



**COLLECTIVE AGREEMENT**

**between**

**THE HALTON CATHOLIC DISTRICT SCHOOL BOARD**

**and**

**THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL  
ON BEHALF OF ITS HALTON CATHOLIC DISTRICT SCHOOL BOARD CHAPTER**

**SEPTEMBER 1, 2012 TO AUGUST 31, 2014**

## Contents

---

PREAMBLE .....	1
ARTICLE I - PURPOSE .....	2
ARTICLE II - RECOGNITION .....	2
ARTICLE III - DISCRIMINATION .....	3
ARTICLE IV - MANAGEMENT RIGHTS .....	3
ARTICLE V - STRIKES AND LOCKOUTS .....	3
ARTICLE VI - ASSOCIATION REPRESENTATION .....	3
ARTICLE VII - COMMUNICATIONS .....	4
ARTICLE VIII - GRIEVANCE PROCEDURE .....	4
INFORMAL STAGE .....	5
8.06        STEP ONE .....	6
8.07        STEP TWO .....	6
8.09        (i) POLICY GRIEVANCES .....	6
8.09        (ii) GROUP GRIEVANCES .....	7
ARTICLE IX - ARBITRATION .....	7
ARTICLE X - DISCHARGE AND DISCIPLINE .....	8
ARTICLE XI - SENIORITY .....	9
ARTICLE XII - JOB POSTING .....	11
ARTICLE XIII - ASSOCIATION SECURITY .....	11
ARTICLE XIV - BENEFITS .....	12
ARTICLE XV – LEAVES OF ABSENCE .....	14
Pregnancy/Parental Leaves .....	14
15.06        Court/Jury Duty .....	15
15.07        Leaves of Absence .....	15
15.08        Bereavement Leave .....	16
15.09        Education Leave .....	16
15.10        Association Leave .....	16
15.11        Compassionate Leave .....	16
15.12        Emergency Leave .....	17
15.13        Benefits During Leave .....	17
15.14        Seniority During Leave .....	17
ARTICLE XVI – PROFESSIONAL DEVELOPMENT .....	17
ARTICLE XVII – AUTOMOBILE USAGE ALLOWANCE .....	18
ARTICLE XVIII – PERSONAL/PERSONNEL FILES .....	18
ARTICLE XIX – WORK YEAR AND RECOGNIZED HOLIDAYS .....	18
ARTICLE XX – SALARY SCHEDULE .....	20
ARTICLE XXI – DURATION .....	21
ARTICLE XXII – RETROACTIVITY .....	21
ARTICLE XXIII – DEFINITIONS .....	22
ARTICLE XXIV - SEMINARS/WORKSHOPS .....	22
APPENDIX A: SALARY SCALE FOR CONTINUING EDUCATION .....	23
APPENDIX B: LETTER OF INTENT .....	23
APPENDIX C: LETTERS OF UNDERSTANDING .....	23
Layoffs .....	23
Return to Work .....	23
Professional Development and Training .....	23

Benefits.....	24
Staffing.....	24
Protocol Template and/or Guiding Principles for Partnerships with External Agencies	25
Provincial Committees covered by the PDT .....	25
APPENDIX D: JOB DESCRIPTIONS .....	25
APPENDIX E: DEFERRED SALARY LEAVE PLAN.....	26
APPENDIX F: SALARY GRID SCHEDULE.....	30
LETTER OF UNDERSTANDING: PSYCHOLOGICAL ASSOCIATES ALLOWANCE .....	30
LETTER OF UNDERSTANDING: <i>PUTTING STUDENTS FIRST ACT, 2012</i> .....	31
AGREEMENT TO APPEND .....	32
MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF EDUCATION AND APSSP AND THE SIGNATORY UNIONS – DATED JUNE 14, 2013.....	33

## PREAMBLE

---

**WHEREAS**, it is the common goal of the Halton Catholic District School Board and its APSSP employees to facilitate the optimum development of each child in accordance with each individual's potential and the requirements of society, both religious and secular, and

**WHEREAS**, the Halton Catholic District School Board and its APSSP employees as representatives of the parents, are entrusted with developing a school system of spiritual and academic growth and committed to a philosophy of Catholic education whose values are communicated by word and action, and

**WHEREAS**, it is essential that the Halton Catholic District School Board and its APSSP employees maintain the harmonious relationship that exists between them; and

**WHEREAS**, it is the desire of the Halton Catholic District School Board, its APSSP employees and their agencies, associate bodies of representatives to agree upon any interpretation of this Collective Agreement.

**IT IS** the intent of the Halton Catholic District School Board and its A.P.S.S.P. employees to set forth in this Agreement the salaries, allowances, benefits and those Articles of Agreement which specify this contractual relationship.

The Halton Catholic District School Board and the APSSP Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

## ARTICLE I - PURPOSE

---

- 1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Board 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 employee(s) who are subject to its provisions.

## ARTICLE II - RECOGNITION

---

- 2.01 In accordance with the Certificate issued by the Ontario Labour Relations' Board on the 23rd day of July, 2001 and as amended by agreement of the parties, the Board recognizes the Association as the sole collective bargaining agent for all employees of the Halton Catholic District School Board engaged as Speech and Language Pathologists, Attendance Counsellors, Child and Youth Counsellors, Social Workers, Psychometrists, Psychological Associates and Psychologists, Communicative Disorders Assistants and Librarians in the Regional Municipality of Halton, save and except those employees covered by another existing collective agreement with this Board.

- 2.02 (a) The Board shall not assign a person employed under a teacher's contract to perform the job functions carried out by employee(s) of the bargaining unit.
- (b) The Board shall notify the Association when it intends to contract out services.

- 2.03 The Association and the Board agree that nothing in this Agreement limits the Board from receiving psychological or psychiatric services through entering into contracts with consulting service providers or agencies.

### 2.04 **JOB DESCRIPTIONS**

The parties agree that job descriptions will be developed jointly through the on-going Pay Equity Committee work and that future revisions of job descriptions will be in accordance with the Pay Equity Act.

- 2.05 (a) Except in cases of emergency or unforeseen changes the Board agrees to communicate with an employee prior to any decision being made regarding a change in his or her assignment. All changes in assignments for September of each year shall be confirmed in writing to each affected member of the bargaining unit by June 10<sup>th</sup> of each year, except that in the case of Child and Youth Counsellors, changes as above shall be confirmed by June 1<sup>st</sup> of each year.
- (b) By February 15th of each year, employees may submit a request in writing to the Executive Officer of Human Resources Services to transfer to a different assignment, in the coming school year. Such request shall indicate the employee's preference in

placement. The Board will acknowledge the employee's request and shall notify the employee in writing as soon as possible regarding the granting or denial of such request.

- (c) In the event that the Board creates a classification that appropriately falls within this bargaining unit, the Board agrees to discuss any appropriate amendments to the Collective Agreement with the Chapter Executive two (2) months in advance.

### ARTICLE III - DISCRIMINATION

---

3.01 There shall be no discrimination by the Board or the Association against any employee in accordance with the Human Rights Code as amended from time to time.

3.02 The Board and the Association each agree that there will be no intimidation or discrimination against or coercion, restraint or influence on account of membership in the Association or by reason of any association activity.

### ARTICLE IV - MANAGEMENT RIGHTS

---

4.01 Save and except to the extent specifically modified or curtailed by any provisions of this Agreement, the right to manage and conduct a business of the Board is vested exclusively with the Board and its administration.

4.02 Where a conflict appears between a provision of this Agreement and a provision of an Act or Regulations, the provision of the Act or Regulations prevails.

4.03 A probationary employee shall not use the Grievance Procedure to appeal a decision of the Board not to hire such member on a permanent basis.

### ARTICLE V - STRIKES AND LOCKOUTS

---

5.01 There shall be no Strikes or Lockouts during the term of this Agreement. The terms "STRIKE" and "LOCKOUT" shall be interpreted in accordance with the definitions set out in the Ontario Labour Relations Act, 1995, as amended from time to time.

### ARTICLE VI - ASSOCIATION REPRESENTATION

---

6.01 For the purposes of negotiations between the parties, the Board shall recognize a Negotiating Committee of four (4) employees plus one (1) alternate to represent the Association and there shall be no loss of pay for any employees in carrying out this provision.

6.02 The Negotiating Committee shall be entitled to have outside representation at all meetings between the Association and Board.

6.03 The Board may, subject to the Board's usual requirements and policies, allow the Association to use its premises and facilities for the purpose of membership and executive meetings.

### **JOINT LABOUR MANAGEMENT COMMITTEE**

6.04 The parties agree to meet at least every two (2) months during the school year, or at the request of either party to discuss matters of mutual interest. Minutes of such meetings will be taken and distributed to each member and approved at the following meeting. Up to three (3) representatives of the association may attend, with no loss of pay.

6.05 The Board will post a copy of this collective agreement on the Board's intranet within thirty (30) calendar days of the final proofing following ratification by the parties. The Board will forward 20 copies to the Local President for Union purposes.

### **ARTICLE VII - COMMUNICATIONS**

---

7.01 All official communications between the parties arising out of this agreement or incidental thereto, shall pass between the Executive Officer, Human Resources Services and the President of the Association, except as provided for in the grievance and arbitration procedure.

