

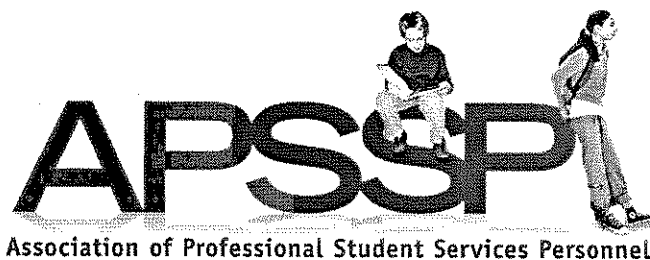
COLLECTIVE AGREEMENT

between

Toronto Catholic District School Board



&



September 1, 2008 - August 31, 2012

AGREEMENT

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

- and -

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

Bolded text indicates changes to previous contract

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THIS AGREEMENT made as of the 25th day of June 2009

BETWEEN:

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called the "Board")

OF THE FIRST PART

- and -

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

(hereafter called the "Association")

OF THE SECOND PART

PREAMBLE

The Toronto Catholic District School Board and the Association of Professional Student Services Personnel are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

ARTICLE 1

RECOGNITION OF ASSOCIATION

- 1.01 The Board recognizes the Association as the exclusive bargaining agent for all Toronto Catholic District School Board Professional Student Services Personnel such as audiologists, psychologists, psychoeducational consultants, psychological associates, social workers, speech/language pathologists, attendance counsellors, interpreters, community relations officers and research associates (hereinafter collectively called the "Special Services Staff" and individually called a "special services staff member") save and except Chief Psychologist, Chief Social Worker, Chief Speech/Language Pathologist, supervisors, and persons above the rank of the exclusions and persons covered by subsisting collective agreements.
- 1.02 For purposes of clarity, it is understood and agreed that "Special Services Staff":
- (a) includes special services staff members who are employed on an ongoing regular part-time basis, but
 - (b) does not include hourly-rated persons hired on a casual basis or persons working for the Board on a fee-for-service basis.
 - (c) While casual or fee for service employees are not to be used in the place of full-time or part-time positions, the Board may set the fee for service salary rate.
 - (d) Where possible, as in the past, the Board will set a fee for service rate that reflects the Article 18 salary scale rate.
- 1.03
- (a) A limited term position is a position where an ending date is stated at the time of the appointment and where there is no employment commitment beyond the specified term of the appointment. The term will not exceed twelve (12) months. For pregnancy/parental leaves limited term positions can be extended as per Article 16.02.
 - (b) Employees working in limited-term positions shall be entitled to receive the appropriate pro-rated portion of the salary and allowances, where applicable, as set out in Article 18.
 - (c) Employees working in limited term positions who are engaged for a period of two (2) consecutive months or more shall be entitled to sick leave credits in accordance with the sick leave plan appended to this

Agreement and to coverage under the benefit plans as set out in Article 14 hereof, with the exception of the Ontario Municipal Employees Retirement System and the Group Life Insurance Plan.

- (d) Term employees shall be regarded as probationary employees for purposes of the Board's rights under Article 3.01 hereof.
- (e) Employees working in limited term positions are subject to dues deduction as set out in Article 8 hereof for each month of employment or part thereof.

1.04 The masculine shall include the feminine and the singular the plural when the context so requires.

ARTICLE 2

ASSOCIATION RIGHTS

- 2.01 The Board and the Association agree that there shall be no Association meetings or other Association activities on any premises of the Board during normal working hours. The parties agree, however, that Association meetings may be held at the workplace outside normal working hours with the permission of the Board, such permission not to be unreasonably withheld.
- 2.02 The provisions of the Human Rights Code, 1981, apply to all special services staff members. In addition, there shall be no discrimination by the Board or the Association, or the Local Association, or any special services staff member against a special services staff member, because of political affiliation or membership or non-membership in any lawful Association or lawful activity therein.
- 2.03 The Board will not assign any work normally performed by members of the bargaining unit to any person outside of the bargaining unit, except for the chief psychologist, chief social worker or the chief speech/language pathologist for instructional purposes or in emergencies.
- 2.04 The Board will not contract out work of the bargaining unit to outside agencies or organizations. However, where the Board requires Special Services work to be done that cannot be provided by an Association member, the Board may contract that work, after discussing the reasons thereof with the Association. Fee for service for an individual does not constitute contracting out.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.01 The Association acknowledges that it is the exclusive function of the Board to:
- (a) maintain order, discipline and efficiency;
 - (b)
 - (i) hire, direct, classify, transfer, promote, demote, and lay off special services staff,
 - (ii) discharge, suspend or otherwise discipline probationary special services staff members, and
 - (iii) discharge, suspend or otherwise discipline seniority special services staff members for just cause, subject to the provisions of this Agreement.
 - (c) establish from time to time and enforce written rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the Special Services Staff; and
 - (d) generally to manage, maintain and operate its school system in accordance with the laws of the Province of Ontario and the regulations made pursuant thereto.
- 3.02 The Association also acknowledges that all managerial rights, powers and authority of the Board shall be reserved to it except to the extent herein expressly limited and that the provisions of this Agreement are subject to the occupational requirements of the Roman Catholic Separate Schools with respect to creed, in accordance with the The Constitution Act, section 93.

ARTICLE 4

EMPLOYEE RIGHTS

- 4.01 The **Harassment and Discrimination in the Workplace Policy**, as established by the Board, shall apply to all special services staff members covered by this Collective Agreement.
- 4.02 The policy statements of the Board in the Race and Ethnic Relations and Multicultural Policy, shall apply to all special services staff members covered by this Collective Agreement.
- 4.03 The Violence Prevention Policy and Regulations thereunder shall apply to all special services staff members covered by this Collective Agreement.
- 4.04 The Board acknowledges the requirement of employees to comply with the codes of ethics as established by their respective professional organizations.

ARTICLE 5

NO CESSATION OF WORK

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

Notwithstanding the foregoing, special services staff members may strike and the Board may lock out the Special Services Staff in accordance with the provisions of the Labour Relations Act.

- (b) In the event of a legal strike or legal job action or lockout involving another bargaining unit of the Board, employees will not be required to perform the work that is within the scope of those employees involved in such legal strike or legal job action or lockout.

ARTICLE 6

ASSOCIATION REPRESENTATION

- 6.01 For the purpose of negotiations between the parties the Board shall recognize a Negotiating Committee of not more than six (6) special services staff members.
- 6.02 The Negotiating Committee shall be entitled to have the assistance of an outside consultant or counsel at all negotiating meetings.
- 6.03 The Local chapter may also appoint or otherwise select six grievance officers to represent special services staff members.
- 6.04 A grievance officers' function shall be to assist a special services staff member in the preparation and presentation of grievances. A grievance officer, with the prior permission of the special services staff members' immediate administrative and professional supervisor (such permission not to be unreasonably withheld) shall be allowed such time off as is necessary for the prompt investigation and settlement of grievances. Until such time as the Board believes the privilege of such time off is being abused, grievance officers shall suffer no loss in pay for any portion of their regularly scheduled work-time spent with such permission in servicing grievances.

ARTICLE 7

COMMUNICATIONS

- 7.01 All official communications between the parties, arising out of this Agreement or incidental thereto, shall pass between the Superintendent of Education, Human Resources of the Board and the Secretary of the Local Association.
- 7.02 The Board shall **provide** the Recording Secretary of the Association of Professional Student Services Personnel by the 15th of each month a **detailed account of all staffing changes since the previous report. Each report shall include statistical information including the names, addresses, employment status, start and end dates, specified terms of contracts and limited term appointments and any other relevant details for:**
- a) **All members who have resigned or retired;**
 - b) **All new members hired on a permanent, contract or limited term basis;**
 - c) **All recalls, transfers and completion of probation;**
 - d) **All terminations, layoffs and contract completions.**
- 7.03 The Association agrees to keep the Board informed as to the names and addresses of its Local Association officers and members of its Negotiating Committee, and the names and addresses of its appointees to the Grievance Committee.
- 7.04 Space will be made available to the Association for the posting of official notices at the Central Office and at each Special Services work site of the Board.
- 7.05 The Board shall supply sufficient copies of this Agreement for all special services staff in the bargaining unit and to each new special services staff member, at the time of hiring.
- 7.06 The Board and the Association agree to establish an Employer/Employee Relations Committee consisting of three (3) representatives of the Local Association and three (3) representatives of the Board, (one of whom shall be the Superintendent of Special Services), which will meet periodically, but not more often than five (5) times per year, to discuss matters of mutual concern to the Special Services Staff and the Board. Such matters shall not include grievances as defined in Article 10 hereof. The Local Association or the Board, as the case may be, shall provide a proposed agenda with any request for such a meeting. Upon mutual agreement additional people, as necessitated by the agenda items, may attend.

ARTICLE 8

DUES CHECK-OFF

- 8.01 Once each month the Board shall deduct from the pay of every special services staff member a sum equal to the regular monthly Association dues as notified by the Association from time to time. The Board shall remit such deductions to the **Treasurer of the Provincial** Association, together with a list of names of the special services staff members from whom such deductions were made, not later than the 15th day of the month following the month in which the deductions were made.
- 8.02 The Association agrees to indemnify and save the Board harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Board that shall be limited to the amount of the unremitted dues.

ARTICLE 9

PROFESSIONAL DEVELOPMENT

- 9.01 The Board will present seminars dealing with career opportunities within the Board, as part of the professional development program.
- 9.02 In order to benefit from an exchange of knowledge and experience, and in recognition of the professional and legislative requirements to maintain registration and to upgrade professional skills, an Employee shall be granted the right to attend conferences, workshops and conventions related to their field of specialization. Leave will be granted without loss of pay and benefits, together with expenses and/or applicable registration fees to attending employees, within available funds. However if the Superintendent determines that there are reasonable grounds to withhold this leave, the member will be so notified.
- 9.03 (a) The Association shall be notified as soon as possible during the first term of the school year as to the amount of money budgeted for Professional Development of Special Services staff. The Association shall have the opportunity to make submissions as to the use of these funds.
- (b) The Board agrees that it will distribute these funds to the employees in a transparent, fair and equitable manner to be determined in consultation with the Association.

