

MEMORANDUM OF AGREEMENT

BETWEEN:

The Waterloo Catholic District School Board
Hereinafter referred to as “the WCDSB”

and

The Association of Professional Student Services Personnel (APSSP), Waterloo Chapter
Hereinafter referred to as “the Association”

The WCDSB and the Association herein agree that the term of the APSSP, Waterloo Chapter Collective Agreement shall be in place from September 1, 2022 to August 31, 2026.

The Memorandum of Settlement between APSSP and The Ontario Catholic School Trustees Association and agreed to by The Crown will form Part A of the complete agreement between the WCDSB and The Association.

Subject to ratification by the WCDSB’s Board of Trustees and the members of APSSP, Waterloo Chapter, the parties agree to the status quo as currently exists in the expiring APSSP Collective Agreement, except for the following amended articles and as attached to this Memorandum of Agreement:

Therefore, the parties agree and acknowledge as follows:

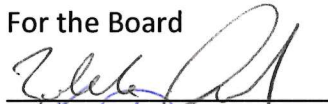
1. The attached Appendix hereto constitutes a settlement of a New Collective Agreement with respect to issues that are within the scope of local bargaining
2. Any provisions that are within the scope of local bargaining that are not addressed herein shall remain as per the language of the current Collective Agreement.
3. The settlement of the new Collective Agreement with respect to issues that are within the scope of local bargaining shall be recommended for ratification by the parties to their respective.
4. Any proposal or position which may have been taken or submitted by either of the parties hereto and which are not part of this Memorandum of Settlement are hereby withdrawn.
5. Following ratification, the parties agree to sign a collective agreement that: incorporates the terms of the collective agreement, and includes all editing, renumbering and typographical adjustments that may be required, subject to errors and omissions.

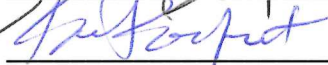
6. Upon ratification, the accompanying Appendix shall also be appended to the existing Collective Agreement between the parties, forming a part thereof, and be enforceable on the same basis.

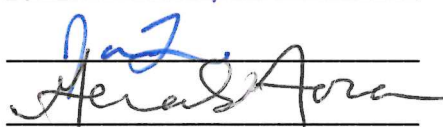
7. The Association of Professional Student Services Personnel intends to complete the ratification process by June 30, 2023, and the Waterloo Catholic District School Board intends to complete the ratification process by September 11, 2023.

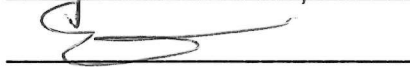
Signed in Kitchener, Ontario this 13th day of June, 2023

For the Board

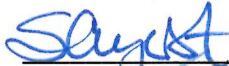









For APSSP, Waterloo Chapter





APPENDIX

Divide the Local Terms into 3 different areas: Common Terms, Section 1 – Professional Support Services, Section 2 - Chaplains

- “Common Terms” will include the terms and conditions that apply equally to all groups in APSSP
- “Section 1 – Professional Support Services” will include terms and conditions that apply exclusively to professionally regulated support service classifications in APSSP
- “Section 2 – Chaplains” will include the terms and conditions that apply exclusively to Chaplains

Renumber articles and articles referenced throughout the Collective Agreement.

3.01 In this agreement:

- (a) "Board" and "Employer" mean the Waterloo Catholic District School Board;
- (b) "Association" means the Association of Professional Student Services Personnel Association;
- (c) "employee" and "employees" mean any of or all or the employees in this bargaining unit as provided for in the Recognition Clause **unless the term "employee" or "employee" is referenced in Section 1 or Section 2 of this agreement;**
 - (i) **"employee" and "employees" in Section 1 means employees in professionally regulated support service classifications.**
 - (ii) **"employee" and "employees" in Section 2 means chaplains.**
- (d) "permanent" employee means an employee who is employed on a regular, continuing basis, either full-time or part-time, who is not on a temporary contract, and who has completed the probationary period;
- (e)(i) "temporary contract employees" are those employees hired by the Board on a temporary basis, and whose period of employment is for more than twenty (20) consecutive working days but is not longer than one (1) full school year or;
 - (ii) employees hired to replace permanent employees who are on a leave of absence.
- (iii) For the purpose of this Collective Agreement, temporary employees hired after January 26, 2006 will be covered under this Collective Agreement except for the following from Article 8: 8.01, 8.02, 8.03 and 8.04 Seniority and Service.

- (f) "probationary" employees are those employees who have not completed the probationary period as set out in this agreement;
- (g) "part-time employees" are those employees who work less than five (5) full working days per week for the Board;
- (h) "full-time employees" are those employees who work five (5) full working days per week;
- (i) "working days" and "days" mean any day that is a regular working day for members of this bargaining unit.
- (j) "work year" means the school year.

7.04 Dues Deduction

Annual dues shall be deducted equally ~~across twenty-six (26) pay periods~~ from the pay of each employee who is covered by this Agreement to whom any pay is due. Employees who begin employment after September 1 of a given year shall have a pro-rated amount of dues deducted across the remaining pay periods in the year. The Association shall notify the Board in writing of the amount of such dues prior to September 1st of each year, and from time to time subsequently if the dues change. The amount deducted from each employee shall be collected and remitted to the Treasurer of the Provincial Association through direct deposit, along with a list of those employees for whom deductions were made to be sent to the Provincial Association and the Chapter, in a timely manner.