7.02 The Association shall provide the Board with the names of each executive and committee member by October 31<sup>st</sup> of each year, and as changes occur.

7.03 Existing bulletin board space may be used for the posting of Association notices.

7.04 The Board shall supply to the President of the Association, in writing, the names and addresses of all newly hired bargaining unit employee(s) within ten (10) working days of the date of hire, and agrees to inform the Association in writing, within ten (10) working days of the names of any bargaining unit employee(s) who are laid off, granted a leave in excess of thirty (30) calendar days, or have resigned.

7.05 New employee(s) shall receive, in writing, confirmation of their appointment detailing salaries and benefits, and a list of the current executive of the Chapter of A.P.S.S.P. The Board will inform all new employees that access to the collective agreement can be found on the Board's intranet.

### **ARTICLE VIII - GRIEVANCE PROCEDURE**

---

8.01 (i) At all formal stages of the grievance procedure, all grievances must be:

1. in writing
2. specify the clause(s) allegedly violated,
3. include a precise statement of all facts relied upon,
4. indicate the grievor or that it is a policy grievance or if a group grievance, indicate each grievor, and

5. indicate the redress being sought.
6. be signed by the grievor, and, in the case of a policy grievance, be signed by a member of the Association Executive.

The grievance is to be sent by facsimile, with a hard copy sent by mail to the appropriate recipient of each stage or step of the grievance procedure. The Board acknowledges the right of the Association to appoint an Association Grievance Committee consisting of two bargaining unit employees.

- (ii) It is the mutual desire of the Association and the Board that all grievances shall be adjusted as quickly as possible. It is further agreed that the designated grievance procedure as hereinafter set forth shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision, and final settlement of the grievance.

8.02 A grievance under this Agreement shall be defined as a difference or dispute between the parties relating to the interpretation, application, administration or alleged violation of this Agreement.

8.03 At all informal stages an employee of the bargaining unit may be accompanied by an Association representative and at all formal steps, an employee shall be accompanied by an Association representative. The Board shall notify the member in advance of any discussion regarding their grievance of their right to representation.

- 8.04 (a) Time limits specified in the Grievance Procedure are mandatory and not simply directory, and may only be amended by written, mutual agreement of both parties.
- (b) Committee employee(s) shall be allowed to leave their work for the purpose of the handling of grievances, without loss of pay.
- (c) The Board shall supply the necessary facilities for grievance meetings.

8.05 Complaints and Grievances shall be settled in the following manner and sequence:

#### INFORMAL STAGE

---

- (a) A bargaining unit member with a complaint or grievance is advised that the member should first discuss the matter with the Superintendent of Special Education Services or designate in an endeavour to resolve the complaint or grievance in an informal manner before a written grievance is submitted.
- (b) The Superintendent of Special Education Services or designate shall reply, verbally within three (3) working days after receipt of the complaint.



## 8.06 STEP ONE

---

- (a) Failing satisfaction at the informal stage above, the grievor may submit the grievance in writing to the Executive Officer, Human Resources Services within ten (10) working days of reply being received in 8.05(b).
- (b) The Executive Officer, Human Resources Services shall arrange a meeting with the Association grievance committee within five (5) working days of receipt of the grievance. The Executive Officer, Human Resources Services shall reply in writing to the Association grievance committee within five (5) working days of the meeting.

## 8.07 STEP TWO

---

- (a) Failing satisfaction at Step One above, the grievor may refer the grievance in writing to the Director of Education within five (5) working days of reply being received at Step One.
- (b) The Director of Education shall meet with the Association grievance committee within five (5) working days of receipt of the grievance. The Director of Education shall reply in writing to the Association grievance committee within five (5) working days of the meeting. Failing satisfaction, the Association may proceed to Arbitration as per Article 9 herein.

8.08 At any stage of the grievance or arbitration procedures provided for herein, the parties may have the assistance of the bargaining unit member concerned and any other witnesses which they consider necessary. The Association agrees to assume responsibility for salary costs incurred for its witnesses while in attendance at the grievance or arbitration proceedings.

## 8.09 (i) POLICY GRIEVANCES

---

Policy grievances arising directly between the Board and Association, instead of following the procedure set out above in this article, may be submitted in writing by registered mail or personal delivery within thirty (30) working days after the party becomes aware or would reasonably be expected to become aware of the circumstances giving rise to the complaint. The parties agree to meet without delay in an attempt to settle the grievance. In the event that the parties are unable to settle such grievance within fifteen (15) working days after submission as required above, then the party to whom the grievance was delivered shall reply in writing, by registered mail or personal delivery, to such grievance within a further five (5) working days. Failing satisfactory resolution of the policy grievance at this point, the initiating party may refer the matter to Arbitration in accordance with the procedures contained in this agreement.

## 8.09 (ii) GROUP GRIEVANCES

---

In the event that more than one (1) member has the identical grievance, a group grievance, which has been signed by each grievor, may be submitted at Step One of the grievance procedure.

- 8.10 A grievance which has exhausted the procedure set out in this Article without being resolved, may be referred to an arbitrator or a Board of Arbitration under the procedures of Article IX of this Agreement.
- 8.11 The term "working days" when used in this Article shall mean Monday to Friday inclusive throughout the school year but excluding holidays as defined in this Agreement.
- 8.12 In the event of a grievance, instituted by the Board, such grievance shall be referred in writing to the secretary of the Halton Catholic District School Board Chapter of the Association, within ten (10) working days after the circumstances giving rise to the grievance have come to the attention of or should reasonably have come to the attention of the Board. Within ten (10) working days thereafter, the Grievance Committee of the Association shall meet with the Executive Officer, Human Resources Services to consider such a grievance. If no resolution of the dispute is achieved at such meeting then within ten (10) working days thereafter the Director of Education or his designate shall meet with the Executive of the Halton Catholic District School Board Chapter of the Association to consider such a grievance. If no resolution of the dispute is achieved at such a meeting, the Board will proceed with the grievance as provided for in Article IX.
- 8.13 Prior to arbitration, by mutual consent, the parties may refer the matter to mediation for an attempt at resolution. Any agreed resolution through mediation would be binding on the parties.

Each of the parties shall jointly share the fees and expenses of the mediator.

## ARTICLE IX - ARBITRATION

---

- 9.01 When a difference arises between the parties relating to the interpretation, application or administration of this Agreement, or where an allegation is made that this Agreement has been contravened, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The parties may mutually agree to submit the grievance to a single arbitrator acceptable to both parties.
- 9.02 The recipient of the notice shall within five (5) working days inform the other party of the name of its appointee to the arbitration board.

- 9.03 Where two appointees are so selected they shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the chairperson.
- 9.04 If the recipient of the notice fails to appoint an appointee, or if the two appointees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Ministry of Labour, Province of Ontario.
- 9.05 Should the parties agree to submit the grievance to a single arbitrator, they shall attempt to reach agreement on the name of a potential arbitrator within a further period of fifteen (15) working days. In the event that they are unable to reach agreement within such period, or any other time period which may be agreed upon by the parties, Section 48(4) of the Ontario Labour Relations Act shall apply.
- 9.06 A single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties.
- 9.07 Any notice required under this Article shall be sent by facsimile, with a hard copy sent by mail.
- 9.08 The decision of a majority is the decision of the arbitration board but, if there is no majority, the decision of the chairperson governs.
- 9.09 The arbitrator or arbitration board, as the case may be, shall not by decision add to, delete from, modify or otherwise amend the provisions of this Agreement.
- 9.10 The initial notice requesting submission of the grievance to an arbitrator or arbitration board shall be delivered not later than thirty (30) working days after the time limit for exhaustion of the applicable procedure contained in Article IX of this Agreement.
- 9.11 Each party may be represented at the arbitration by representatives of its choice.
- 9.12 Each of the parties shall bear the fees and expenses of its nominee to the Arbitration Board and shall jointly share the fees and expenses of the Chairperson.
- 9.13 Time limits specified in this Article are mandatory and not simply directory, and may only be amended by written, mutual agreement of both parties.
- 9.14 The term "working days" when used in this Article shall mean Monday to Friday inclusive throughout the school year but excluding holidays as defined in this Agreement.

#### ARTICLE X - DISCHARGE AND DISCIPLINE

---

- 10.01 No bargaining unit member shall be disciplined or discharged without just cause.

- 10.02 There shall be a representative of the Association at any meeting where the member is disciplined or discharged unless the bargaining unit member declines such representation. The bargaining unit member shall be informed by the Board in advance of the meeting of its purpose, and of his/her rights to representation. The A.P.S.S.P. Chapter President shall be notified at the same time as the member.
- 10.03 A bargaining unit member discharged, suspended, or disciplined shall be advised in writing of the reason for such action within five (5) working days of the imposition of discipline, and the President of the Association shall be given a copy within twenty-four (24) hours.
- 10.04 A claim by a bargaining unit member that she/he has been wrongfully discharged or disciplined may be settled under the grievance procedure (ARTICLE VIII), including Arbitration (ARTICLE IX). Discharge grievances shall commence at STEP TWO. Any other discipline grievances shall commence at STEP ONE.
- 10.05 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated by the Board with full compensation for the time lost. It is understood that this clause does not limit the full powers of an arbitration board as provided for in the Labour Relations Act.