ARTICLE 10

GRIEVANCE PROCEDURE AND ARBITRATION

- 10.01 The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances which may from time to time arise. These procedures will be kept as informal as may be appropriate at any step of the procedure. Moreover, nothing contained in this Article 10 shall prevent a special services staff member from discussing personal or professional problems or complaints with the special services staff member's immediate administrative and professional supervisors.
- 10.02 (a) A "grievance" is a claim by any special services staff member (or members) or the Association or the Board, relating to the interpretation, application or administration of this Agreement, or is an allegation that this Agreement has been contravened.
- (b) The term "Grievance Committee" shall mean a committee consisting of two (2) members of the Association, appointed from time to time, and two (2) representatives of the Board, appointed from time to time by the Director of Education.
- 10.03 (a) Step One:
- A special services staff member having a grievance may, provided it is done with reasonable promptness, discuss **the** grievance with a representative of the Association, who may discuss the matter with the Superintendent of Education, Human Resources.
- (b) Step Two:
- If the grievance is not satisfactorily disposed of at Step One, the Association may, on behalf of the aggrieved special services staff member, within ten (10) days after the reply at Step One has been or should have been given, require a meeting of the Grievance Committee by delivering the grievance in writing either personally to the Director of Education, or by sending same by prepaid registered or certified post **or by fax**. The Grievance Committee shall convene within ten (10) days after receipt of such grievance by the Director of Education or their designee if the grievance has been delivered personally **or by fax**, or within twelve (12) days after the grievance has been mailed by prepaid registered or certified post and shall seek to resolve the grievance. The aggrieved special services staff member and/or the special services staff member's representative and a representative of the Board may make representations regarding the grievance. If the Grievance Committee is unable to resolve the grievance, the Director of Education or designee

shall, within five (5) days after the said meeting, deliver to the Association the written reply of the Board to the grievance.

- 10.03 (c) At Step 2 and beyond of the grievance procedure, APSSP may have the assistance of a consultant.
- 10.04 Any grievance arising directly between the Board and the Association or any grievance involving more than one special services staff member, instead of following the procedure herein before set out, may be submitted in writing within a reasonable period by either of the parties hereto to the other. 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) days after submission of same, then the party to whom the grievance was delivered shall reply in writing to such grievance within a further five (5) days.
- 10.05 In the event that any grievance shall not have been satisfactorily settled pursuant to the foregoing provisions, the matter may then, by notice in writing given to the other party within ten (10) days after the time limited for exhaustion of the applicable procedures contained in the foregoing provisions, be referred either by the Association or the Board to arbitration.
- 10.06 The notice submitting to arbitration shall contain the name of the appointee to the Arbitration Board of the party making the submission. The recipient of the notice shall within ten (10) days of receipt of the notice, inform the other party in writing of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chairperson. 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 limited, then in either such case the appointment shall be made by the Minister of Labour for the Province of Ontario upon the request of either party. No person may be appointed to the Arbitration Board who has participated directly in an attempt to settle the grievance.
- 10.07 The Arbitration Board shall hear and decide the grievance and shall issue its decision in writing and the decision shall be final and binding upon the parties and any special services staff member affected by it. The decision of a majority of the Arbitration Board is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs.

- 10.08 Notwithstanding Article 10.07, the Arbitration Board established as above shall decide the grievance submitted to it, including any question as to whether a matter is arbitrable, but shall have no power to alter, modify, or amend this Agreement, nor make any decision inconsistent therewith.
- 10.09 Notwithstanding the provisions of 10.06, 10.07 and 10.08, the parties may, by mutual agreement of the Association and the Board, refer the matter to a sole arbitrator. In such cases, the parties shall endeavour to agree on the selection of an arbitrator who shall have the same powers as an Arbitration Board as outlined in 10.07 and 10.08.
- 10.10 Each party shall pay the cost of its own appointee to the Arbitration Board, and the parties shall share equally the cost of the chairperson.
- 10.11 The term "days" when used in this Article shall mean Monday to Friday inclusive throughout the year including July and August, but excluding school holidays as defined by the Ministry of Education and Training in the Education Act.
- 10.12 Any time limits fixed by this Article for the taking of action by either party or by any special services staff member may at any time be extended by agreement of the representatives of the parties involved. In the absence of such agreement, each step must be taken by the party concerned within the time limits set forth.

ARTICLE 11

SENIORITY

- 11.01 (a) For the purposes of this Agreement a special services staff member's seniority (other than that of a probationary special services staff member) shall commence with, firstly, the date of the special services staff member's most recent hiring (other than as a result of a recall after a lay-off) or if there is/are one or more special services staff members with the same date of hire as in firstly, then secondly, the length of previous work-related employment approved as such by the Director of Education shall be used to break such tie in seniority if seniority is to be used for lay-off as in 11.04 or if there is/are one or more special services staff members with the same date of hire as in firstly and the same length of previous work-related experience as in secondly, then thirdly, the date of application for the position and classification where the special services staff member whose date of application precedes that of the other(s), as determined by the records of the Board, shall be deemed to be more senior if seniority is to be used for lay-off as in 11.04. The seniority in firstly shall be maintained and accumulated so long as the special services staff member remains in the employ of the Board during:
- i) a lay-off period during which the special services staff member was entitled to be recalled;
 - ii) any sickness or accident; and
 - iii) any authorized leave of absence.
- (b) Subject to section 11.02(b) hereof, a term employee shall accumulate no seniority.
- (c) When a probationary special services staff member finishes the special services staff member's probationary period, the special services staff member shall be entered on the seniority list and shall rank for seniority from the date the special services staff member was last hired.
- (d) A loss of seniority shall be deemed to have occurred if an individual employed by the Board:
- i) quits;
 - ii) is discharged and is not reinstated by reason of the grievance procedure;
 - iii) is absent from work in excess of five (5) working days without sufficient cause or without notifying the Board unless such notice was not reasonably possible;

- iv) is laid off and not recalled within the times provided for in Article 11.05;
- v) fails following a lay-off to notify the Board within fourteen (14) days of the Board sending the special services staff member a notice to return to work (such notice to be sent by registered mail to the special services staff member's last address on record with the Board) of the special services staff member's intention to return or fails to report for work on the date and at the time specified in such notice, or no later than the end of the fourteen (14) day notice of recall.

- 11.02 (a) A new special services staff member, including a term employee, shall be considered a probationary employee for a period of twelve (12) calendar months from the date of hiring or date of transferring into the bargaining unit, as the case may be. The probationary period may be extended for a further six (6) calendar months if the Board notifies the special services staff member and the Local Association in writing of the intended extension at least one (1) month before the end of such period and if the Local Association does not notify the Board in writing before the end of the period that it does not concur in such extension. An employee may not have their dismissal taken through the steps of the grievance procedure if they have failed to successfully complete the probationary period. The probationary employee shall receive a written evaluation of their performance. Where a shortcoming is identified during the course of the probationary period, means by which improvements can be made shall be discussed with the probationary employee. The Board will evaluate the probationary employee in a fair, non-arbitrary and non-discriminatory manner.
- (b) It is understood and agreed that a Board employee employed in a position outside the bargaining unit covered by this Agreement may not gain entry to the said bargaining unit by bumping out an existing special services staff member.

- 11.03 It shall be the responsibility of each special services staff member to keep the Board informed of the special services staff member's current postal address and any notice to be given the special services staff member by the Board under the terms of this article shall be deemed properly given provided it is addressed to the special services staff member's last postal address on record with the Board.

- 11.04 a) In the event the circumstances require lay-off of seniority employees, the Board shall provide notice of impending lay-off in accordance with the Employment Standards Act, but with a minimum of **six (6) weeks** notice or pay in lieu thereof. Prior to any lay-off notice being provided to affected employees, the Board will advise the Association of the lay-off at least two weeks prior to the issuance of the individual lay-off notices in order to provide for discussion relating to such lay-off, including possible alternatives to the lay-off.
- b) In the event of a lay-off the Board agrees that special services staff members shall be laid off from their classifications in reverse order of their seniority, except that a special services staff member may be retained out of line of seniority, where the more senior special services staff member does not have the necessary qualifications, ability, knowledge and skill to perform the work of the junior special services staff member. Special services staff members shall be recalled to their classifications in order of their seniority, provided they have the necessary qualifications, ability, knowledge and skill to do the jobs available.
- c) The classifications referred to in sub-clause (b) above shall be the classifications referred to in Article 1.01 hereof, namely:
- i) psychologists/psychoeducational consultants/psychological associates,
 - ii) social workers,
 - iii) speech/language pathologists,
 - iv) attendance counsellors,
 - v) interpreters,
 - vi) community relations officers,
 - vii) research associates, and
 - viii) audiologists.

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

- 11.05 A special services staff member with seniority who is laid off shall retain the special services staff member's seniority and right of recall for the following period of months if the special services staff member has the length of continuous service set opposite:

| Periods of months | Service in years |
|-------------------|------------------|
| 12 | Up to 2 |
| 24 | More than 2 |

Notice of recall shall be sent by registered mail or telegram to the last address recorded with the Board by the special services staff member requiring the special services staff member to report to work on a date not earlier than seven (7) days after the date of such notice. If the special services staff member does not reply within said seven (7) days or fails to report for work at the time and date specified in the notice, the special services staff member shall be deemed unavailable and the next eligible special services staff member shall be called.

- 11.06 (a) The Board shall provide and maintain seniority lists by classification showing the name and the most recent hire date of each special services staff member in each of the classifications.
- (b) Each seniority list shall be updated as of September 30th of each year and shall be posted within 30 days on the bulletin boards of each **regional** work site of APSSP members and the Catholic Education Centre.
- (c) Any special services staff member that believes that an error or omission has taken place in the preparation of the seniority lists shall have the opportunity to clarify the matter through their local steward with the Superintendent of Education, Human Resources or designate. Every reasonable effort shall be made to promptly clear up the matter.

