

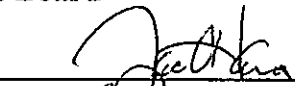
**MEMORANDUM OF SETTLEMENT
BETWEEN
THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)
AND
THE HALTON CATHOLIC DISTRICT SCHOOL BOARD**


The parties hereto hereby agree to the following as settlement, in full:


1. The parties herein agree that the term of the collective agreement shall be from September 1, 2012 to August 31, 2014.
2. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement that expired August 31, 2012, provided, however, that the attached amendments are incorporated.
3. This Memorandum of Settlement is subject to ratification by the Union and by the Trustees of the Board
4. The Union's bargaining committee agree to recommend the terms of this Memorandum of Settlement to the employees of the APSSP for ratification.
5. The staff of the Board's bargaining committee agree to recommend the terms of the Memorandum of Settlement to the Board for ratification.
6. All articles are effective on the date of ratification, unless otherwise specified in this agreement.

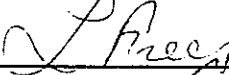
Dated at Burlington, the 18th Dec / 12


For the Board












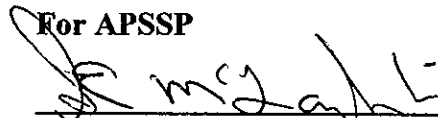





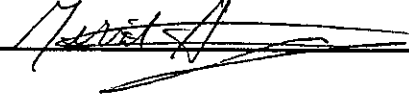




For APSSP







Halton Catholic District School Board
APSSP

AGREED ITEMS

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.

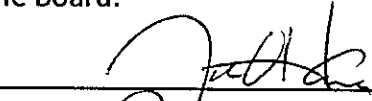
- 14.03 (a) The Board will contribute 100% of the monthly premiums for each eligible employee for group term life insurance coverage in the amount of **\$100,000**.
- (b) The Board will contribute 100% of the monthly premiums for the Accidental Death and Dismemberment Plan on the base plan of \$60,000.
- (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.


Halton Catholic District School Board
APSSP

AGREED ITEMS

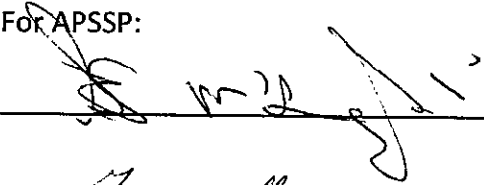
- 14.05 The leave period for a Long Term Disability is not recognized as experience for salary purposes. Long Term Disability leave is not recognized for seniority purposes.
- 14.06 An employee on Long Term Disability shall continue to receive Board contributions to employee benefits as per Article XIV 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.

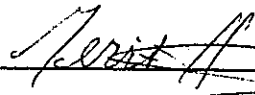
For the Board:



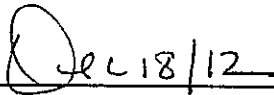


For APSSP:





Date





Halton Catholic District School Board
APSSP

AGREED ITEMS

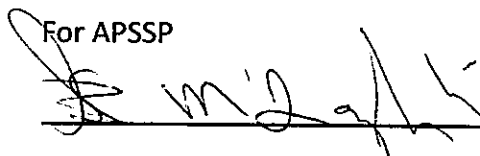
- 2.01 In accordance with the Certificate issued by the Ontario Labour Relations' Board on the 23rd day of July, 2001 and as amended by agreement of the parties, the Board recognizes the Association as the sole collective bargaining agent for all employees of the Halton Catholic District School Board 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.

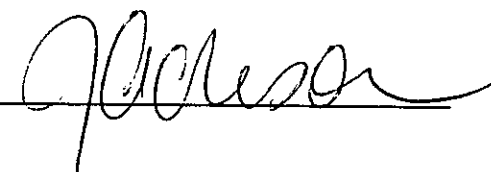
For the Board:



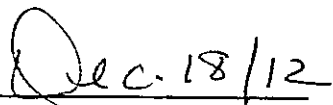


For APSSP





Date



Halton Catholic District School Board
APSSP

AGREED ITEMS


DELETE


Professional Development Funds

The Board will receive, in 2008-2009, a one-time allocation for professional development and training for support workers. The proportionate share of money for the bargaining unit as provided by the Ministry of Education will be turned over to the bargaining unit no later December 31, 2008. It will be used to support professional development, training and equipment for bargaining unit members. The Union agrees to indemnify and hold harmless the Board from any liability for accounting or income tax purposes.

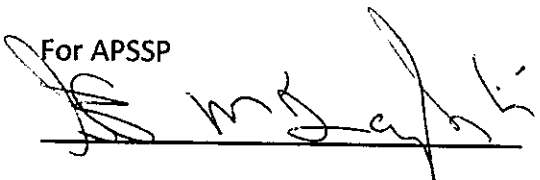
The allocation for the use of the Bargaining Unit's proportionate share of the Ministry of Education's funding enhancements for professional development and training in the GSN shall be the ratio between the bargaining unit's FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-2007 Financial Statements. The Board shall share the financial analysis and calculations of this allocation with the Association.