#### ARTICLE XI - SENIORITY

---

- 11.01 (a) For full time employees, seniority is defined as length of continuous employment with the Board in this bargaining unit, subject to adjustments wherever this Agreement so requires.
- (b) As of September 1, 1997, part time employees shall accrue seniority on a pro-rated basis based on the number of days actually worked for the Board out of the total of the working days in a school year.
- (c) A seniority list shall be developed by the Board and posted on the Board's intranet by September 30 and January 31 of each year. The list shall indicate each member's date of hire, category and salary level and years of experience.
- (d) Seniority will accumulate and be calculated as per Article 15.12

#### PROBATION

---

- 11.02 An employee will be considered on probation for the first ten (10) months of employment, excluding July and August. It is further understood that the employer may, after notifying the bargaining unit employee and the Association in writing extend the probationary period for a further two (2) months. The notice shall include the reasons for the extension and the expectations of the Board regarding the probationary member's performance."

## LAYOFF

---

- 11.03 In the event of a layoff, the Board agrees that employee(s) shall be laid off in reverse order of their seniority, except that an employee may be retained out of line of seniority where there is no other member available who has the necessary skills and qualifications to perform the work of the junior member.
- 11.04 In the event that the Board plans a re-organization which may result in the lay-off or redundancy of bargaining unit employee(s), the Board agrees to meet with the Association as soon as possible prior to the implementation in order to discuss the proposed changes and methods of reducing the adverse effects on employee(s).
- 11.05 (a) The Board shall maintain a recall list of laid off employee(s). It is the responsibility of each member to keep the Board informed with respect to mailing address and telephone numbers.
- (b) Employees shall be recalled in reverse order of layoff, provided they have the necessary skills and qualifications to do the available work.
- (c) An employee who fails to accept recall or report for duties as directed, shall lose all recall rights unless the employee who is unable to report provides satisfactory medical or other evidence of injury, illness or other reasonable excuse to the Board.
- 11.06 All employee(s) who are laid off shall receive at least thirty (30) working days notice of layoff, or thirty (30) working days of pay in lieu of notice. A copy of any such layoff notice will be sent to the Chapter President at the same time as it is sent to the affected employee(s).

## TEMPORARY EMPLOYEES

---

- 11.07 Any employee hired to replace an employee on leave of absence, or hired into a bargaining unit classification on the basis of a short-term contract (less than one school year) shall be covered by the terms of this agreement during the period of their employment with the exception of the right to arbitrate job posting grievances. Should the temporary employee be retained by the Board as a permanent employee in this bargaining unit, the employee shall be credited with all time worked in a temporary capacity for the purpose of seniority, probation, and placement on the salary scale. Temporary employees shall not be entitled to benefits as provided in this Agreement unless they are employed for a period greater than thirty (30) working days.

## ARTICLE XII - JOB POSTING

---

12.01 Where a vacancy occurs or where there is a newly created position appropriate to this agreement, the Association shall be notified and the position shall be posted for at least five (5) consecutive working days, or seven (7) calendar days during other designated holiday periods, on the intranet to permit employees to make application for the position. Where the Board decides not to fill a vacancy in the bargaining unit, the Board agrees to notify the Association in writing of this decision.

12.02 Where more than one employee from the bargaining unit applies for a job, the Board shall consider the following factors:

- (a) qualifications and skills
- (b) seniority

Where qualifications and skills are relatively equal, the Board shall select the senior applicant. Where there are no qualified applicants, the Board shall fill the vacancy with an applicant from outside the bargaining unit.

12.03 Unsuccessful internal applicants shall be notified in writing within ten (10) working days of the closing date of the posting unless this time period extends into summer break, in which case notification shall be within fourteen (14) calendar days.

## ARTICLE XIII - ASSOCIATION SECURITY

---

13.01 On the first pay of each month the Board shall deduct from each employee, and in the case of new employees, after thirty (30) days from date of hire, an amount equal to regular monthly Association dues. All monies so deducted shall be remitted to the Treasurer of the Provincial Association not later than the 15th day of the month in which such deductions are made, together with a list of the names of all employees from whose pay dues were so deducted. The Board will have no responsibility to collect past due Association dues.

13.02 The Board shall show the total amount of association dues paid by each member on the member's T-4 slip.

13.03 Such total in 13.02 shall not apply to any levies, special assessments or initiation fees which shall not be collected by the Board.

13.04 In order that the Board may have definite instructions as to what amount is to be deducted for the above purpose, it is agreed that the Association shall promptly notify the Board in writing over the signature of the Secretary of the Association of the amount of the deductions to be made by the Board, and the Board shall continue to rely upon such written notification until it receives other official written notification.

13.05 The Association agrees to defend and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making such check-off deductions, except for any claims or liability arising out of an error committed by the Board that shall be limited to the amount of the unremitted dues.

#### ARTICLE XIV - BENEFITS

---

The Board agrees during the term of the agreement to maintain the premium coverage for eligible employees in the active employ of the Employer under the Sun Life Financial group benefits plan contract numbers 50768 and 25168, in effect as of August 31, 2012 subject to their respective terms and conditions including enrolment requirements.

The Board agrees to post the applicable Benefit Plan booklet on the Board's intranet site. Employees are encouraged to consult the Benefits Plan booklet for a complete listing of benefits coverage.

##### *14.01 Dental Benefits*

---

The Board will contribute 100% of the monthly premium for the dental care plan for eligible employees who elect to participate in the plan.

##### *14.02 Extended Health Plan*

---

The Board will contribute 100% of the monthly premium for the extended health plan for eligible employees who elect to participate in the plan.

- 14.03 (a) The Board will contribute 100% of the monthly premiums for each eligible employee for group term life insurance coverage in the amount of \$100,000.
- (b) The Board will contribute 100% of the monthly premiums for the Accidental Death and Dismemberment Plan on the base plan of \$60,000.
- (c) Additional Supplementary coverage over and above the first one hundred thousand dollars (\$100,000) to a maximum of two hundred thousand (\$200,000) will be available to all eligible employee(s) at no cost to the Board. Participation in the base policy of one hundred thousand dollars (\$100,000) will be compulsory for all employee(s).
- (d) Additional Accidental Death and Dismemberment Insurance, to an amount equal to the Supplementary coverage, over and above the basic sixty thousand dollars (\$60,000) will be available to all eligible association employee(s) at no cost to the Board.
- (e) Additional optional coverage shall be available to a maximum of one hundred thousand dollars (\$100,000), to all eligible association employee(s) who participate in the Supplementary Plan, at no cost to the Board.
- (f) Optional coverage for an employee's dependents shall be available to a maximum of \$10,000 for each person at no cost to the Board.

- 14.04 The Board shall continue to administer the Long Term Disability Insurance Plan, at no cost to the Board for the life of this agreement.
- 14.05 The leave period for a Long Term Disability is not recognized as experience for salary purposes. Long Term Disability leave is not recognized for seniority purposes.
- 14.06 An employee on Long Term Disability shall continue to receive Board contributions to employee benefits as per Article XIV for a two (2) year period from the commencement of the Long Term Disability period.
- 14.07 Beyond the two (2) year period in 14.06, an employee on Long Term Disability shall be eligible to participate in the Benefit Plans of the Board, providing 100% of the monthly premiums are paid in advance by the employee and on a payment schedule as determined by the Board.
- 14.08 Association employee(s) shall participate in the Ontario Municipal Employees Retirement System Pension Plan in the same manner as for all non-academic employees of this School Board.

#### *14.09 Workers' Safety Insurance Board*

---

When an employee is eligible for and receives approval of a claim by the Workers' Safety Insurance Board he/she shall select one of the following options:

##### **OPTION A**

- (i) All Workers' Safety Insurance Board benefit payments shall be remitted to the School Board.
- (ii) Upon receipt by the School Board of the benefits described in paragraph (i) above, the employee shall be paid 100% of his/her regular pay from the School Board.
- (iii) The Board shall deduct the number of days from the employee's sick credits in proportion to the percentage of the employee's net salary not remitted to the School Board by the Workers' Safety Insurance Board.
- (iv) Once the employee's sick leave credits are exhausted, the employee shall only receive the Workers' Safety Insurance Board benefits to be paid directly by the Workers' Safety Insurance Board.

OR

##### **OPTION B**

The employee receives Workers' Safety Insurance Board benefit payments directly from the Workers' Safety Insurance Board without any supplement from the School Board nor any



deduction from sick leave credits. The employee must give notice to the Executive Officer, Human Resources Services, if she/he chooses this option.

### *Cumulative Sick Leave Plan*

---

- 14.10(a) Each employee shall be granted two (2) sick leave credits for each complete month in accordance with this Article. Unused accumulated sick credits to a maximum of 270 days will be carried over to the next school year. A complete month is defined as the total number of working days in the month (excluding July and August).
- (b) The Board shall provide each employee, on or before October 25th of each year, with a written statement which shall include the number of accumulated sick day credits as of the previous June 30th, and the number of sick day credits deducted during the previous year.
- (c) An employee who is in receipt of LTD benefits or WSIB benefits or who is on a leave of absence or who is not working for the Board for any reason shall not be eligible for sick days as outlined in paragraph 14.10(a) and shall receive sick days prorated on the basis of the number of full days actually worked out of the complete month. For clarity, 14.10(c) does not apply to the following leaves of absence:
- 15 Paternity Leave
  - 15.06 Court/Jury Duty Leave
  - 15.08 Bereavement Leave
  - 15.10 Association Leave
  - 16.02 Approved Attendance at Conference Leave
  - 16.03 Approved Participation in Conference Leave
- (d) All absences must be reported to the automated absence reporting system, and to the employee's supervisor. The Board may require an employee to submit a certificate from a qualified medical practitioner for more than three (3) consecutive days of absence due to illness. Under extenuating circumstances, the Executive Officer, Human Resources Services, may require an employee to submit a certificate from a qualified medical practitioner due to illness for three (3) consecutive days or less.