- 11.07 A special services staff member who has been laid off from a full-time position and who has been offered and who has accepted/refused a part-time or temporary position with the Board shall continue to maintain recall rights in accordance with Article 11.05.

ARTICLE 12

DISCHARGE AND DISCIPLINARY PROCEDURE AND EMPLOYEE FILES

- 12.01 In the event that the Board intends to establish a meeting to give a written warning to, or suspend or discharge an employee, it shall so inform the employee in advance. The Board shall also inform the employee of the right to Association representation. At the option of the employee, an Association representative shall be present at the meeting. In the absence of such representation, unless specifically declined by the employee, the discipline imposed shall be set aside until the employee has received representation at a meeting of the parties.
- 12.02 A claim by a special services staff member (other than a probationary special services staff member) that the special services staff member has been unjustly discharged or suspended will be treated as a grievance if a written statement of such grievance is lodged with the Superintendent of Education, Human Resources within ten (10) working days after the occurrence of the matter which is the subject of the grievance.
- 12.03 Such grievance may be settled under the grievance procedure, including arbitration, provided by this Agreement, commencing with Step Two. Grievances involving discipline, other than discharge or suspension and grievances involving other matters shall be processed in accordance with Article 10.
- 12.04 If the Board censures a seniority special services staff member in such a manner as to indicate that a repetition of any offence or failure to perform may lead to the special services staff member's discharge, it shall prepare a written memorandum thereof and give a copy thereof to the special services staff member and, at the written request of such special services staff member, to the Secretary of the Local Association.
- 12.05 (a) At the request of a special services staff member, the Board shall allow the special services staff member to inspect the special services staff member's Human Resources file maintained at the Board's Human Resources Office with prior arrangement made with the Superintendent of Education, Human Resources. Such inspection may be made up to twice a year and shall be in the presence of such Superintendent or designate. The special services staff member's response to anything contained in such file, including a written memorandum of the type referred to in section 12.03 hereof, shall become a part of such file provided such response is made within ten (10) working days from the date when the special services staff member inspected the special services staff member's file.

- (b) The Board agrees to abide by the provisions of The Act to provide for Freedom of Information and Protection of Individual Privacy in Municipalities and Local Boards.
 - (c) The Board agrees that no report relating to the conduct or performance of a special services staff member shall be used against the employee in the grievance procedure nor at arbitration, unless such report is part of the employee's file.
 - (d) No adverse report may be placed in the employee's file or constitute a part thereof, unless a copy of said report is provided to the special services staff member, who may file a reply thereto with the Board, within ten (10) working days from such receipt, and such reply shall become a part of the file.
- 12.06 Any disciplinary notation shall be removed from an employee's file and destroyed 24 months following an incident giving rise to the discipline and if no further discipline of a similar nature has been imposed. However, if such incident involves a finding of abuse or assault of a student, the Board may retain such notation as required.

ARTICLE 13

TRANSFER REQUESTS

- 13.01 This Article shall apply to all special services staff positions available at the start of the following school year and shall include:
- (i) all positions vacant as of the commencement of the following school year, which the Board intends to fill, and
 - (ii) all positions which become permanently vacant after April 1 and prior to the end of the current work year and which the Board intends to fill for the following work year.
- 13.02 When a vacancy, other than a vacancy considered by the Board to be temporary, occurs in any occupational classification covered by this agreement, the Board shall, if it determines to fill such vacancy, post a notice thereof in the Director's Bulletin **and/or on the Board's website** to inform special services staff members for ten (10) working days, **as defined in Article 10.11, excluding statutory holidays and board shutdown**, setting forth the duties of the position, work location and the qualifications therefor. Professional supervisors will inform their respective staff members of relevant openings in positions covered by this Collective Agreement. Any special services staff member may apply for such position in writing during the posting period.
- 13.03 (a) The Board shall consider the following two factors in determining which **employee** is to be selected:
- (i) relative seniority of the applicants, and
 - (ii) the ability, knowledge, training, skill, and overall qualifications of the applicant to do the job.
- When the criteria in factor (ii) are relatively equal as between two or more applicants, their relative seniority shall govern. If none of its employees who have applied for the vacancy is qualified to fill a vacancy, the Board may engage an employee from any other source.**
- (b) In the event that a position that is required to be posted under clauses 13.01 and 13.02 is not filled under clause 13.03(a), the Board may engage a candidate from another source, provided that the qualifications of such candidate are not less than those set forth in the notice posted under clause 13.02.

- 13.04 The Board, at its option, may delay the actual transfer/promotion of the successful applicant under 13.03 until September 1 following the date on which the vacancy occurred.
- 13.05 The Board may place a casual or term employee in a vacant or newly created position pending the transfer under 13.04.
- 13.06 (a) Employees who have been appointed pursuant to the provisions of clause 13.03 of this Article, and who fail within ninety (90) days to meet the requirements of the job to which they have been promoted, shall return to their former position and they shall not lose their seniority in their former classification.
- (b) Any special services staff member who is affected by the exercise of 13.06(a) will be returned to their former position.

ARTICLE 14

BENEFITS

14.01 The Board will contribute on behalf of special services staff members according to the requirements of the basic plan of the Ontario Municipal Employees Retirement System (or according to the Teachers' Superannuation Act, if applicable). In addition, the Board shall make available to all eligible special services staff members Supplementary 1 of the above plan and shall make all necessary contributions.

14.02 The Board shall continue the Great West Life Dental Plan based on the applicable 2005 ODA tariff; with Riders 1 and 2, a major restorative rider with reimbursement at a level of 50% and a lifetime maximum of \$10,000 and an orthodontic rider with reimbursement at a level of 50% and a lifetime maximum of \$3,000 per person. **Effective December 1, 2008 the ODA tariff shall be upgraded to 2006. Effective September 1, 2009 the ODA tariff shall be upgraded to 2007. Effective September 1, 2010 the ODA tariff shall be upgraded to 2008. Effective September 1, 2011 the ODA tariff shall be upgraded to 2009.** The Board shall pay 100% of the premiums for the basic plan with Riders 1 and 2. The Board shall pay 100% of the premium for the major restorative and orthodontic riders.

Effective December 1, 2008, Dental plans shall be amended to provide the option of dental implant benefits at a cost equivalent to a required dental bridge subject to reasonable and customary limits.

Effective December 1, 2008, amend dental recall from six months to nine months for adults covered under the plan, dependent children aged 18 and under to remain at six months.

14.03 (a) The Board shall continue the existing Great West Life Semi-Private Extended Health Plan with the deductible of \$10 and \$20 and the Great West Life \$250/24, (**\$325/24 effective December 1, 2008**) Vision Care Plan, and pay an amount equal to 100% of the premiums in effect on June 1, 2005.

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

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

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

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

- (b) The Plan shall provide for an annual aggregate **paramedical** benefit of \$500 (**\$550 effective December 1, 2008**) per person for all of the following services: psychologist; psychological associate; speech-language pathologist; podiatrist; acupuncturist; chiropodist; registered massage therapist; osteopath; naturopath; chiropractor; and physiotherapist.
- (c) **Effective December 1, 2008, orthotics and orthopaedic shoes shall be covered based on a combined maximum of \$900 in each year, with shoes limited to \$400 per pair and orthotics limited to \$450 per pair and with an overall limit of a total of three (3) pairs per year.**
- (d) **Effective December 1, 2008 hearing aids shall be covered at \$750/5 years.**
- (e) A \$7.00 dispensing fee cap for prescriptions effective February 1, 2000.

- 14.04 The existing Group Life Insurance Plan shall continue to cover an amount equal to three times salary including any allowances paid under Article 18. The Board shall contribute an amount equal to 100% of the **current premium**. A special services staff member who is absent from work due to an illness or accident for more than five months is required to notify the Board's Benefits Department thereof in writing. Failure to do so may negate the special service staff member's coverage under such plan.
- 14.05 The portion of an EIC rebate which may arise by reason of the Board's sick leave plan shall be used by the Board to offset its cost to provide benefits under this Article.
- 14.06 The Board shall have the right to determine the carrier for any of the benefit plans covered in this Article provided that any new plan is equal or better in every respect to the provisions of the existing plan. The Board shall meet and discuss with the Association any plan changes before they are implemented.
- 14.07 The Board's obligation to pay for any special services staff member the premiums referred to in this Article shall not arise until the special services staff member has executed and returned to the Board any appropriate application forms for coverage that may be required.

- 14.08 a) Benefit coverage outlined in Article 14.02 and 14.03 is extended for dependents enrolled full-time in a post-secondary institution up to the age of 25 years.
- b) **All employees regardless of age, will be eligible to enrol in the dental and extended health care plans.**
- c) **All employees aged 65 and over shall continue in the group life insurance plan with coverage of \$50,000 only.**
- 14.09 A copy of the Master policy or policies of the insured benefit plans shall be provided to the Association.
- 14.10 At the request of the Chapter President of APSSP, the Board shall supply at least once a year, available financial information concerning the plans referred to in 14.02, 14.03 and 14.04 related to premium costs, reserves and retention rates. The Board shall inform the President of any rebates or premium holidays from its benefits carrier and the amounts thereof. The application thereof shall be subject to joint agreement of the Board and such President but in default of agreement such amount shall be used to reduce the premiums.

