

The Codes of Ethics recognized by the Employer and the Association shall be the Code of Ethics of: The College of Psychologists of Ontario; the Ontario Association for Counseling and Attendance Services; the Ontario Association of Social Workers/Ontario College of Social Workers; and the College of Audiologists and Speech/Language Pathologists of Ontario, in effect from this date.

The Employer and the Association acknowledge the responsibility of the employees to comply with the Codes of Ethics of their respective professions.

Notwithstanding the above, it is understood by the Association that Appendix B shall not interfere with the Employer's management rights in relation to the delivery of services.

LETTER OF UNDERSTANDING

October 30, 2008
(Revised from March 3, 1997)

Ms. Nancy Bottrell
Vice-President of Negotiations
Association of Professional Student Services Personnel
700 Stevenson Road North
Oshawa, Ontario L1J 5P5

Re: Legal Liability Insurance

Dear Ms. Bottrell:

The Employer will endeavor to provide the employees with an annual information session which will be given by a representative of the insurance company involved, regarding the coverage provided by the Legal Liability Insurance policy covering employees of the Employer.

Any concerns by employees with the policy may be addressed through the Association, in writing, to the Superintendent of Business or designate.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

October 30, 2008
(Revised from September 22, 1992)

Ms. Nancy Bottrell
Vice-President of Negotiations
Association of Professional Student Services Personnel
700 Stevenson Road North
Oshawa, Ontario L1J 5P5

Dear Ms. Bottrell:

Re: Equivalency

It is understood that when the Employer exercises its discretion to determine equivalency under Article 21.02 of the Collective Agreement, the Employer will consult with the appropriate Professional Association on acceptable level of qualifications and/or experience.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

October 30, 2008
(Revised from March 4, 1997)

Ms. Nancy Bottrell
Vice-President of Negotiations
Association of Professional Student Services Personnel
700 Stevenson Road North
Oshawa, Ontario L1J 5P5

Dear Ms. Bottrell:

RE: Pay Equity Maintenance

The parties agree to meet on an as-needed basis to ensure that Pay Equity is maintained for employees in this bargaining unit.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

October 30, 2008
(Revised from January, 2000)

Ms. Nancy Bottrell
Vice-President of Negotiations
Association of Professional Student Services Personnel
700 Stevenson Road North
Oshawa, Ontario L1J 5P5

Dear Ms. Bottrell:

Re: Committee to Review Caseload Issues

The Employer and the Association will establish a Joint Committee to review issues in relation to the caseloads of employees within the bargaining unit. The Committee will be composed of two (2) APSSP representatives and two (2) representatives of the Board.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

October 30, 2008
(Revised from February 15, 2001)

Ms. Nancy Bottrell
Vice-President of Negotiations
Association of Professional Student Services Personnel
700 Stevenson Road North
Oshawa, Ontario L1J 5P5

Dear Ms. Bottrell:

Re: Replacement of Employees Internally (within Board)

The Employer and the APSSP agree that when an existing employee transfers temporarily from another bargaining unit to the Association of Professional Student Services Personnel to replace an Association employee who is absent, the transferred employee will continue receiving all existing health benefits from his/her previous bargaining unit (including OMERS). However, the employee will pay union dues to the Association of Professional Student Services Personnel bargaining unit.

All other provisions of the Association of Professional Student Services Personnel bargaining unit collective agreement will be respected.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

October 30, 2008

Ms. Nancy Bottrell
Vice-President of Negotiations
Association of Professional Student Services Personnel
700 Stevenson Road North
Oshawa, Ontario L1J 5P5

Dear Ms. Bottrell:

Re: Professional Development

The parties to this Collective Agreement note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a one-time \$17 million allocation in the GSN in 2008-2009 to enhance professional development and training opportunities for education support workers.

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 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.