## ARTICLE XV – LEAVES OF ABSENCE

---

### *Pregnancy/Parental Leaves*

---

- 15.01 Pregnancy and parental leave shall be provided in accordance with the Employment Standards Act as amended from time to time, plus any superior provisions established herein.
- 15.02 Any leave beyond that provided by the Employment Standards Act must be requested in writing to the Executive Officer, Human Resources Services by November 1 or May 1. Any request for extension must be approved by the Executive Officer, Human Resources Services.

No extension beyond an additional 12 month leave shall be granted. All extended leaves granted must end on the subsequent January or September, respectively.

- 15.03(a) The Board shall contribute 100% towards the monthly cost of the premiums for all benefit plans for employees who have been granted pregnancy and/or parental leaves in accordance with the Employment Standards Act.
- (b) Employee(s) taking extended pregnancy and/or parental leave pursuant to Article 15.02 may participate in the benefit plans provided that the full premium cost of participation (100%) is paid in advance by the employee and on a mutual agreed upon payment schedule.

15.04 Adoptive parents are eligible for leave in accordance with the Employment Standards Act. The Board recognizes the need to be flexible in granting leave for adoptive parents. The period of leave may be negotiated between the employee and the Executive Officer, Human Resources Services.

15.05 A paternity leave of two (2) days with pay and without deduction from sick leave credits shall be granted to an employee at or about the time of the birth of his child. An adoption leave of two (2) days leave with pay and without deduction from sick leave credits shall be granted to an employee at or about the time of the adoption of the employee's child.

#### 15.06 Court/Jury Duty

---

The Board shall grant a leave of absence without loss of pay where an employee is summoned for jury duty or as a witness in court, provided he/she is neither the plaintiff nor the defendant in the action. The employee shall remit to the Board all monies received as witness/jury fees less itemized expenses.

#### 15.07 Leaves of Absence

---

- (a) An employee may be granted a leave of absence for reasons of education, health, or a personal reason that the Board deems acceptable. The period of absence, if granted, will be determined by the Executive Officer, Human Resources Services in view of the nature of the request. The employee granted leave under this Article may participate in the benefit plans, subject to the time limitations of the carriers' policy, provided the full premium cost of participation (100%) is paid in advance by the employee and on a payment schedule mutually agreed upon by the Board and the employee.
- (b) Personal leave taking may be granted with or without salary deduction upon application to the Executive Officer, Human Resources Services.

### 15.08 Bereavement Leave

---

- (a) An employee, who is required to be absent because of the death of a member of the employee's "immediate family"\*, will be granted up to four (4) consecutive working days without loss of pay or deduction from sick leave credit. For extenuating circumstances, application for extension of leave with or without pay is to be made to the Executive Officer, Human Resources Services.
- (b) \*Definition of "immediate family": mother, father, legal guardian, brother, sister, spouse, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, ward, in "loco parentis", aunt, uncle, niece, nephew, grandparent, grandchild.

### 15.09 Education Leave

---

- (a) The Board may grant a leave of absence without pay for a period not to exceed two (2) years for educational purposes after five (5) years of continuous employment with the Board. Such leaves should be requested in writing to the Executive Officer, Human Resources Services or designate.
- (b) An employee who is applying for an additional leave of absence under this Article must have completed an additional five (5) years of service subsequent to the member's last leave of absence for educational purposes.
- (c) When a term examination is held during a work day, a half day leave without loss of pay shall be granted. Such leave shall not exceed the equivalent of two (2) days in one year.

### 15.10 Association Leave

---

Association leaves of absence without pay may be granted upon written request to the Executive Officer, Human Resources Services for Association business purposes.

### 15.11 Compassionate Leave

---

An employee may be granted up to two (2) days per year compassionate leave with pay and without loss of seniority if the request shows good and sufficient reason. Such request must be in writing to the Executive Officer, Human Resources Services or designate, show the reason, commencement date and length of proposed absence.

A leave of this nature will usually cover extraordinary circumstances, which, therefore, merit individual attention and is subject to the approval of the Executive Officer, Human Resources Services, or designate.

### 15.12 Emergency Leave

---

Any employee may apply for an emergency leave, without pay, for up to ten (10) days per year in accordance with the *Employment Standards Act*. Written application to the Executive Officer, Human Resources Services, or designate, shall be made in advance whenever possible.

### 15.13 Benefits During Leave

---

The Board will continue to pay the premium cost of all benefits during any paid leave or Workers' Safety Insurance leave and for the first 30 calendar days of any unpaid leave. Thereafter, the employee must pay the premium cost to maintain benefits during the remainder of the leave.

### 15.14 Seniority During Leave

---

- (a) During any leave of absence with salary and for up to thirty (30) calendar days in the case of unpaid leave, the employee will continue to accumulate seniority. At the end of any leave, the employee will be eligible to return to his/her former or equivalent position.
- (b) An employee granted leave under this Article must notify the Board in writing by November 1<sup>st</sup>, or March 1<sup>st</sup>, of intent to return to work on the subsequent January 1<sup>st</sup> or September 1<sup>st</sup>, whichever is applicable in any school year. Failure to do so will render the employee ineligible for a position for the subsequent school year. A letter from the Board confirming this status of ineligibility will be forwarded to the member by December 1<sup>st</sup> or April 1<sup>st</sup>, whichever is applicable.

## ARTICLE XVI – PROFESSIONAL DEVELOPMENT

---

16.01 The Board and the Association share a desire to improve professional standards by giving employees the opportunity to participate in relevant seminars, workshops, short courses, or similar programs to keep up-to-date with knowledge in their respective fields. Such programs are to be arranged in consultation with and with approval of the Superintendent, Special Education or designate.

16.02 In order to attend approved conferences related to a field of specialization, time required, if granted, will be without loss of pay, together with all reasonable expenses as are approved by the Board.

16.03 An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to a field of employment and subject to written request and approval of the Director shall be granted leave with pay for the purpose.

16.04 An employee who attends a conference, workshop/seminars shall suffer no loss in continuity of applicable fringe benefits or seniority.

#### ARTICLE XVII – AUTOMOBILE USAGE ALLOWANCE

---

17.01 Effective July 1, 2008 the rate for automobile usage is \$0.45 per kilometer, and may be adjusted from time to time by the Board.

17.02 The Board shall provide an annual kilometre allowance to staff travelling on authorized Board business as approved by the Superintendent of Special Education Services in the following manner:

September 1, 2008	\$155.00
September 1, 2009	\$160.00
September 1, 2010	\$165.00
September 1, 2011	\$170.00

#### ARTICLE XVIII – PERSONAL/PERSONNEL FILES

---

18.01 Subject to a written request to the Executive Officer, Human Resources Services and at a mutually agreed time, and in the presence of a designated Board official, an employee may review the complete contents, or any part of the employee's personnel file. The employee may obtain a copy of any material therein.

18.02 An employee shall be given an opportunity to read any formal written report directly pertaining to such employee and shall sign the document in question to indicate that its contents have been read and understood. It is understood that such signature does not denote acceptance of the report and the employee may note on the report disagreement with its contents. The Board will provide copies of any written reports or documents within 48 hours. The Board shall not be responsible for the confidentiality of these copies when released to the employee.

18.03 Any letter of discipline, suspension or other sanction shall be removed from the Bargaining Unit member's file provided such letter is greater than 24 months old and provided the member has been discipline free for the last 24 months.

#### ARTICLE XIX – WORK YEAR AND RECOGNIZED HOLIDAYS

---

19.01(a) The employment year shall be twelve (12) months (January 1<sup>st</sup> to December 31<sup>st</sup>). The work year, for all APSSP employee(s), shall be the school year as defined in the Ontario Regulations 304.

- (b) The basic work week shall be thirty-five (35) hours per week, Monday to Friday, inclusive (exclusive of lunch periods).
- (c) Each member shall be required to attend or to give case conference presentations beyond the workday as required by the Superintendent of Special Education Services.
- (d) In the event the Board requests an employee to provide additional professional services beyond the regular work week or days off as defined in Article 19.01, the Board and the employee shall meet to discuss the details of the work required. If the member is agreeable to performing this additional work, then the Board shall provide that member with additional compensation at their regular rate of pay for the period of time involved.

19.02 It is understood and agreed that the following holidays shall be granted without reduction in pay:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

- 19.03(a) Employees shall receive an annual salary which includes vacation pay. The salary of each employee will be paid on a bi-weekly basis every second Friday. Employees returning from leaves of absence or employees who commence employment after September 1st in a school year shall be paid on the pay pattern described above. Their salary will be prorated to the actual percentage of the time worked during the school year.
- (b) The Board shall deduct the Association dues in ten (10) equal monthly payments commencing the month of September in each school year.