ARTICLE 15

SICK LEAVE PLAN

- 15.01 The sick leave plan appended to this Agreement shall be available to the Special Services Staff.
- 15.02 In addition to the sick leave credits provided for in the plan referred to in section 15.01 hereof, special services staff members working the school year plus six (6) working days may receive one (1) further day's sick leave credit.
- 15.03 The Board will maintain a record of all sick leave credits and once each year each special services staff member shall be informed in writing as to the amount of the special services staff member's sick leave credits.
- 15.04 The initial 12 days of sick leave credits accumulated each year shall be used exclusively for an employee's personal illnesses. Any additional accumulation beyond 12 days may be used either for personal illness or for other leaves of absence as defined in the collective agreement.
- 15.05 At the option of the employee, an Association representative may be present at any meeting of an employee and the Board regarding work arrangements that may be required to accommodate an early and safe return to work of the employee from an illness or accident.**

ARTICLE 16

LEAVES OF ABSENCE

16.01 Bereavement Leave

- (a) The Board shall grant to a special services staff member requiring leave by reason of a death in the special services staff member's immediate family (spouse, child, mother, father, brother, sister, mother-in-law, father-in-law or grandchild and in special circumstances recognized by the Director of Education of a former legal guardian or ward) up to five (5) working days without loss in pay;
- (b) The Board shall grant to a special services staff member requiring leave by reason of death of an uncle, aunt, niece, nephew, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law of the special services staff member up to two (2) working days without loss in pay for the purpose of attending the funeral;

16.02 Statutory Pregnancy and Parental Leaves

- (a) (i) Statutory pregnancy and statutory parental leaves shall be granted in accordance with the Employment Standards Act (Appendix E). Statutory parental leave includes leave for the purposes of adoption. Such leaves shall be without pay except as provided in clause 16.02(a)(ii).
- (ii) Notwithstanding 16.02 (a)(i), a special services staff member taking a pregnancy leave under this article who is subject to a waiting period of at least two weeks before receiving Employment Insurance benefits, shall receive an allowance of \$550 for each week of the waiting period upon appropriate verification to the Board.
- (iii) A special services staff member who has completed less than one year under probation at the time of commencement of statutory pregnancy/parental leave shall have the probationary period as set out in 11.02 extended by the amount of time which will add up to a total of one year under probation, exclusive of the time spent on pregnancy/parental leave.

- (b) Upon request of the special services staff member the Board shall grant a pregnancy/parental leave for the remainder of the school year in which the pregnancy leave commences and the next school year.
- (c) A special services staff member shall apply for pregnancy/parental leave through the special services staff member's immediate administrative and professional supervisors on the Pregnancy/Parental Leave Request Form available in the Human Resources Department. A letter from a physician, in the case of pregnancy leave, indicating the approximate date of confinement, must accompany the Request Form. The special services staff member should make application on the Request Form at least four months prior to the commencement of leave in order that a suitable replacement be found.
- (d) A special services staff member shall continue to participate in those benefit plans (other than the sick leave credit plan but including the life insurance plan, extended health plan and dental plan) which the member already enjoys unless the member elects not to do so. The special services staff member is responsible for his/her share of the cost of benefits. The board shall continue to pay its share of benefits during such statutory leave, but not during any extensions of such leaves. The special services staff member shall assume the total cost of these benefit plans for any period of leave that exceeds the statutory leave, if the member elects to remain covered under such benefit plans.
- (e) If the special services staff member takes only the statutory leave granted under 16.02(a), the special services staff member shall be returned to the Social Services work site and position, if it still exists, or to a comparable position, if it does not, in which the special services staff member was employed at the time the statutory leave was granted.

16.03

Association Leave

- (a) Members of the Negotiating Committee, for any portion of their regularly scheduled work-time spent with the permission of the Board in attending negotiation meetings, shall suffer no loss in pay.
- (b) Upon written request by the Local Association to the Board given at least fifteen (15) working days in advance, the Board will grant leave of absence without pay, if such leaves do not unduly interfere with the Board's operations, to special services staff members to attend Association conventions or seminars provided:

- (i) such leaves do not exceed an aggregate of ten (10) worker-days in any calendar year,
 - (ii) no more than two (2) special services staff members are absent on such leave at any one time and no more than (1) special services staff member absent from any one job classification or geographical Social Services work site, and
 - (iii) no special services staff member is absent on such leave for more than five (5) working days in any calendar year provided that the Director of Education may, at the request of the Local Association, increase such number of days up to ten (10).
- (c) A special services staff member who is elected to the APSSP Provincial Executive Board or as a full-time Officer of the Association may be granted a leave of absence without pay for a period of up to two (2) years if the Board is able to locate a suitable replacement for such special services staff member. Such leave may be extended by the Board.

16.04

Personal Leave

- (a) Special time off shall be granted to special services staff members for the purpose of writing university or similar examinations or for attending the special services staff member's own graduation.
- (b) A special services staff member shall be entitled to the special services staff member's salary notwithstanding the absence from duty occasioned by quarantine, by jury duty, or by subpoena to any court in any proceeding in which the special services staff member is not charged.
- (c) Upon the request of a special services staff member and at the discretion of the Board, a special services staff member may be granted leave-of-absence without pay for up to one (1) year. Such leave may be granted for reasons of illness, post-graduate study or other personal reasons. A written application for leave shall be made through the administrative and professional supervisors to the Superintendent of Education, Human Resources at least two (2) months, where possible, prior to the proposed commencement of the leave. It is preferable that any leave granted commence at the beginning of, and terminate at the end of, a school term. In its discretion the Board may grant an

extension of a further year to a leave granted for post-graduate study if, in the opinion of the Board, such extension is justified.

- (d) A special services staff member granted leave may, subject to the consent of the carrier, continue to be covered by any of the benefit plans referred to in Article 14 at the special services staff member's own expense. Any such application for continued coverage must be submitted at the same time as the application for the leave and on the appropriate form provided by the Board.
- (e) A special services staff member who is on such leave shall not be credited with any sick leave during the period of such leave.
- (f) The Board will grant leave of absence of one (1) year to special services staff members on the basis of spreading four (4) years' salary over five (5) years (hereinafter called the "Plan") on the following terms and conditions:
 - (i) any special services staff member who has completed at least two (2) years' employment with the Board may apply to participate in such Plan;
 - (ii) the maximum number of such leaves which may be granted under such Plan shall not exceed three in any one work year;
 - (iii) a special services staff member wishing to participate in such Plan shall apply on the form available from the Human Resources Department. The forms will be available on January 1 and must be received by the Human Resources Department on or before February 1 in order for the special services staff member to be considered for participation in the Plan commencing at the start of the following prescribed work year;
 - (iv) applications for such leave which have been approved by the immediate administrative and professional supervisors shall be considered by the Directors who shall make the final decision. A special services staff member whose application is approved by the Director shall be so informed by June 1 next following;
 - (v) each special services staff member permitted to participate in the Plan shall enter into an agreement with the Board as follows:

- (1) in each of the four (4) years of the Plan commencing the start of the prescribed work year next following approval the special services staff member shall be paid 80% of the salary and allowances to which the special services staff member is otherwise entitled under Article 18.
- (2) the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited thereon at the rate payable from time to time by the Canadian Imperial Bank of Commerce on Daily Interest Savings Account and compounded annually;
- (3) the leave of absence shall commence on the first work day of the prescribed work year of the 5th year from the commencement of the special services staff member's participation in the Plan;
- (4) during such work year of the leave of absence the Board shall:
 - A. pay the special services staff member all the funds accumulated pursuant to (2) and interest earned in accordance with the foregoing either in a lump sum or in instalments in accordance with section 18.03, as the special services staff member may direct, and
 - B. pay that portion of the premiums payable for the benefit plans set out in sections 14.02, 14.03 and 14.04 which it would have paid if the special services staff member were not on leave;
- (5) the special services staff member shall pay that portion of the premiums payable for such benefit plans which the special services staff member would have paid if the special services staff member were not on leave and the special services staff member's contributions to the Ontario Municipal Employees Retirement System (or the Teachers' Superannuation Plan, if applicable);

- (6) subject to any other provisions of the collective agreement, on the special services staff member's return from the leave, the special services staff member shall be returned to the Social Services work site in which the special services staff member was employed immediately prior to such leave, if in the view of the Board it is practicable;
- (7) during such leave, the special services staff member's seniority shall accumulate but for the purposes of Article 18 the period of such leave shall not be regarded as experience;
- (8) the special services staff member shall not be entitled to any sick leave credits during the period of such leave but on the special services staff member's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave;
- (9) a special services staff member declared surplus under Article 11 or who leaves active employment with the Board while participating in the Plan must withdraw therefrom. The special services staff member shall then be paid within sixty (60) days a lump sum equal to the special services staff member's contributions plus interest accrued to date of the withdrawal;
- (10) the special services staff member may withdraw from the Plan
 - A. provided no replacement for the special services staff member has been engaged by the Board,
 - B. but may not do so after April 15 in the calendar year in which the leave is to be taken except with the consent of the Board;
- (11) notwithstanding the foregoing, the Board may, if it is unable to employ a special services staff member as a suitable replacement for the participating special services staff member who is on leave, defer such leave for up to one (1) year.

In such event the participating special services staff member may withdraw from the Plan and the special services staff member shall then be paid within sixty (60) days a lump sum equal to the special services staff member's contribution plus interest accrued to the date of such withdrawal;

- (12) if a special services staff member dies, retires, is dismissed or terminated or otherwise leaves active employment with the Board while participating in the Plan the special services staff member's personal representative, in the event of the special services staff member's death, or the special services staff member shall be paid such lump sum and interest accrued up to the date of the special services staff member's death, retirement, dismissal, termination or leaving, as the case may be;

- (vi) The implementation of the Plan is conditional on approval by Revenue Canada and the obtaining of an advance income tax ruling that any special services staff member entering the Plan will be subject to tax in each of the five years only on the amount of income actually received by her in the year and that the tax to be withheld by the Board shall be based on the amounts actually paid to the special services staff member.