In accordance with the conditions set out in Section 3 of the PDT Agreement dated May 14, 2008, the Employer will transfer the Bargaining Unit's proportional share of the one-time enhancement directly to the Bargaining Unit by December 31, 2008, for the purpose of professional development, training and equipment. The Association shall indemnify and save the Board harmless in respect of all claims and demands made against the Board as a result of the transfer of such monies to the Association.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

October 30, 2008

Ms. Nancy Bottrell
Vice-President of Negotiations
Association of Professional Student Services Personnel
700 Stevenson Road North
Oshawa, Ontario L1J 5P5

Dear Ms. Bottrell:

Re: Employee Benefits

The Board and the Association agree that the Board's share of the \$50 million 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 parties have noted the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to allocate an additional annual enhancement of \$33 million (0.26% increase in benchmarks) effective in 2010-2011 to enhance group benefits and other working conditions for all school boards in Ontario as locally discussed and mutually agreed upon for implementation by September 1, 2010 on a go forward basis, as per the Provincial Discussion Table Agreement dated May 14, 2008.

In accordance with Section 7 of the PDT Agreement, all group benefit coverage levels and provisions in place during the 2007-2008 school year 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 local Bargaining Unit's share of the Board's allocation under the enhancement of \$33 million shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-09 Financial Statements. In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining Unit shall be excluded. The Board agrees to spend no less than their allocated amount under this enhancement.

LETTER OF UNDERSTANDING (cont'd)

The Board shall share the financial analysis and calculations of this allocation with the local Bargaining Unit.

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

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

October 30, 2008

Ms. Nancy Bottrell
Vice-President of Negotiations
Association of Professional Student Services Personnel
700 Stevenson Road North
Oshawa, Ontario L1J 5P5

Dear Ms. Bottrell:

Re: Benefits 2008-2010 School Years

The Board and the Association will meet as soon as mutually convenient following ratification of this Collective Agreement to explore and discuss options which allow for changes to current benefits with the proviso that any such changes are cost neutral to the Board.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

October 30, 2008

Ms. Nancy Bottrell
Vice-President of Negotiations
Association of Professional Student Services Personnel
700 Stevenson Road North
Oshawa, Ontario L1J 5P5

Dear Ms. Bottrell:

Re: Staffing

The Parties note the government's 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 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 this new allocation to enhance direct services to students with special needs and/or at-risk students targeted to the following jobs categories: Social Workers/Attendance Counselors, Child and Youth Counselors, Communicative Disorders Assistants, Orientation and Mobility Specialists, as well as professionals and paraprofessionals who provide support for special education, such as Speech/Language Pathologists and Psychologists, Psychometrists and Psychological Associates. Special consideration will be given to the needs of Grade 7 and 8 students.

LETTER OF UNDERSTANDING (cont'd)

The Board will share the financial analysis and calculations of this allocation with the Bargaining Unit.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

October 30, 2008

Ms. Nancy Bottrell
Vice-President of Negotiations
Association of Professional Student Services Personnel
700 Stevenson Road North
Oshawa, Ontario L1J 5P5

Dear Ms. Bottrell:

Re: Partnerships With External Agencies

The Parties agree to establish a Joint Committee with up to three representatives each from both the Board and the Association to review recommendations flowing from a provincial protocol template and/or guiding principles for partnerships with external agencies in the areas of regulated health professionals, social service professionals and paraprofessionals for the delivery of services and/or programs to students with special needs and/or at-risk students. The results of this Committee's work will reflect local circumstances.

The Board will consult with the Association on its partnerships with external agencies which may utilize the services of regulated health care, social service, and paraprofessionals.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

October 30, 2008

Ms. Nancy Bottrell
Vice-President of Negotiations
Association of Professional Student Services Personnel
700 Stevenson Road North
Oshawa, Ontario L1J 5P5

Dear Ms. Bottrell:

Re: Provincial Committees

In the event that any employee in the bargaining unit participates in any Provincial committee, task force or working group flowing out of the PDT Agreement, 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.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

Durham Catholic District School Board

CATEGORY VERIFICATION FORM
ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL
DURHAM CHAPTER

To be completed by newly hired employees and forwarded from Human Resources and Administrative Services Department, after confirmation of accuracy, to the Secretary of the Chapter as soon as the information is complete.

Name: _____

Job Title: _____

Hire Date: _____

Qualifications: _____

Experience: _____

Wage Category Assigned: _____

Step on Salary Scale Assigned: _____

Employee's Signature: _____

Date: _____

Confirmed Correct by Administration - Date: _____

- Initial: _____

If you have any questions about completing this form, please contact the Association Chapter Chairperson.