## ARTICLE XX – SALARY SCHEDULE

---

20.01 The salary schedules are set out in Appendix F in accordance with the categories as defined below:

20.02 Definition of Categories:

### **Category IA**

Child and Youth Counsellors

### **Category IB**

Communicative Disorders Assistants

### **Category II Bachelor Degree**

Psychometrist, Social Worker, Speech and Language Pathologist

Bachelor's Degree or equivalent certification in a relevant field of employment as determined by the Executive Officer, Human Resources Services.

### **Category III (Honours Bachelor Degree)**

Psychometrist, Social Worker, Speech and Language Pathologist

### **Category IV – Master Librarians**

### **Category V (Masters Degree)**

Psychometrist, Psychological Associate, Social Worker, Speech and Language Pathologist

Master's Degree or equivalent certification in a relevant field of employment as determined by the Executive Officer, Human Resources Services.

### 20.03 **Certification Requirement**

An employee under this agreement must submit to the Executive Officer, Human Resources Services certified evidence which entitles such member to the salary specified in the appropriate classification. An employee who has not submitted such certified evidence of qualification shall be placed in an appropriate salary classification as determined by the Director.

20.04 When an employee under this contract completes a change in qualifications which entitles such employee to a salary change, he/she shall receive the appropriate payment upon proof of

change of qualifications retroactive to the date when the member completed the appropriate course requirements.

#### 20.05 **Allowance for Prior Experience**

Employee(s) shall receive credit of one (1) increment level up to category maximum on the appropriate Salary Scale for each year of acceptable experience. An Acceptable year of professional experience shall be defined as one year of relevant pro-rated, full-time employment supported with signed documentation from the previous employer. Relevant employment is employment with a provincially registered professional agency or organization which provides educational and/or other professional services consistent with those services performed by employee(s) of APSSSP.

20.06 Increments shall be paid on September 1<sup>st</sup> of each year to all eligible employees.

### ARTICLE XXI – DURATION

---

21.01 This Agreement shall be in force for a term from September 1, 2012 to August 31, 2014.

21.02 A 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.

21.03 During negotiations on any proposed 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 first occurs.

21.04 The parties will meet within fifteen (15) days after giving of notice by either party for the purpose of entering into negotiations or as soon thereafter as may be mutually agreed by the parties in writing.

### ARTICLE XXII – RETROACTIVITY

---

22.01 Increases to the salary schedule and any other monetary improvements shall be retroactive and apply to all employees in the bargaining unit as of September 1<sup>st</sup> of the contract year. Any new employee(s) hired since that date shall be entitled to a pro-rated adjustment to their remuneration from the date of their employment. The Board shall be responsible to contact by registered mail at their last known addresses any employees who have since left employment to advise them of their entitlement to any retroactive adjustment within fifteen (15) days of the ratification of this Agreement. Such employee(s) will have a period of sixty (60) days after the



mailing of the notice in which to claim such adjustment. All retroactive pay shall be computed on the basis of hours paid to the member between January 1<sup>st</sup> of the contract year and the date of implementation.

#### ARTICLE XXIII – DEFINITIONS

---

23.01 “Board” means the Halton Catholic District School Board.

23.02 “Association” means the Association of Professional Student Services Personnel.

23.03 “Chapter” means the Halton Catholic District School Board Chapter of the Association.

23.04 “Immediate Supervisor”: For all employee(s) of the bargaining unit, as defined in clause 2.01, means the Principal of the school, or an appropriate Superintendent of Education, or the Superintendent of Special Education Services, Chief Social Worker, Chief Psychological Services or that person so designated by the Executive Officer, Human Resources Services.

#### ARTICLE XXIV - SEMINARS/WORKSHOPS

---

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

## APPENDIX A: SALARY SCALE FOR CONTINUING EDUCATION

---

The hourly rate of pay shall be in accordance with the Collective Agreement between the Board and the Halton O.E.C.T.A. Secondary bargaining unit.

## APPENDIX B: LETTER OF INTENT

---

The Board shall not normally assign employee(s) of the bargaining unit to cover teacher's duties in the classroom. In the event that an employee of the Bargaining Unit feels that unreasonable requests for classroom coverage are being made, the Association will respond through use of the informal grievance procedure in an endeavour to resolve the difficulty.

## APPENDIX C: LETTERS OF UNDERSTANDING

---

### Layoffs

---

The Board undertakes to discuss with the Chapter Executive the effect of any long term or permanent reduction in the workforce, which results in a layoff at least thirty (30) working days prior to such layoff and to consider practical ways and means of minimizing the adverse effect, if any, upon the employees concerned. The foregoing shall not, however, prevent the employer from laying off any employee.

### Return to Work

---

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.

If a meeting with an employee is required to establish or modify a return to work plan, the employee shall be entitled to have an association representative present, and the Board shall so advise the employee. The Association will ensure that a representative makes themselves available so as to ensure such meetings occur without delay.

The parties acknowledge that there is a shared duty and responsibility between the employee, the employer, and the association to cooperate and facilitate an effective return to work plan in a timely fashion

### Professional Development and Training

---

The parties agree that the mechanism in place to ensure that the Bargaining Unit has opportunities to provide input on professional development and training is through the Joint Labour Management Committee.

## Benefits

---

The parties agree to establish a committee made up of representatives of APSSP and Board representatives to discuss benefit enhancements as detailed under the PDT agreement for the 2010/2011 school year, and on a go forward basis. The parties agree to meet in the 2009-2010 school year to determine the enhancements to be in effect for staff for September 2010. The Board agrees to recognize two members of APSSP and an outside consultant, if required, as representatives for this committee.

The local Bargaining Unit's share of the Board's allocation under the enhancement 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.

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

## 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 this new allocation to enhance direct services to students with special needs and/or at-risk students targeted to the following job categories: attendance counselors, social workers, and child/youth workers, and communicative disorders assistants, as well as professionals and paraprofessionals 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.

## Protocol Template and/or Guiding Principles for Partnerships with External Agencies

---

The Joint Labour Management Committee will meet to discuss the results of the provincial process, which has been established to create, a protocol template and/or Guiding Principles for partnerships with external agencies of 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.

Further the parties agree that partnership agreements related to social services and/or health care will be a standing item on the agenda of the Joint Labour Management Committee during the life of the 2008/2012 Collective Agreement, in order that regular discussion occurs regarding any such partnership agreements that the Board may be considering.

## Provincial Committees covered by the PDT

---

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

All expenses related to the participation on such committees identified above will be funded by the Ministry of Education as outlined in the PDT agreement.

## APPENDIX D: JOB DESCRIPTIONS

---

The parties agree to jointly develop updated job descriptions for all classifications in the bargaining unit. This shall be completed during the term of the agreement but in no event later than December 31, 2009. The Joint Board/Association Committee shall meet on a regular basis to carry out this task. At the request of either party, a representative of the classification(s) concerned may attend, provided prior approval has been obtained by the Superintendent of Special Education Services, or designate.

## APPENDIX E: DEFERRED SALARY LEAVE PLAN

---

### **Description**

The Deferred Salary Leave Plan has been developed to afford employee(s) the opportunity of taking a one (1) year leave of absence, and through deferral of salary, finance the leave.

The period of leave shall be for one full school year; less than, or greater than such will not be considered.

The plan provides a flexible approach for determining the period of savings leading up to one (1) year leave, however, the period of savings (salary deferral) shall not be less than two (2) years or greater than six (6) years.

### **Eligibility**

An employee with three (3) years seniority with the Halton Catholic District School Board shall be eligible to participate in the Plan.

### **Application and Approval**

An employee must make written application to the Executive Officer, Human Resources Services on or before January 31, requesting permission to participate in the Plan.

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

The number of leaves granted for any one year shall not exceed two percent (2%) of the number of employee(s) employed by the Board.

The number of leaves granted to take effect in any given year may be restricted by program requirements at the school or system level.

Approval of individual requests to participate in the Plan shall rest solely with the Board.

### **Payment Formula and Leave of Absence**

The payment of salary, and Benefit Plan premiums; and the timing of the one year leave of absence shall be as follows:

- (a) In each year of the Plan, preceding the year of the leave, an employee shall be paid a reduced percentage of the member's proper grid salary and the applicable allowances. The remaining percentage of annual salary shall be deferred and this accumulated

amount plus any interest earned shall be retained in trust for the member by the Board to finance the year of leave.

- (b) The percentage of annual salary to be deferred in each of the "savings" years shall not be less than 15%, nor greater than 30%, nor shall this percentage vary more than plus or minus five percent (5%) from that percentage calculated by dividing 100% by the total number of years in the Plan.
- (c) The member shall accumulate credit for the amounts withheld by the Board along with accrued interest. The interest rate credited to the member's account shall be the current rate for the savings account used at the Board's official bank and compounded and credited monthly.
- (d) On September 1st and December 31st, or as soon thereafter as feasible, in each year a participating member is to receive from the Board a statement of principal and interest standing to the member's credit.
- (e) While an employee is enrolled in the Plan, and not on leave, any benefits related to salary level shall be structured according to the salary the member would have received had the teacher not been enrolled in the Plan.
- (f) Subject to the terms of the Benefit Plans in effect, an employee's benefits will be maintained by the Board during the member's leave of absence. An employee will be eligible to participate in the Benefit Plans available to other employee(s) employed with the Board at the same rate payable by the member and on the same terms as apply to those employee(s) continuing in regular duties.
- (g) While on leave, any benefits tied to salary level shall be structured according to the salary the member would have received in the year prior to taking the leave had the member not been enrolled in the Plan.
- (h) In the absence of any mutual agreement between the Board and the member, the sum accumulated to the credit of the participating member, including interest thereon, will be paid out to the participant using the pay schedule agreed upon for employee(s) not on leave of absence. Payment will be forwarded to an address designated by the member. Additional interest accumulated during the year of leave will be paid in a lump sum at the end of the leave year.
- (i) An employee, during the period of deferral, shall have no access to the deferred monies so long as that member remains in the Leave Plan.