- 16.05 (a) Urgent personal business is business affecting one's personal affairs which must be conducted and which cannot be scheduled outside of work hours.
- (b) Upon consultation with one's superordinate, who will validate by signing the Employee Absence Report, a special services staff member may take time off for urgent personal business that arises out of:
- (i) the moving of a special services staff member's residence (one day maximum);
- (ii) attendance at the graduation from a post secondary educational institution of the special services staff member's spouse, child or parent;
- (iii) attendance as a participant or coach at a tournament or meet related to the Olympics or sports finals (provincial, national or international);

- (iv) attendance as president or executive officer of a riding association at a funeral or provincial convention;
 - (v) attendance at the funeral of a close friend, or
 - (vi) the birth of a special services staff member's child or the adoption of a child by the special services staff member if the special services staff member is not applying for a leave under other provisions of this Article.
 - (vii) the wedding of the son or daughter of a special services staff member.
- (c) if urgent personal business is for any reason not outlined in 16.05(b), the special services staff member shall first obtain the approval of the Director of Education or designate unless because of the urgency of the matter, the special services staff member is unable to seek such approval in which event the special services staff member may presume such approval without any penalty other than loss of pay if the approval is not subsequently given;
- (d) with respect to urgent personal business, the total time which may be taken off in any contract year shall not exceed two (2) days; however, the Director of Education may extend such total time by up to an additional two (2) days;
- (e) any time off for urgent personal business under this clause shall be deducted from the special services staff member's accumulated sick leave credits but if there are not sufficient credits the portion of the leave not covered by such credits shall be without pay.

16.06

If the special services staff member is charged with a criminal or quasi-criminal offence and such special services staff member is not found guilty of that offence or any other offence, or if the charge is withdrawn, such special services staff member shall be entitled to draw on the special services staff member's available sick leave credits for the number of days that the special services staff member was absent from work because the special services staff member was in attendance at court in connection with such charge. This paragraph shall not apply if the offence charged is one for which the special services staff member has the option of electing to be tried in night court.

16.07

Where a special services staff member is unable to arrange for any other person to care for a member of the special services staff member's immediate family (as defined in section 16.01(a)) who is seriously ill, such special services staff member may, with the permission of the special services staff member's immediate administrative supervisor, use up to a maximum of five (5) accumulated sick leave days, if any, per year to care for such member. On request, the special services staff member shall furnish acceptable evidence of such illness.

ARTICLE 17

WORKPLACE SAFETY AND INSURANCE

17.01 While a Special Services Staff member is entitled to payments from the Workplace Safety and Insurance Board:

- (a) such Special Services Staff member shall direct all such payments to be paid to the Board;
- (b) the Board shall continue to pay such Special Services Staff member at the Special Services Staff member's full salary, including allowances;
- (c) there shall be no loss of sick credits to the Special Services Staff member; and
- (d) no Special Services Staff member shall be entitled to remuneration from the Board and from the Workplace Safety and Insurance Board amounts which in the aggregate exceed the Special Services Staff member's annual salary, including allowances, from the Board.

Notwithstanding the foregoing, if a Special Services Staff member is declared by the Workplace Safety and Insurance Board to be permanently disabled and is entitled to a permanent disability pension or lump sum in lieu thereof, the Board may, if it wishes, continue such person as an employee and allow the Special Services Staff member to draw against the Special Services Staff member's accumulated sick leave credits until such time as the Special Services Staff member's credits expire.

ARTICLE 18

REMUNERATION AND PERIOD OF WORK

18.01 Special services staff members shall be paid an annual salary as set out below.

(a) Psychologists (Ph.D.)

| STEP | Sept. 1, 2008 | Sept. 1, 2009 | Sept. 1, 2010 | Sept. 1, 2011 |
|------|---------------|---------------|---------------|---------------|
| 00 | 61,787.20 | 63,640.81 | 65,550.04 | 67,516.54 |
| 01 | 64,564.58 | 66,501.52 | 68,496.57 | 70,551.46 |
| 02 | 67,341.97 | 69,362.23 | 71,443.10 | 73,586.39 |
| 03 | 70,119.35 | 72,222.93 | 74,389.61 | 76,621.30 |
| 04 | 72,896.73 | 75,083.63 | 77,336.14 | 79,656.22 |
| 05 | 75,674.12 | 77,944.35 | 80,282.68 | 82,691.16 |
| 06 | 78,450.17 | 80,803.67 | 83,227.78 | 85,724.62 |
| 07 | 81,228.89 | 83,665.76 | 86,175.73 | 88,761.00 |
| 08 | 84,004.95 | 86,525.10 | 89,120.85 | 91,794.48 |
| 09 | 86,783.64 | 89,387.15 | 92,068.76 | 94,830.83 |
| 10 | 89,559.70 | 92,246.49 | 95,013.89 | 97,864.30 |

Note: (1) Psychologists are required to hold a Ph.D. and be registered.

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

| STEP | Sept. 1, 2008 | Sept. 1, 2009 | Sept. 1, 2010 | Sept. 1, 2011 |
|------|---------------|---------------|---------------|---------------|
| 00 | 51,460.41 | 53,004.23 | 54,594.35 | 56,232.18 |
| 01 | 54,345.08 | 55,975.44 | 57,654.70 | 59,384.34 |
| 02 | 57,231.06 | 58,947.99 | 60,716.43 | 62,537.92 |
| 03 | 60,114.40 | 61,917.83 | 63,775.37 | 65,688.63 |
| 04 | 62,999.07 | 64,889.04 | 66,835.71 | 68,840.78 |
| 05 | 65,886.40 | 67,862.99 | 69,898.88 | 71,995.85 |
| 06 | 68,771.03 | 70,834.16 | 72,959.19 | 75,147.96 |
| 07 | 71,655.71 | 73,805.38 | 76,019.55 | 78,300.13 |
| 08 | 74,540.39 | 76,776.60 | 79,079.90 | 81,452.30 |
| 09 | 77,426.37 | 79,749.16 | 82,141.64 | 84,605.89 |
| 10 | 80,309.71 | 82,719.00 | 85,200.57 | 87,756.59 |
| 11 | 83,195.70 | 85,691.57 | 88,262.32 | 90,910.19 |

(c) Attendance Counsellors

| STEP | Sept. 1, 2008 | Sept. 1, 2009 | Sept. 1, 2010 | Sept. 1, 2011 |
|------|---------------|---------------|---------------|---------------|
| 00 | 40,250.23 | 41,457.74 | 42,701.47 | 43,982.51 |
| 01 | 43,140.19 | 44,434.39 | 45,767.42 | 47,140.45 |
| 02 | 46,028.82 | 47,409.68 | 48,831.97 | 50,296.93 |
| 03 | 48,916.14 | 50,383.63 | 51,895.14 | 53,451.99 |
| 04 | 51,804.77 | 53,358.91 | 54,959.68 | 56,608.47 |
| 05 | 54,693.40 | 56,334.20 | 58,024.23 | 59,764.96 |
| 06 | 57,582.05 | 59,309.52 | 61,088.80 | 62,921.47 |
| 07 | 60,470.68 | 62,284.80 | 64,153.35 | 66,077.95 |
| 08 | 63,358.01 | 65,258.75 | 67,216.52 | 69,233.01 |
| 09 | 66,246.63 | 68,234.03 | 70,281.05 | 72,389.48 |
| 10 | 69,135.27 | 71,209.33 | 73,345.61 | 75,545.98 |

(d) Community Relations Officers

| STEP | Sept. 1, 2008 | Sept. 1, 2009 | Sept. 1, 2010 | Sept. 1, 2011 |
|------|---------------|---------------|---------------|---------------|
| 00 | 47,095.00 | 48,507.85 | 49,963.09 | 51,461.98 |
| 01 | 49,702.87 | 51,193.95 | 52,729.77 | 54,311.66 |
| 02 | 52,308.06 | 53,877.31 | 55,493.62 | 57,158.43 |
| 03 | 54,914.59 | 56,562.03 | 58,258.89 | 60,006.65 |
| 04 | 57,519.81 | 59,245.40 | 61,022.76 | 62,853.45 |
| 05 | 60,127.65 | 61,931.48 | 63,789.43 | 65,703.11 |
| 06 | 62,734.18 | 64,616.20 | 66,554.69 | 68,551.33 |
| 07 | 65,339.39 | 67,299.57 | 69,318.56 | 71,398.12 |
| 08 | 67,945.92 | 69,984.29 | 72,083.82 | 74,246.34 |

(e) Research Associates

| STEP | Sept. 1, 2008 | Sept. 1, 2009 | Sept. 1, 2010 | Sept. 1, 2011 |
|------|---------------|---------------|---------------|---------------|
| 00 | 58,150.26 | 59,894.77 | 61,691.62 | 63,542.36 |
| 01 | 61,409.94 | 63,252.24 | 65,149.80 | 67,104.30 |
| 02 | 64,671.11 | 66,611.24 | 68,609.58 | 70,667.87 |
| 03 | 67,929.28 | 69,967.16 | 72,066.17 | 74,228.16 |
| 04 | 71,188.94 | 73,324.61 | 75,524.35 | 77,790.08 |
| 05 | 74,451.61 | 76,685.16 | 78,985.72 | 81,355.29 |
| 06 | 77,711.28 | 80,042.61 | 82,443.89 | 84,917.21 |
| 07 | 80,970.95 | 83,400.08 | 85,902.09 | 88,479.15 |
| 08 | 84,230.64 | 86,757.56 | 89,360.29 | 92,041.10 |

Note: (2) Research Associates are required to possess a M.A. with a Ph.D. preferred.