8.01 Seniority

Seniority shall be established within each ~~professional~~ classification as described in Article 2.01, and shall be determined in accordance with last date of hire, except where otherwise provided for in this agreement. **Seniority between employees with the same date of hire will be determined by a lottery, conducted jointly by the parties.**

16.01 (a) In the event that the Board needs to reduce the workforce, the Board shall endeavour to meet its goals through attrition, and other mutually acceptable arrangements reached in discussions with the Chapter.

(b) Notice of Layoff

- (i) The Board shall meet with Chapter representatives at least two (2) months, exclusive of July and August, in advance of any planned layoff to discuss the reasons for the lay-off and the anticipated effect of it. In emergency or unexpected circumstances the Board will endeavour to provide at least two (2) months' notice, or as much notice as possible.
- (ii) Unless the *Employment Standards Act* is more favourable, the Board will provide two (2) months notice of layoff (exclusive of July and August), or pay in lieu of notice, to each affected employee. A copy of any such layoff notice will be sent to the Chapter President at the same time as it is sent to the individual employee(s).

16.02 Where the provisions of 16.01 are insufficient and a layoff of employee(s) becomes unavoidable, the Board agrees that employees shall be laid off in the reverse order of their ~~professional~~ classification seniority.

~~16.03 For the purpose of layoff, where there is a tie in seniority between employees, the following sequence shall apply:~~

~~(a) total accumulated days of experience with this Board in the applicable classification, regardless of any breaks in employment;~~

~~— if a tie still exists:~~

~~(b) total years of experience in the applicable classification, with any employer; if a tie still exists:~~

~~(c) selection lottery, conducted jointly by the parties.~~

16.03 No employee shall be laid off while a probationary or temporary employee is employed at a job in that employee's classification, or at a job in the bargaining unit for which that employee is "qualified".

16.04 All laid off probationary and permanent employees have the right to be recalled for two (2) years from the date of their layoff. No new employees will be hired until all employees on the recall list, who are qualified to do the available work, are recalled. Recall will occur in order of seniority.

19.01 Bereavement Leave

Bereavement Leave shall be granted under the following terms and conditions:

- (a) In the event of the death of an employee's spouse, child, step-child, ward, brother, sister, parent, or step-parent leave will be granted without loss of pay or service credit for up to five (5) working days within an eight (8) calendar day period beginning with the date of death. One (1) of the five (5) days may be used after the eight (8) consecutive calendar days from the date of death if it is used within six (6) months from the date of death for the purpose of attending a funeral or interment.
- (b) In the event of death of an employee's mother-in-law, father-in-law, fiance/fiancee, grandchildren, grandparent or **step-grandparent**, leave will be granted without loss of pay or service credit for three (3) working days within an eight (8) calendar day period beginning with the date of death.
- (c) At the discretion of the Office of Human Resource Services one (1) day will be granted for the purpose of attending a funeral.

19.09 Personal Obligation Days

APSSP staff members will have access to up to two (2) days per school year. ~~These days will be charged against sick leave.~~ They are non-cumulative. These days will be granted with the approval of the immediate supervisor or designate. Part-time members will have access to a pro-rated amount of time. In cases of emergency where the day cannot be pre-scheduled, the employee will inform their immediate supervisor by phone or email when time reasonably permits once the emergency situation has subsided.

These days cannot be scheduled on the school days before or after a break (March, Christmas and Summer), or before or after a Statutory holiday. Requests should not conflict with professional activity days or with the start up/end of a school term. Personal Obligation Days shall not be combined with a request for unpaid leaves of absences.

LETTERS OF UNDERSTANDING

The Board wishes to renew all Letters of Understanding

NEW LETTER OF UNDERSTANDING – MARKET SURVEY

The Board will engage in a market survey of the positions in the APSSP agreement during the course of this collective agreement.

NEW LETTER OF UNDERSTANDING – PROFESSIONAL DEVELOPMENT REQUESTS

The parties agree to meet during the term of the collective agreement to discuss a process for requesting approval to attend paid conferences, conventions and programs noted in 17.01, The process will include the submission of an electronic request form to the employee's supervisor and Principal of Student Services and Education and Community Partnership Programs.

NEW LETTER OF UNDERSTANDING – WORKING FROM HOME

Employees may request to work remotely, in accordance with *APS 049 Remote Work* on professional development day(s) that align with their primary work location, and where they are not required to participate, lead or attend in person professional development. All employees must be accessible and able to attend the worksite, if necessary.

GENDER NEUTRAL AND TITLE CHANGES

- Amend the words "his/her" to "their" or "the employee's"
- Amend the words "he/she" to "they" or "the employee"
- Replace the job title "Senior Manager of Human Resources" with "Manager of Labour Relations"
- Change all references to "psychoeducational consultant" to "Psychological Associate"

PARKING - Agreed

Social Workers will be provided with parking passes to enable them to park at the Board Office.