### **Terms of Reference for Leave**

- (a) Sick leave credits shall not accumulate during the year spent on leave.

- (b) The year of leave taken under the Deferred Salary Leave Plan shall be treated as a year's experience for the purpose of seniority with the Board. The member shall not be credited with increment in respect of that year.
- (c) An employee shall not be granted leave under this plan who has not fulfilled all of the requirements of a previous Sabbatical or other leave plan as defined in the Collective Agreement.

### **Termination of Plan**

- (a) An employee who is declared redundant, or whose contract with the Board is otherwise terminated, shall withdraw from the Plan.
- (b) In such cases, the member shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan.

### **Statutory Deductions**

- (a) Pension deductions are to be continued as provided by the current ruling of O.M.E.R.S. during the terms of the member's participation in the above leave plan.
- (b) Subject to the approval of the O.M.E.R.S. Board an employee may, on return from the leave, make payment to O.M.E.R.S. on the difference, if any, between the amount received in the term of absence and the amount which would represent 100% of the salary for the term of the absence.
- (c) Income tax shall be deducted on the amounts received by the member during each year of the Plan in accordance with the income tax regulations in effect at that time. Canada Pension and U.I.C. deductions and credits shall similarly be determined by the regulations in effect at that time.

Except by mutual consent, an election to participate in the Plan shall be irrevocable, provided however, that an employee may withdraw from the Plan prior to March 1st of the calendar year in which the leave is to be taken. Repayment shall be as provided in (b) hereof.

In the event that a suitable replacement cannot be hired for an employee who has been granted a leave, the Board may defer the year of the leave by notifying the member prior to March 1st. In the event of such deferral, the member may choose to remain in the Plan or receive repayment as provided in (b) as aforesaid.

Should any such deferral result in a leave of absence being taken past the final year of the Plan, any monies accumulated at the expiry date of the Plan shall continue to accumulate interest as provided in (c) hereof, until the leave of absence is granted, and subject to the one year maximum deferral limitation set out in (b) as aforesaid.

In the event of an employee's death while participating in the Plan, any monies accumulated, plus interest accrued [see (c)] at the time of death shall be paid to the member's estate or a beneficiary as designated by the member. In the event that the member has not made such a designation, the monies accumulated shall be paid to the member's estate.

### **Contractual Agreement**

- (a) The Board and the Association of Professional Student Services Personnel assume no responsibility for any consequence arising out of the implementation of the Plan related to its effect on an employee's pension provisions or income tax implications or any other employment related benefits.
- (b) An employee wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation is given.



APPENDIX F: SALARY GRID SCHEDULE

---

<b>APPSP September 1, 2011</b>						
<b>Exp</b>	<b>Cat 1A</b>	<b>Cat 1B</b>	<b>Cat II</b>	<b>Cat III</b>	<b>Cat IV</b>	<b>Cat V</b>
0	38,264	38,264	41,863	43,790	54,989	52,667
1	39,924	39,924	44,238	46,163	56,007	55,147
2	41,585	41,585	46,606	48,536	57,027	57,628
3	43,243	43,243	48,980	52,535	58,162	60,108
4	44,905	44,905	51,350	53,279	59,292	62,589
5	46,565	48,321	53,722	55,648	61,779	65,069
6	48,226	49,934	56,092	58,021	62,881	67,548
7	49,884	51,543	58,466	60,392	63,982	70,030
8	51,546	53,157	60,837	62,761	65,084	72,509
9	52,503	54,114	61,794	63,718	66,041	74,989
10						77,471
11						79,951
12						81,148

**Extra Degree Allowance**

September 1, 2008	743.00
September 1, 2009	765.00
September 1, 2010	788.00
September 1, 2011	812.00

LETTER OF UNDERSTANDING: PSYCHOLOGICAL ASSOCIATES ALLOWANCE

---

The Board agrees to pay Psychometrists who hold a Psychological Associates designation an additional responsibility allowance as follows:

September 1, 2008	\$1,500.00
September 1, 2009	\$1,545.00
September 1, 2010	\$1,591.00
September 1, 2011	\$1,639.00

LETTER OF UNDERSTANDING: *PUTTING STUDENTS FIRST ACT, 2012*

---

The parties agree that if there is any article contained in this agreement contrary to the *Putting Students First Act, 2012* (PSFA), or associated Regulations, the PSFA supersedes such article. It is understood that the parties will comply with the PSFA, or associated Regulations, for the term of this September 1, 2012 to August 31, 2014 Collective Agreement.

AGREEMENT TO APPEND

---

**AGREEMENT**

**Between:**

**THE HALTON CATHOLIC DISTRICT SCHOOL BOARD**  
Hereinafter referred to as "the Board"

- and -

**ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)**  
Hereinafter referred to as "the Union"


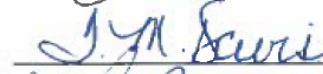

Appended to the 2012-2014 Collective Agreement between the Union and the Board as an Addendum are the following provisions of the updated Memorandum of Understanding dated June 14, 2013 between the Minister of Education and the Association of Professional Student Services Personnel (APSSP) (hereinafter "APSSP MOU #2"):

- Sick Leave / Short Term Sick Leave and Disability Plan
- Maternity Benefits
- Unpaid Leave Days
- Offsetting Measures
- Specialized Job Classes; and,
- Job Security for Support Staff

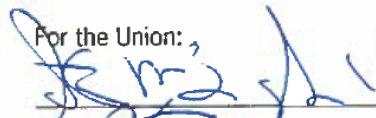

Where there is a conflict between any term or provision of the collective agreement between the Union and the Board, the terms and provisions of APSSP MOU #2 shall supersede the collective agreement provision or provisions and shall govern.

**Dated at Burlington, this 25<sup>th</sup> day September, 2013**

For the Board:

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
 \_\_\_\_\_

For the Union:

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF EDUCATION AND APSSP AND  
THE SIGNATORY UNIONS – DATED JUNE 14, 2013

---

**Memorandum of Understanding, dated August 31, 2012 between**

**the Ministry of Education**

**and**

**Halton District Educational Assistants Association;  
Educational Assistants Association of the Waterloo Region District School Board;  
Dufferin-Peel Educational Resource Workers' Association; and,  
Association des enseignantes et des enseignants franco-ontariens (AEFO)  
Collectively referred to as "the Signatory Unions". - UPDATE**

**AND**

**Memorandum of Understanding, dated July 30, 2012 between**

**the Ministry of Education**

**and**

**Association of Professional Student Services Personnel (APSSP) - UPDATE**

**June 14, 2013**

Further to the respective Memoranda of Understanding, dated August 31, 2012 and July 30, 2012 between the parties (the "2012 MOUs") and their respective Section O, Transferability of Other Agreements, and Section N, Transferability of Other Agreements, and given the OSSTF MOU, and the recent updates to the MOUs of OECTA, CUPE and AEFO, the parties recognize that it is appropriate and advisable that the 2012 MOUs be updated with respect to the following items, as set out below:

- I. Non-vested Retirement Gratuity for Employees
- II. Sick Leave/Short Term Sick Leave Disability Plan
- III. Maternity Benefits
- IV. Unpaid Leave Days
- V. Offsetting Measures for All Bargaining Units
- VI. Specialized Job Classes
- VII. Job Security for Support Staff

#### Appendix A Clarification of MOUs



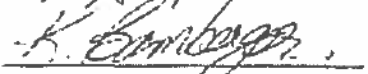
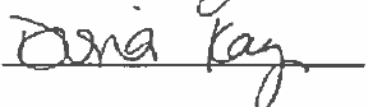
The government will make every effort to ensure that the changes to the 2012 MOUs set out below are implemented by the school boards, and will take measures to support that outcome, including:

- A) recommending to Cabinet that the matching amendments be made to the regulation under the Education Act dealing with Sick Leave Credits and Gratuities, and
- B) making every effort to ensure that:
  1. The changes shall be appended without amendment to, and form part of, the existing local collective agreements;
  2. For the changes noted as needing local discussions about implementation, those discussions will commence immediately and must conclude by June 28, 2013; as follows:
    - I. Local discussions cannot be inconsistent with the terms contained in the 2012 MOUs, as applicable, and these changes or associated regulations and legislation;
    - II. Prior to the first local implementation discussions meeting, the Parties shall disclose to each other the local implementation issues for consideration;


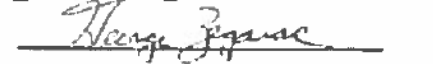
- III. There shall be a minimum of two and no more than six full-days of local implementation discussions for each bargaining unit. Such time requirements may be altered with mutual consent;
- IV. At any point in the process, a request may be made by either Party for mediation assistance from the Ministry of Labour.