- 18.02 In consideration of the annual salary set out in Article 18.01 above, special services staff members, Community Relations Officers and research associates, shall work the school year as determined by the Ministry of Education and the Board plus six (6) additional working days. Unless otherwise required by the Board due to exceptional circumstances, or otherwise agreed between the Board and the special services staff member concerned, three (3) of the six (6) additional working days shall be worked in the period immediately following the end of the school year and the remaining three (3) working days shall be worked in the period immediately preceding the commencement of the next school year. Interpreters employed on a 10 month basis shall work the school year as determined above. Community relations officers and research associates employed on a 12 month basis shall work the calendar year subject to Articles 18, 19 and 20 hereof.
- 18.03 The annual salary of each special services staff member shall be divided into twenty-six (26) equal instalments and one (1) instalment shall be payable on the Friday of every second week. In the case of special services staff members working the school year plus six (6) days and interpreters employed on a 10-month basis, unpaid instalments comprising the balance of the salary shall be payable in the first regular pay which falls on the last day of work or within 14 calendar days.
- 18.04 A special services staff member who works only a portion of the school year, or the school year plus six (6) days working period, is entitled to be paid the special services staff member's salary in the proportion that the total number of days worked bears to the whole number of days in the said working period.
- 18.05 (a) The normal hours of work for 12 month special services staff members shall be thirty-six and a quarter hours (36.25) per week, made up of five 7.25 hour days - 8:30 AM to 4:45 PM with one hour off for lunch, Monday to Friday, both inclusive. The starting and leaving times stipulated may be changed from time to time with consent of the Local Association.
- (b) In lieu of payment for 15 minutes per day, special services staff members will not be required to work:
- (i) on the second Friday in July and the following five Fridays in July and August;
 - (ii) on any workday between Christmas and New Year's which is not a holiday or a day in lieu of a holiday; OR

- (iii) on December 24 when December 24 falls on a Monday.
 - (c) The Board may not require special services staff members to work on the remaining Fridays in July and August not included in 18.05(b) except that they will usually be required to work on the first Friday after Canada Day and the last Friday before Labour Day. The day(s) so affected will be a vacation day(s) as outlined in Article 20.02.
 - (d) In any event, the Board may require the services of a special services staff member on workdays between Christmas and New Year's or on a Friday in July or August. Any member so affected will be entitled to another day(s) off in lieu thereof.
 - (e) It is part of the duties of 12 month special services staff members to attend or conduct meetings relating to their work. It is understood that such duties, while they may, from time to time, take place outside of normal hours of work set out in 18.05(a), will not be compensated in cash but the present practice of arranging time off in lieu will continue.
- 18.06 (a) For initial placement, all previous qualified experience, to the maximum appropriate salary grid, may be credited. "Qualified experience" shall mean full-time or part-time experience gained in the same or equivalent job as determined by the Board subsequent to having acquired the qualifications necessary for the appropriate job.
- (b) Where the special services staff member's training, qualifications and experience cannot be readily classified in terms of the steps as they are defined, the Director of Education, or designee, shall review the training, qualifications and experience and determine the step in which the individual shall be placed.
 - (c)
 - (i) Experience gained as an Ontario qualified teacher may be granted to a maximum of four years, but not to exceed the maximum.
 - (ii) For employees hired on or after September 1, 1999, the Board may grant initial placement experience as a teacher or instructor at a Canadian University or a Canadian Community College to a maximum of 2 years, not to exceed the maximum step. Payment of this experience shall be as described in 18.07(b).
 - (d) Related experience, as appropriate and as determined by the Board, including teaching **or instructor** experience outside of Ontario or Canada may be granted to a maximum of two years, but not to exceed the maximum. The experience granted under 18.06(c) and (d) together may not exceed four years. **The Board shall provide a written response to the special services staff member outlining the reasons for its decision in a timely manner.**

- (e) A Psychology staff member who becomes a Registered Psychologist, upon providing proof of registration, shall be placed on the same wage grid level of the salary grid for Psychologists as the wage grid level from which they have transferred.
- 18.07 (a) For the purpose of determining placement on the salary scale after the initial placement, qualified experience shall be calculated and credited as of the contract anniversary date each year. Should this date lie within a probationary period of a special services staff member, the calculation will be made as of the contract anniversary date, but the special services staff member will not be moved to the next step until the completion of the probationary period.
- (b) All part-time and incomplete years of work will be prorated and expressed as a decimal fraction to two places of a complete work year. If the fraction determined above is 0.50 or greater, the qualified experience will be rounded up to the next whole number for the purposes of 18.07(a).
- 18.08 (a) Special services staff members holding a postgraduate degree or degrees (M.A., Ph.D.) from an approved university, requiring at least one full year of study beyond their basic degree (B.A.), shall be paid an annual allowance of **\$1,025 effective September 1, 2008, \$1,056 effective September 1, 2009, \$1,088 effective September 1, 2010 and \$1,121 effective September 1, 2011** above grid placement, following successful completion of such degree and presentation of documentation to the Board, provided that the postgraduate degree, or any part thereof, is not required for placement in the job category.
- (b) Social workers who hold the Advanced Diploma in Social Work from the University of Toronto or equivalent, and who are not receiving an allowance under 18.08(a), will be paid an annual allowance of **\$1,025 effective September 1, 2008, \$1,056 effective September 1, 2009, \$1,088 effective September 1, 2010 and \$1,121 effective September 1, 2011** above grid placement.
- (c) Special services staff members who hold an Ontario Teacher's Certificate will be paid an annual allowance of **\$ 691 effective September 1, 2008, \$712 effective September 1, 2009, \$733 effective September 1, 2010 and \$755 effective September 1, 2011** above grid placement.
- (d) Community relations officers and interpreters who are not receiving an allowance under 18.08(a) or (c), and who have completed one additional year of university beyond the B.A. level, will be paid an annual allowance of **\$ 691 effective September 1, 2008, \$ 712 effective September 1, 2009, \$ 733 effective September 1, 2010 and \$ 755 effective September 1, 2011** above grid placement.

- (e) Any employee, other than a psychologist, who was receiving the allowance \$1,215 for registration on January 1, 1990 shall continue to receive this allowance with the following rate increases of **\$1,341 effective September 1, 2008, \$1,381 effective September 1, 2009, \$1,422 effective September 1, 2010 and \$1,465 effective September 1, 2011.**
- 18.09 An annual allowance will be paid to those who provide evidence of certification and registration in their respective College of **\$1,103 effective September 1, 2008, \$1,136 effective September 1, 2009, \$1,170 effective September 1, 2010 and \$1,205 effective September 1, 2011.** This allowance will be pro-rated to the employee's basic time class.
- 18.10 A Supervision Allowance will be paid to psychologists/psychological associates assigned to review and sign off assessments of unregistered staff of **\$1,656 effective September 1, 2008, \$1,706 effective September 1, 2009, \$1,757 effective September 1, 2010 and \$1,810 effective September 1, 2011.**
- 18.11 Members of the College of Psychologists authorized to perform the Controlled Act of Diagnosis shall be paid an allowance of **\$1,656 effective September 1, 2008, \$1,706 effective September 1, 2009, \$1,757 effective September 1, 2010 and \$1,810 effective September 1, 2011.** The payment of such allowance shall be pro-rated to the employee's basic time class.

ARTICLE 19

HOLIDAYS

19.01 Special Services Staff shall not be required to work on the following statutory holidays, and no amount shall be deducted from the pay which they are otherwise entitled to receive under Article 18 as a result of the failure to work on such holidays:

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

Any other day declared as a school holiday by the Minister of Education and Training or the Board, where applicable, and enjoyed by the Board's students.

ARTICLE 20

VACATIONS

- 20.01 It is understood and agreed that the annual salary as set out in 18.01 of special services staff members includes statutory holiday and vacation pay.
- 20.02 Community Relations Officers and Research Associates employed on a 12-month basis shall be entitled to four (4) weeks' vacation during each calendar year.
- 20.03 **Community Relations Officers and Research Associates shall be entitled to the following amount of long service vacation:**

| <u>Years of Service</u> | <u>Amount of Vacation</u> |
|-------------------------|------------------------------------|
| 17 | five (5) weeks |
| 23 | five (5) weeks plus one (1) day |
| 24 | five (5) weeks plus two (2) days |
| 25 | five (5) weeks plus three (3) days |
| 26 | five (5) weeks plus four (4) days |
| 27 | six (6) weeks |

ARTICLE 21

PHYSICALLY CHALLENGED

- 21.01 In the event that the Board wishes to employ a person or to arrange for the return to work of a special services staff member who has a disability that constitutes a handicap (as defined in section 9(b) of the Human Rights Code) in the performance of any work to be done by such a person or special services staff member for the Board, the Board may, with the written consent of the Local Association and the person or special services staff member concerned or the parent or guardian thereof, enter into an arrangement in writing which provides for a wage rate, benefits and/or hours of work less than those provided in this agreement.

ARTICLE 22

OCCUPATIONAL HEALTH AND SAFETY

- 22.01 The Board recognizes the entitlement of the Local Association to appoint one representative, plus one alternate, to the Support Staff Joint Occupational Health and Safety Committee.
- 22.02 The Local Association and the Board shall establish a joint Health and Safety Committee.
- 22.03 The Board shall post up-to-date copies of the Occupational Health and Safety Act and the Asbestos Regulations in a prominent location in each staff room not later than September 30 of each school year.
- 22.04 (a) The Board shall provide glare and radiation retarding shields on all video display terminals as soon as practicable.
- (b) In the event of pregnancy of a special services staff member working with a Video Display Terminal and subject to agreement of both parties and the professional qualifications required, the special services staff member will be offered, if available and if there will be no additional cost to the Board:
- i) a temporary transfer into a vacant position covered by this Collective Agreement;
 - ii) an exchange of positions with another special services staff member with the mutual agreement of the employees and department heads involved; OR
 - iii) a position as temporary help as available for the duration of the pregnancy.

ARTICLE 23

TRAVEL ALLOWANCES

- 23.01 (a) Special Services staff members required to use their vehicles for approved travel in connection with their assignment, shall be paid a travel allowance at the following rate:

\$0.44 per kilometre for the first 5,000 kilometres in a calendar year
\$0.37 per kilometre for subsequent kilometres travelled

Effective September 1, 2009

\$0.48 per kilometre for the first 5,000 kilometres in a calendar year
\$0.43 per kilometre for subsequent kilometres travelled

Effective September 1, 2010

\$0.50 per kilometre for the first 5,000 kilometres in a calendar year
\$0.45 per kilometre for subsequent kilometres travelled.