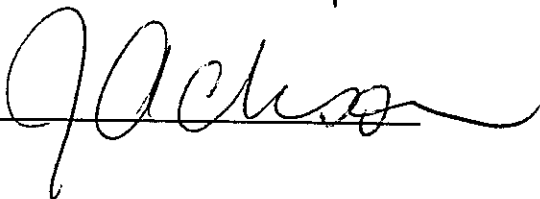
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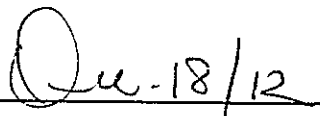


For APSSP





Date




Halton Catholic District School Board
APSSP

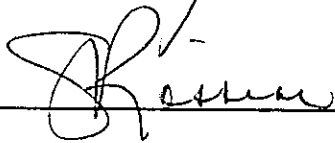
AGREED ITEMS

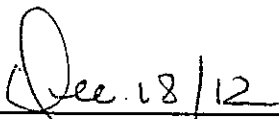
NEW 8.13 Prior to arbitration, by mutual consent, the parties may refer the matter to mediation for an attempt at resolution. Any agreed resolution through mediation would be binding on the parties.

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

For the Board:







Date

For APSSP





Halton Catholic District School Board
APSSP

AGREED ITEMS

20.02

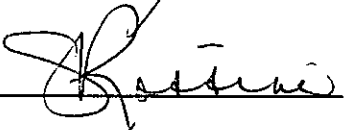
Category V (Masters Degree)

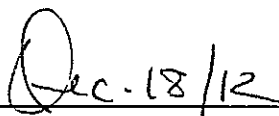
Psychometrist, **Psychological Associate**, Social Worker, Speech and Language Pathologist

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

For the Board:








Date

For APSSP





Halton Catholic District School Board
APSSP


AGREED ITEMS

Letter of Understanding: *Putting Students First Act, 2012*

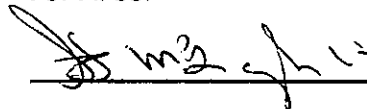
The parties agree that if there is any article contained in this agreement contrary to the *Putting Students First Act, 2012* (PSFA), or associated Regulations, the PSFA supersedes such article. It is understood that the parties will comply with the PSFA, or associated Regulations, for the term of the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

For the Board:

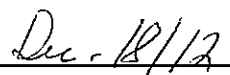




For APSSP







Date

Halton Catholic District School Board
APSSP

AGREED ITEMS



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

For the Board:

For APSSP

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Nov 9/12
Date

Halton Catholic District School Board
APSSP

AGREED ITEMS


NOTE: ADD TITLE

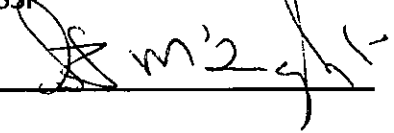
TEMPORARY EMPLOYEES


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.

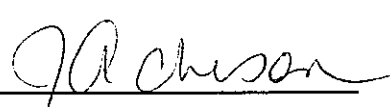
For the Board:

For APSSP









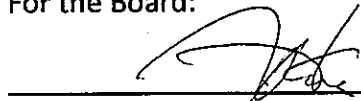
Nov 9/12
Date

Halton Catholic District School Board
APSSP

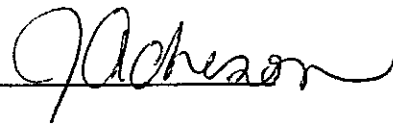
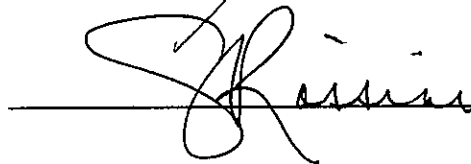
AGREED ITEMS

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.

For the Board:



For APSSP



Nov 9/12
Date

Halton Catholic District School Board
APSSP

AGREED ITEMS

15.11

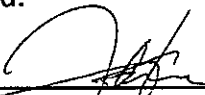
Compassionate Leave


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.

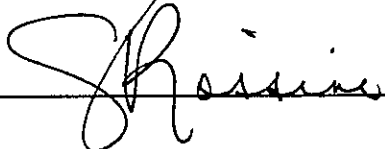
A leave of this nature will usually cover extraordinary circumstances, which, therefore, merit individual attention and is subject to the approval of the Executive Officer, Human Resources Services, or designate.

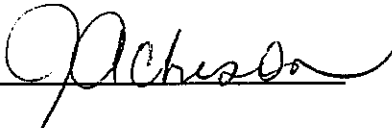
For the Board:

For APSSP









Nov 9/12
Date

Halton Catholic District School Board
APSSP


AGREED ITEMS

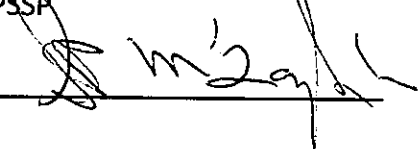
15.09 Education Leave


- (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.**


For the Board:

For APSSP









Nov 9/12
Date

Halton Catholic District School Board
APSSP


AGREED ITEMS

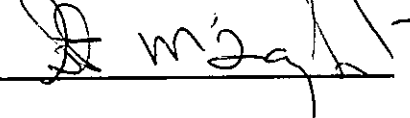
ARTICLE XXI - DURATION

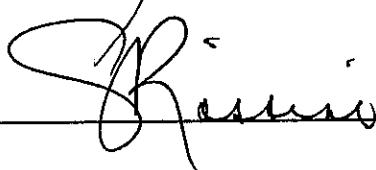
21.01 This Agreement shall be in force for a term from **September 1, 2012 to August 31, 2014.**


For the Board:

For APSSP









Nov 9/12
Date