Dated this \_\_\_\_\_ day of June, 2013, Toronto, Ontario

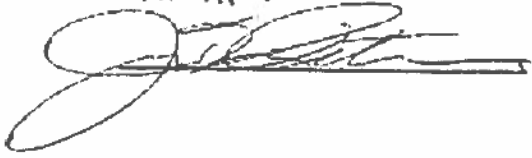
For the Signatory Unions

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_

For the Government

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

For APSP

  
 \_\_\_\_\_

## I. Non-Vested Retirement Gratuity For Employees

**This provision shall be added to the 2012 MOUs:**

### **Retirement Gratuities**

The minimum years of service for retirement gratuity shall be defined as the lesser of the contractual minimal service requirement in the 2008-2012 collective agreement, or ten (10) years.

Those employees with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2012. These employees shall be entitled to a Gratuity Wind-Up Payment calculated as the lesser of the board's existing amount calculated under the board's collective agreement as of August 31, 2012 (or board policy as of that date) or the following formula:

$$\frac{X}{30} \times \frac{Y}{200} \times Z = \text{Gratuity Wind-Up Payment}$$

X = years of service (as of August 31, 2012)

Y = accumulated sick days (as of August 31, 2012)

Z = annual salary (as of August 31, 2012)

For clarity, X, Y, and Z shall be as defined in the 2008-2012 collective agreement, or as per policy or practice of the board for retirement gratuity purposes.

The Gratuity Wind-Up Payment shall be paid to each employee by the end of the school year.

The pay-out for those who have vested Retirement Gratuities shall be as per Ontario Regulations 2/13 and 12/13 made under the *Putting Students First Act, 2012* and Ontario Regulations 1/13 and 11/13 made under the *Education Act*.



## **II. Sick Leave/Short Term Sick Leave and Disability Plan**

**For employees in an English Catholic board, where two plans exist, the bargaining unit may choose either of the sick leave plans pursuant to the terms of the OSSTF MOU dated April 9, 2013 or the sick leave plan pursuant to the terms of the OECTA MOU dated May 16, 2013.**

**For employees in an English Catholic board, where one plan exists, the bargaining unit will have that same plan.**

**For the remaining Signatory Unions and APSSP bargaining units, Section D of the 2012 MOUs, entitled "Sick Leave/Short Term Leave and Disability Plan/Long Term Disability Plan" shall be replaced with the following:**

### **Sick Leave/Short Term Sick Leave and Disability Plan**

#### **Sick Leave Days**

1. An employee who was previously entitled to sick leave under the 2008-2012 collective agreement will be entitled to this sick leave plan. In addition the sick leave is also available to:
  - Employees hired in a term position or filling a long-term assignment, with the length of the sick leave limited by the term of the assignment.
  - Any other full-time employee (for this purpose defined as greater than 24 hours per week)
2. Each school year, an employee shall be paid 100 % of regular salary for up to eleven (11) days of absence due to illness. Illness shall be defined as per the 2008-12 local collective agreement. Part-time employees shall be paid 100% of their regular salary (as per their full-time equivalent status) for up to eleven (11) days of absence due to illness. Such days shall be granted on September 1 each year, or on the employee's first work day of the school year, provided the employee is actively at work and shall not accumulate from year-to-year.
3. Where an employee is absent due to sickness or injury on his or her first work day in a fiscal year, a sick leave credit may only be used in respect of that day in accordance with the following:
  - a. If, on the last work day in the previous fiscal year, the employee used a sick leave credit due to the same sickness or injury that requires the employee to be absent on the first work day in the current fiscal year,
    - i. the employee may not use a sick leave credit provided for the current fiscal year in respect of the first work day, and

- ii. the employee may use any unused sick leave credits provided for the immediately preceding fiscal year in respect of the first work day.
  - b. If 3 a) does not apply, the employee may use a sick leave credit provided for the current fiscal year in respect of the first work day if, for the purpose of providing proof of the sickness or injury, the employee submits,
    - i. the information specified for that purpose in the employee's employment contract or collective agreement, or
    - ii. if such information is not specified in the employment contract or collective agreement, the information specified for that purpose under a policy of the board, as it existed on August 31, 2012.
  - c. If an employee is absent due to sickness or injury on his or her first work day in a fiscal year, section 3a) and b) also applies in respect of any work day immediately following the employee's first work day until the employee returns to work in accordance with the terms of employment.
  - d. For greater certainty, the references in section 3a), b) and c) to a sickness or injury include a sickness or injury of a person other than the employee if, pursuant to the definition of illness in section 2, the employee is entitled to use a sick leave credit in respect of a day on which the other person is sick or injured.
  - e. A partial sick leave credit or short term sick leave credit will be deducted for an absence due to illness for a partial day.
    - i. However, WSIB and LTD providers are first payors. In cases where the employee is returning to work from an absence funded through WSIB or LTD, the return to work protocols inherent in the WSIB/LTD shall take precedence.
4. Any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that currently have less than five (5) days shall remain at that number. Local collective agreements that have more than five (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.
5. For the purposes of section 2, if an employee of a board is only employed to work for part of a year, the employee's eligibility for sick leave credits shall be reduced in accordance with the policy of the board, as it existed on August 31, 2012. If hired after the beginning of the fiscal year, a full-time

employee is entitled to the full allocation of sick leave credits as per sections 2 and 8.

6. The Board shall be responsible for any costs related to third party assessments required by the Board to comply with the Attendance Support Program. For clarity, current practices with respect to the payment for medical notes will continue.
7. The Parties agree to continue to cooperate in the implementation and administration of early intervention and return to work processes.

### **Short Term Sick Leave**

8. Each school year, an employee absent beyond the eleven (11) sick leave days paid at 100% of salary, as noted in section 2 above, shall be entitled up to an additional one hundred and twenty (120) days short term sick leave to be paid at a rate of 90 per cent of the employee's regular salary if the employee is absent due to personal illness including medical appointments and as per the board adjudication processes in place as of August 31, 2012.
9. Short-Term Sick Leave days under the Short-Term Leave and Disability (STLDP) shall be treated as traditional sick leave days for personal illness including medical appointments.
10. The Board's Disability Management Teams shall determine eligibility for the Short-Term Leave and Disability Plan (STLDP) subject to the terms and conditions of the 2008-2012 collective agreement and/or board policies, procedures and practices in place during the 2011-2012 school year.

### **Short-Term Leave and Disability Plan Top-up (STLDPT)**

11. For employee absences that extend beyond the eleven (11) sick leave days, employees will have access to a sick leave top up for the purpose of topping up salary to one hundred percent (100%) under the Short Term Leave and Disability Plan.

This top up is calculated as follows:

- Eleven (11) days less the number of sick days used in the prior year.

12. In 2012-13, the transition year, each employee shall begin the year with two (2) days in the top-up bank.
13. In addition to the top-up bank, compassionate leave top-up may be considered at the discretion of the board. The compassionate leave top-up will not exceed two (2) days and is dependent on having two (2) unused leave days in the current year. These days can be used to top-up salary under the STLDP.

14. When employees use any part of a short term sick leave day they may access their top-up bank to top up their salary to 100%.

#### **Long Term Assignments**

15. A member of the Signatory Unions or APSSP employed by a board to fill a long-term assignment position that is a full year for that employee's job class shall be eligible for the following sick leave credits during a board's fiscal year, allocated at the commencement of the long-term assignment:
  1. Eleven (11) days of Sick Leave paid at 100% of regular salary.
  2. Sixty (60) days per year of Short Term Sick Leave paid at 90% of regular salary.
16. A member of the Signatory Unions or APSSP employed by a board to fill a long-term assignment position that is less than a full year for that employee's job class shall be eligible for eleven (11) days of Sick Leave and sixty (60) days of Short Term Sick Leave as per section 15, reduced to reflect the proportion the assignment bears to the length of the regular work year, and allocated at the start of the assignment.
17. A long term assignment shall be as defined in the 2008-2012 collective agreement. Where no such definition exists, a long term assignment will be defined as twelve (12) days of continuous employment in one assignment.

#### **LTD Plans for Support Staff**

18. If the Long Term Disability Plan contained in the 2008-2012 collective agreement requires a waiting period of more than 130 days, the 120 day short term sick leave period referenced above shall be extended to the minimum waiting period required by the plan.

### III. Maternity Benefits

**Effective May 1, 2013, the following enhanced maternity benefits replace the maternity benefits under the 2012 MOU:**

An employee who was previously entitled to maternity benefits under the 2008-2012 collective agreement will continue to be entitled to these benefits. In addition, the benefits are also available to:

- Employees hired in a term position or filling a long-term assignment, with the length of the benefit limited by the term of the assignment
- Any other full-time employee (for this purpose defined as greater than 24 hours per week)

Employees on daily casual assignments are not entitled to maternity benefits.

Eligible employees on pregnancy leave shall receive a 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of not less than eight (8) weeks immediately following the birth of her child, subject to provisions in the 2008-2012 collective agreement, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

Employees not eligible for a SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (ie: summer, March Break, etc), the remainder of the eight (8) weeks of top up shall be payable after that period of time.