- (b) Employees shall be eligible for reimbursement for parking charges incurred while on Board business, subject to submitting an original receipt. This provision does not apply to parking charges incurred for attendance at Board facilities or locations, or where free parking is otherwise available nearby.
- (c) For the purposes of record keeping, each day's kilometers count begins and ends at the employee's central work location.
- 23.02 A special services staff member entitled to a reimbursement under 23.01, shall have public liability and property damage insurance for the vehicle in the amount of \$500,000 or such other amount as the Board's insurance brokers may recommend to the Board from time to time. If requested, the special services staff member shall furnish evidence of this insurance to the Board.

ARTICLE 24

RENEWAL, AMENDMENT AND TERMINATION

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

EXECUTED at Toronto as of the date first above written.

TORONTO CATHOLIC DISTRICT
SCHOOL BOARD

Danferson
B. Ankwich
A. Gatto
A. Gussner
A. Heupol

ASSOCIATION OF PROFESSIONAL
STUDENT SERVICES PERSONNEL

[Signature]
Julie M. Peter
[Signature]
[Signature]
[Signature]
[Signature]

APPENDIX A

LETTER OF INTENT RE PROGRAM AND SPECIAL SERVICES WORKSITE
AND CENTRAL OFFICE MEETINGS

If no monthly meetings are held in Central Office or Worksites at which Special Service staff members are in attendance, the Board agrees that Special Service staff members can request meetings, but not more often than quarterly, to discuss matters of concern to the members as relates to their employment in Central Office or at the Worksite. A proposed agenda shall be provided with any request for such a meeting.

APPENDIX B

Letter of Agreement - LTD

This will confirm that the parties have agreed to the following matters in addition to the matters set out in the collective agreement.

1. (a) The Board shall deduct from each pay of each special services staff member and forward to **the carrier of the Plan, as authorized by the Association, such** respective percentages of gross salary the Association states are required for membership by each of the special services staff members in the Long Term Disability Plan ("LTD Plan") **and applicable related deduction(s) for the AD & D portion of the LTD Plan. The Board shall make such deductions only from those special service staff members receiving regular salary payments from the Board.**
 - (b) There shall be no such deductions in the case of a special services staff member whom APSSP has informed the Board is not a member of the LTD Plan.
 - (c) **The Association and/or its designate (Corporate Benefit Analysts Inc.)** shall be responsible for the administration of such Plan, including informing in writing the Board, through the Superintendent of Education, Human Resources, of the amount of such premium deductions and any adjustments in such **premium deductions** and the names of any special services staff members from whom such deductions are not to be made.
 - (d) **The Board shall continue with any current practice of advising special services staff members to contact their Association with respect to LTD related questions in relation to any leaves of absence.**
2. In consideration of the Board agreeing to make the deductions referred to in paragraph 1 above, **APSSP and/or its designate,** agrees to indemnify the Board and hold it harmless against any and all suits, claims, demands or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the said paragraph 1 or in reliance on any list, notice or information that shall have been furnished to the Board by the Association.

APPENDIX C

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

PLAN FOR SICK LEAVE AND RETIREMENT GRATUITY

PART 1 - GENERAL

1. Under authority of section 39 of the School Administration Act, 1967, now The Education Act, a plan for SICK LEAVE AND RETIREMENT GRATUITY based on sick leave credit was revised as of September 1, 1969, for every employee eligible under section 5 hereof and, subject to the final authority of the Board, the administration of the plan shall be vested in the Director of Education.
2. The Director of Education shall have the power to do and perform all things necessary for the conduct of the plan including the power, subject to appeal to the Board, to allow or disallow any sick leave credit or deduction therefrom under this plan and to compute upon severance of employment, the gratuity, if any, payable to the employee.
3. The Director of Education shall direct that records of sick leave credits, accumulated sick leave and deductions therefrom be maintained.
4. In the case of dispute with respect to any matter concerning the operation of this plan, the decision of the Board shall be final.
5.
 - (a) All employees of the Board or the permanent or probationary staff other than those subject to other agreements shall be included under this plan.
 - (b) Persons employed on a part-time basis shall be included under this plan. The benefits will be calculated on a pro rata basis. A supply secretary who is assigned to a particular school or other place of work for at least three continuous months shall be eligible for two days of paid sick leave on the basis referred to in section 16.04 of the collective agreement but may not accumulate any unused sick leave beyond the period of such assignment.
 - (c) Temporary employees who are employed for a specific period of time shall be entitled to sick leave credits on a pro rata basis. However, temporary employees who are employed on a day-to-day basis, or at any hourly rate of payment, shall not be included under this plan.

6. Sick leave credits shall be calculated for a working year of ten (10) months from September 1 at the rate of two (2) days per month. Sick leave credits shall be calculated for a working year of more than ten (10) months from January 1 at the rate of two (2) days per month. For any employee commencing employment after the first day of the working year, the sick leave credit shall be prorated at the stated rate per month from the date of commencing employment until the end of the working year.
7. At the commencement of employment, and at the beginning of each working year, the employee's sick leave account shall be credited with the total current year's sick leave allowance at the stated rate per normal working month.
8. One hundred per centum (100%) of unused sick leave may be accumulated.

PART 2 - INITIAL CREDIT AND TRANSFER

1.
 - (a) Cumulative sick leave credits under Cumulative Sick Leave Plan in operation prior to September 1, 1969, will be credited to the employee's account in the revised plan.
 - (b) Initial credits shall apply to employees of the Board on September 1, 1969.
2. Where an employee of a municipality or local board, which has established a sick leave credit plan under The Municipal Act or similar legislation, becomes an employee of this Board on or after the effective date of this plan (September 1, 1969), said employee shall be entitled to have placed to the employee's credit the sick leave credits standing to said employee's credit in the plan of the municipality or local board by which the employee was previously employed to the maximum allowed under the Toronto Catholic District School Board plan.
3. Where an employee of this Board becomes an employee of another board or municipality, said employee shall be entitled to a transfer of the employee's sick leave credit to the sick leave plan, if any, of the new employer. (Ref. The Municipal Act, section 386, paragraph 49)
4. No transfer into, or out of, the sick leave credit plan of this Board shall be made if the employee receives from the first of the two employers a gratuity or other allowance paid in respect to accumulated sick leave.

5. In the event of re-employment of an employee, the Board shall reinstate the accumulated sick leave allowance held by the employee on resignation, provided that the employee has not had intervening employment that interrupted the continuity under which such sick leave credits are accumulated and that the period of non-employment does not exceed six (6) months from the date of resignation.

PART 3 - ABSENCE WITH DEDUCTION FROM SICK LEAVE CREDIT

1. Absence for illness of the employee for a period of three (3) consecutive working days or less may be certified by the school principal or by the official of the Board in charge of the appropriate department. Absence over three (3) consecutive working days must be certified by a qualified medical or dental practitioner and it is the responsibility of the employee to provide this evidence to the Board within five (5) days after returning to duty. The Board reserves the right to have a medical practitioner of its own choice make an examination of an employee at any time before allowance for sick leave is given or while benefits from the plan are being received.
2. Deductions shall be made from an employee's sick leave credit for the number of days of absence because of illness. No salary payment shall be made to the employee for absence beyond the number of days to said employee's credit in the sick leave plan.
3. If an employee submits a resignation effective earlier than the last day of the working year, deduction shall be made from the sick leave credit for the remaining months of the year at the stated rate of allowance per month, or fraction thereof.

PART 4 – WORKPLACE SAFETY AND INSURANCE BOARD

Under the Workplace Safety and Insurance Act, this Board provides protection for its employees for loss of salary due to injury sustained in the course of duty. Absence of one working day or less will be charged to sick leave credit. Absences in excess of one day will not be charged to sick leave credit.

PART 5 - RETIREMENT GRATUITY

1. An employee, upon retirement or death, shall be entitled to a gratuity based on the unexpended portion of the employee's sick leave credit (less any accumulated credits which have been used for leave purposes) in accordance with the following:

- i) the employee's normal weekly salary at the time of retirement or death shall be divided by 5. The result shall be multiplied by the number of unused accumulated days of sick leave times a percentage determined by crediting 1% for each of the employee's first 10 years of service with the Board plus 2% for each additional whole year of service up to and including the employee's 14th year and 3% for the 15th year and each additional year of service thereafter but in no circumstances shall such gratuity exceed 50% of the employee's annual rate of salary at the date of such retirement or death;
 - ii) only employees 60 years of age and over or receiving a pension from the OMERS Pension Fund shall be entitled to such gratuity;
 - iii) employees on staff as of June 30, 1969, may have their sick leave accumulated and their retirement gratuity calculated on the plan in force on June 30, 1969;
 - iv) no employee shall be entitled to more than an amount equal to the employee's salary, wages or other remuneration for one-half the number of days standing to the employee's credit and in any event not in excess of the amount of one-half year's earnings at the rate received by the employee immediately prior to termination of employment (ref. The Education Act and the Municipal Act);
 - v) the computation of the gratuity shall be based only on sick leave accumulated in service with this Board.
2. The retirement gratuity shall be paid in one amount on the first of the month following termination of employment, according to the option of the employee.
 3. In the event of the death of an employee, the retirement gratuity calculated on the cumulative sick leave credits at the time of death shall be paid to the beneficiary named in the employee's Group Life Insurance Policy.
 4. The Board shall have the right at all times to withhold payment of a gratuity to a person discharged for reasons which the Board may deem to have moral or legal implications.

PART 6 - AMENDMENT OR REPEAL

The Board reserves the right to amend, repeal or re-enact any clause of the plan.

APPENDICES "D(1)", "D(2)" AND "D(3)"
ARE APPENDED TO THIS COLLECTIVE AGREEMENT
FOR INFORMATION ONLY

APPENDIX "D(1)"

HUMAN RESOURCES - MISCELLANEOUS

SABBATICAL LEAVE FOR POSTGRADUATE STUDY

H.M.04

Policy

A sabbatical leave may be granted by the TCDSB upon the recommendation of the Director of Education for approved postgraduate study to an employee who is not provided for within a collective agreement.

Regulations:

1. (a) Employees with seven (7) years of successful experience with the TCDSB may apply for a sabbatical to undertake an approved postgraduate program of studies and will be paid 80% of their regular salary plus benefits.
- (b) Employees who undertake any program of studies at the request of the TCDSB shall be paid 100% of salary plus benefits and reimbursed for tuition fees.
2. The sabbatical study leave shall not exceed one year.
3. (a) The salary paid during a sabbatical leave shall be considered as a loan.
- (b) One-third of the loan will be considered repaid for each year of employment after reassignment.
4. Applications for a sabbatical leave shall be made on or before the 31 December of the year preceding the special leave.
5. The TCDSB may grant up to two (2) sabbatical leaves per year.

APPENDIX "D(2)"

HUMAN RESOURCES - MISCELLANEOUS

SABBATICAL LEAVE FOR UNDERGRADUATE OR NON DEGREE STUDY H.M.05

Policy A sabbatical leave may be granted by the TCDSB upon the recommendation of the Director of Education for approved undergraduate/non degree study to an employee who is not provided for within a collective agreement.

Regulations:

1. Support personnel with seven (7) years of successful experience with the TCDSB may apply for a sabbatical to undertake an approved undergraduate/non degree study and 100% of their regular salary plus benefits will be paid.
2. The sabbatical study leave shall not exceed one year.
3.
 - (a) The salary paid during a sabbatical leave shall be considered as a loan.
 - (b) One-third of the loan will be considered repaid for each year of employment after reassignment.
4. Applications for a sabbatical leave shall be made on or before the 31 December of the year preceding the special leave.
5. The TCDSB may grant up to two (2) sabbatical leaves per year.

BM p 188, 16 Oct 86; BM, 17 May 84; BM p 514, Jun 73.

APPENDIX "D(3)"

HUMAN RESOURCES - MISCELLANEOUS

CATHOLICITY AND SCHOOL SUPPORT H.M.08

Policy

1. All teaching personnel and others who work directly with children shall be Catholics unless otherwise approved by the TCDSB or specifically exempted by legislation.
2. All TCDSB personnel hired subsequent to 31 October 1969 shall be required to be separate school supporters if eligible by law to be separate school supporters.
3. Notwithstanding 2. hereof, all members of the Executive Council shall be separate school supporters.

BM p 188, 16 Oct 86; BM p 1324, Oct 69.

APPENDIX E

PREGNANCY AND PARENTAL LEAVE

SECTIONS 45-49 OF THE EMPLOYMENT STANDARDS ACT

45. In this part,

“parent includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own, and “child” has a corresponding meaning; (“pere ou mere”).

“Same sex partner” means either of two persons of the same sex who live together in a conjugal relationship outside marriage; (“partenaire de meme sexe”).

“Spouse” means,

- a) a spouse as defined in section 1 of the Family Law Act, or
- b) either of two persons of the opposite sex who live together in a conjugal relationship outside marriage.

Pregnancy leave

46. (1) A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment.

When leave may begin

- (2) An employee may begin her pregnancy leave no earlier than the earlier of,
 - (a) the day that is 17 weeks before her due date; and
 - (b) the day on which she gives birth.

Exception

- (3) Clause (2) (b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage.

Notice

- (4) An employee wishing to take pregnancy leave shall give the employer,
 - (a) written notice at least two weeks before the day the leave is to begin; and
 - (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date.

Notice to change date

- (5) An employee who has given notice to begin pregnancy leave may begin the leave,
 - (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

Same, complication, etc.

- (6) If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,
 - (a) written notice of the day the pregnancy leave began or is to begin; and
 - (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,
 - (i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date;
 - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage.

End of pregnancy leave

47. (1) An employee's pregnancy leave ends,
- (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
 - (b) if she is not entitled to parental leave, on the day that is the later of,
 - (i) 17 weeks after the pregnancy leave began, and
 - (ii) six weeks after the birth, still-birth or miscarriage.

Ending leave early

- (2) An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave.

Changing end date

- (3) An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

Employee not returning

- (4) An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.

Exception

- (5) Subsection (4) does not apply if the employer constructively dismisses the employee.

PARENTAL LEAVE

48. (1) An employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.

When leave may begin

- (2) An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time.

Restriction if pregnancy leave taken

- (3) An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.

Notice

- (4) Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin.

Notice to change date

- (5) An employee who has given notice to begin parental leave may begin the leave,
 - (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

If child earlier than expected

- (6) If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,
 - (a) the employee's parental leave begins on the day he or she stops working; and
 - (b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work.

End of parental leave

- 49. (1) An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise.

Ending leave early

- (2) An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.

Changing end date

- (3) An employee who has given notice to end his or her parental leave may end the leave,
 - (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

Employee not returning

- (4) An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.

Exception

- (5) Subsection (4) does not apply if the employer constructively dismisses the employee.

APPENDIX F

LETTERS OF UNDERSTANDING

RE: Career Opportunities

The Parties believe that APSSP **members** shall be accorded every opportunity to pursue positions within the Board that **are made** available, commensurate with appropriate professional and applicable expertise.

APPENDIX G

RE: Interpreters

In the event that the Board employs Interpreters, they will be paid the wages and benefits listed in the collective agreement expired August 31, 1998 plus any additional wage increases and benefit improvements found in subsequent collective agreements.

APPENDIX H

LETTER OF UNDERSTANDING

RE: Joint Committee Related Experience

The Joint Committee on Related Experience shall meet to review any unresolved complaints on the application of previous related experience. Any complaints which the committee is unable to resolve by March 31, 2009 may proceed to arbitration under Article 10.

APPENDIX I

LETTER OF UNDERSTANDING

COMMUNITY RELATIONS OFFICER JOB CLASSIFICATION

The parties agree to establish, within 60 days of the ratification of this collective agreement, a Joint Committee for the purposes of undertaking the evaluation of the Community Relations Officer job classification within the Board's existing job evaluation procedures.

APPENDIX J**LETTER OF UNDERSTANDING****WORKING CONDITIONS**

The Board shall endeavour to provide adequate space, privacy, equipment, supplies, resources, administrative support (to log referrals and open student files), and secure file storage to enable APSSP members to appropriately and ethically perform their professional duties. Such space shall include adequate ventilation and shall ensure a minimum of noise, disruption and extremes in temperature. APSSP members are not expected to absorb the cost of such items.

APSSP members will continue to exercise their professional care in the use of Board property. In the circumstances of a loss or theft, APSSP members will follow the appropriate procedures to report that loss. APSSP members are not expected to absorb the cost of lost or stolen items whether the value of the lost or stolen item is less than \$1,000 or greater than \$1,000 (e.g. laptop computer).

The Superintendent of Special Services shall meet with the APSSP Working Conditions Committee at least two times per school year (or as requested by either party) to discuss working condition issues related but not limited to: work sites, communications, basic supplies and resources, equipment – training and management, administrative support, professional development, workload, and the filling of vacant positions.

APPENDIX K**LETTER OF UNDERSTANDING****FUNDING ENHANCEMENT FOR PROFESSIONAL DEVELOPMENT**

In accordance with the conditions set out in Section 3 of the PDT Agreement dated May 14, 2008 the Board will transfer the Bargaining Unit's proportional share of the one-time enhancement directly to the Bargaining Unit by December 31, 2008, for the purpose of professional development, training and equipment. The allocation for the use of the Bargaining Unit's proportional share of the Ministry of Education's funding enhancements for Professional Development and Training in the GSN shall be the ratio between the Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-2007 Financial Statements. The Board shall share the financial analysis and calculations of this allocation with the Association.

APPENDIX L**LETTER OF UNDERSTANDING****STAFFING ENHANCEMENT**

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 2009-2010 under this enhancement

The Board will apply this enhancement in 2009-2010 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 in the bargaining unit that may otherwise have occurred between the 2008-2009 and 2009-2010 school years due to declining enrolment;
- Use all remaining funds to hire additional Board-employed Professional and Para-professional Support staff in the bargaining unit in 2009-2010 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 counsellors, social workers, community relations officers, speech-language pathologists, audiologists, psychologists, psychological associates and psycho-educational consultants. Special consideration will be given to the needs of Grade seven (7) and eight (8) students.
- The Board will share the financial analysis and calculations of this allocation with the Bargaining unit.

APPENDIX M

LETTER OF UNDERSTANDING

PROVINCIAL COMMITTEES

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

APPENDIX N

LETTER OF UNDERSTANDING

PARTNERSHIP – EXTERNAL AGENCIES

In the event that a provincial Protocol Template and/or Guiding Principles is developed in accordance with the Provincial Discussion Table Agreement with APSSP for partnerships with external agencies in the areas of regulated health, social service and paraprofessionals, the parties to this collective agreement agree to establish a joint committee of up to three representatives of both parties to address the manner in which such provincially developed and mandated Protocol Template and/or Guiding Principles if any are to be implemented.

APPENDIX O

LETTER OF UNDERSTANDING

RETROACTIVITY

The wage and salary adjustments agreed to by the Parties effective September 1, 2008 shall be made retroactively to all employees effective September 1, 2008 and shall include all employees having terminated their employment with the Board since that date.

APPENDIX P

LETTER OF UNDERSTANDING

EMPLOYEE BENEFITS

The Board and the Association agree that the Board's share of the 2008-2009 benefits funding announced in the August 2007 enhancements and allocated through the increased benchmarks in the Grants for Student Needs (GSN) on March 26, 2008 shall be used to assist the Board with existing cost of benefits.

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

The parties agree to establish a joint committee to meet following release of the GSN for the 2010-2011 school year to discuss the APSSP enhanced benefit allocation.

By June 1, 2010, APSSP will inform the Board of the benefit enhancements that will come into effect September 1, 2010.

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 2008-2009 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 the bargaining unit's allocated amount under this enhancement.

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

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