Employees who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.

For clarity the aforementioned eight (8) weeks of 100% salary is the minimum for all eligible employees, but where superior entitlements exist in the 2008-2012 Collective Agreement, those superior provisions shall apply.

Notwithstanding the above, where a bargaining unit so elects, the SEB or salary replacement plan noted above will be altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits contained in the 2008-2012 collective agreement. For example, a 2008-2012 Collective Agreement that includes 17 weeks at 90% pay would result in 6 weeks at 100% pay and an additional 11 weeks at 90%.

#### **IV. Unpaid Leave Days**

**Section G of the 2012 MOUs, entitled "Unpaid Leave Days" shall be deleted. There is no requirement for employees to take an unpaid day.**

## **V. Offsetting Measures for All Bargaining Units**

**The following provisions shall be added to the 2012 MOUs:**

### **Voluntary Unpaid Leave of Absence Program for All Bargaining Units**

1. In order to provide potential financial savings to the Board, a Voluntary Unpaid Leave of Absence Program (VLAP) shall be established for all signatory unions and APSSP and their respective bargaining units effective on the date of signature on the present agreement.
2. Employees may apply for up to five (5) unpaid leave of absence days for personal reasons in each year of the Collective Agreement.
3. Requests for unpaid days shall not be denied provided that, if necessary, there are expected to be enough available staff to cover for absent employees, and subject to reasonable system and school requirements.
4. For voluntary unpaid leave days, which are scheduled in advance for the 2013-2014 school year, the salary deduction will be equalized over the pay periods of the 2013-14 school year provided the requests are made in writing by September 15, 2013.
5. Voluntary unpaid leaves shall be reported as approved leaves of absence for the purposes of the OMERS or OTPP, as applicable.

### **Attendance Recognition**

A Shared Savings Initiative (SSI) shall be established in every bargaining unit. The SSI shall operate as follows:

Individual member sick leave usage for the 2013-14 school year shall be as per the definition for sick leave in the 2008-2012 Collective Agreement and shall be determined as of June 30, 2014.

If a permanent regular bargaining unit member's usage is below six (6) full days of his/her days' absence, then the member shall receive a payment equivalent to his/her daily rate. Annual compensation is not to exceed what would have been paid in the absence of unpaid days.

For Signatory Union and APSSP members, other than permanent regular bargaining unit members, the payment shall be equal to a member's regular daily rate of pay and shall be contingent upon the member having taken a VLAP day during the term of this collective agreement.

The payment shall be made at the earliest opportunity following June 30, 2014.

## **VI. Specialized Job Classes**

### **The following shall be added to Section J of the 2012 MOUs:**

Where there is a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the parties may use existing means under the collective agreement to adjust compensation for that job class.



## **VII. Job Security for Support Staff**

**The following provisions shall be added to the 2012 MOUs:**

### **Job Security**

1. The existing FTE complement as of March 30, 2013, in all Signatory Union and APSSP job classes will be maintained until August 31, 2014. For clarity, a job class is defined as per existing collective agreements or the past practice of the parties in implementing surplus provisions.
2. Staffing provisions contained in the 2008-12 collective agreements with regard to surplus and bumping will continue.
3. Notwithstanding the above, layoff of permanent employees, after the date of signing of this agreement, can occur, only in the following circumstances:
  - a. A catastrophic or unforeseeable event or circumstance;
  - b. Declining enrolment; or
  - c. Funding reductions directly related to services provided by bargaining unit members.
4. Where complement reductions are required pursuant to the 3 (b) or (c) above, they shall be achieved as follows:
  - a. In the case of declining enrolment, staffing reductions shall occur at a rate not greater than the rate of student loss, and
  - b. In the case of funding reductions, staffing reductions shall not exceed the amount of such funding reductions.
5. Reductions as may be required in 3 (b) and (c) above shall only be achieved through lay-off after consultation with the applicable Signatory Union or APSSP on alternative measures, which may include:
  - a. Priority for available temporary, casual and/or occasional assignments;
  - b. The establishment of a permanent supply pool where feasible;
  - c. The development of a voluntary workforce reduction program (contingent on full provincial government funding).
6. Every effort should be made to minimize necessary layoffs through attrition. Notwithstanding the above, a board may reduce their complement through attrition.
7. These Job Security provisions expire on August 31, 2014.
8. In the event that the current collective agreement contains job security provisions which are superior to the above, such existing provisions shall prevail.

## Appendix A: Clarifications

The Government shall issue a memo to school boards providing clarifications of the 2012 MOUs as set out below.

### Memo – Clarifications to 2012 MOUs

Table 1: Memo - Clarifications to 2012 MOUs

Issue	Clarifications
1. Use of Sick Leave (11 + up to 5 Days)	<ul style="list-style-type: none"> <li>• Illness is defined as per the 2008-12 school board collective agreements for the use of these days.</li> <li>• Board practices and policies from 2008-12 would also apply to the definition of illness, for example, the practice or policy on medical procedures not covered by OHIP.</li> <li>• For clarity, definitions and practices in place in accordance with the 2008-12 period cannot be changed.</li> </ul>
2. Top-up Bank	<ul style="list-style-type: none"> <li>• The 2 day top-up allocation is to be prorated to FTE status.</li> <li>• The 2 day top up is to apply retroactively to September 1, 2012.</li> </ul>
3. Long-term Assignments	<ul style="list-style-type: none"> <li>• Regulatory</li> </ul>
4. Partial Days	<ul style="list-style-type: none"> <li>• The 11 + 120 sick days are divisible and boards should deduct a partial day for a partial day's absence, including a graduated return to work day.</li> </ul>
5. WSIB	<ul style="list-style-type: none"> <li>• members awaiting WSIB claim adjudication would be paid 100 percent of regular salary for the first 11 days (assuming that the employee had not previously taken sick days); and 66.67 percent or 90%, as applicable, of their regular salary for the remaining (up to 120) days during the waiting period</li> <li>• Adjustments shall be retroactive.</li> </ul>

Issue	Clarifications
6. WSIB/LTD	<ul style="list-style-type: none"> <li>• WSIB and LTD are separate and distinct from STLDP. If an employee's claim is not successful under WSIB or LTD, it does not preclude the employee from receiving STLDP.</li> </ul>
7. Maternity Benefits	<ul style="list-style-type: none"> <li>• When a member is eligible to receive EI benefits under the maternity plan, the maternity benefits will be administered as a SEB plan.</li> <li>• When a member is not eligible to receive EI benefits, the maternity benefits will be paid at 100% salary for the period.</li> </ul>
8. Maternity Benefits	<ul style="list-style-type: none"> <li>• Boards shall provide short-term sick leave before or after the maternity leave when medical evidence is provided in accordance with the practices in place during the 2008-2012 collective agreement.</li> </ul>
9. Benefits	<ul style="list-style-type: none"> <li>• Benefit levels and practices are to be status-quo in accordance with the 2012 MOUs.</li> </ul>
10. Local Bargaining	<ul style="list-style-type: none"> <li>• MOUs were embedded in to the collective agreement through the imposition of the PSFA.</li> <li>• The 2012-14 APSSP and Signatory Union collective agreements consist of: <ul style="list-style-type: none"> <li>○ MOU between the Ministry and APSSP dated July 30, 2012, and the MOU between the Ministry and the Signatory Unions dated August 31, 2012, including the within enhancements</li> <li>○ 2008-12 collective agreement, modified, as applicable, by Minister approved amendments, with the exception of those 2008-12 provisions that do not agree with the 2012 MOU or supporting legislation and regulations.</li> </ul> </li> </ul>
11. Disclosure of Information	<ul style="list-style-type: none"> <li>• Dates of disclosure must be clear. The government will ensure that school boards meet reporting timelines and that information will be sent to the Association as soon as possible.</li> </ul>

2012 - 2014

**A G R E E M E N T**

between

**THE HALTON CATHOLIC DISTRICT SCHOOL BOARD**  
(hereinafter called the "Board")

and


**THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES  
PERSONNEL ON BEHALF OF ITS HALTON CATHOLIC DISTRICT  
SCHOOL BOARD CHAPTER**  
(hereinafter called the "Association")

**IN WITNESS WHEREOF** the Board and the Association have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized on their behalf.

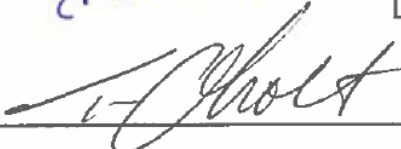
This 24<sup>th</sup> day of October, 2013.

**THE HALTON CATHOLIC DISTRICT SCHOOL BOARD**

per:

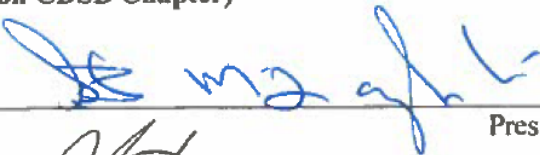
  
Chairman of the Board


  
Director of Education and Secretary of the Board

  
Superintendent  
Executive Officer, Human Resources Services

**THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES  
PERSONNEL  
(Halton CDSB Chapter)**

per: -

  
President, Halton C.D.S.B., A.P.S.S.P.

  
Committee Member, Halton C.D.S.B., A.P.S.S.P.