

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 24th day of January, 2000

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

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 sexual harassment policy and complaint procedure, 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 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.

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 officer's 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 member's 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, Personnel Services of the Board and the Secretary of the Local **Association**.
- 7.02 The Superintendent of Education, Personnel will notify the Secretary of the Local **Association** of all hirings and terminations of employment within two (2) weeks of reporting such actions to the Board and of receiving Board approval where required.
- 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, 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 Director of Finance of the 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.

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 grievance with a **representative of the Association, who may discuss the matter with the Superintendent of Education, Personnel Services.**
- (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. 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 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 hired for a permanent position or a Board employee transferring from a position outside the bargaining unit covered by this Agreement) 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) Notwithstanding sections 11.01 and 11.02(a) above, the Board may, in its discretion, reduce the probationary period to a period of less than twelve

(12) calendar months but not less than **six** (6) calendar months for a new special services staff member who was a term employee for a period of at least six (6) continuous months immediately prior to being hired for a permanent position. Such special services staff member shall be notified of the completion of the special services staff member's probationary period, and upon completion, the special services staff member shall be entered on the seniority list and shall rank for seniority from the date of commencement of the continuous term period in question.

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 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.

(b) The classifications referred to in sub-clause (a) above shall be the classifications referred to in Article 1.01 hereof, namely:

- i) **psychologists/psychoeducational consultants/psychological** associate,
- 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 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, Personnel 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 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, Personnel within ten (10) working days after the occurrence of the matter which is the subject of the grievance.
- 12.02 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.
- 12.03 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.
- 12.04 (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 personnel file maintained at the Board's Personnel Office with prior arrangement made with the Superintendent of Education, Personnel. 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.

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, of which the Board had notice by the immediately preceding August 1, and 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 on the bulletin boards and in the Director's Bulletin or otherwise inform special services staff members for ten (10) working days, setting forth the duties of the position, work location and the qualifications therefor. Professional supervisors are encouraged to inform their respective staff members of relevant openings in positions covered by this collective agreement, but failure to do so shall not constitute a violation of the 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 special services staff member 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 in the judgement of the Board, which shall not be exercised in an unfair and unreasonable manner, factor (ii) is relatively equal ~~as~~ between two or more special services staff members, their relative seniority shall govern.

- (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.
- 13.07 The Board shall notify the Recording Secretary of **Association of Professional Student Services Personnel** by the 15th of each month of all hirings, including the address of each new employee, layoffs, recalls, transfers, completions of probation, and termination of employment.

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 **Effective September 1, 1999** the Board shall continue the **Great West Life Dental Plan** based on the applicable **1995 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. The Board shall pay 100% of the premiums for the basic plan with Riders 1 and 2. Effective April 1, 1992 the Board shall pay 100% of the premium for the major restorative and orthodontic riders.

- 14.03** **Effective February 1, 2000** 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 \$150/24 Vision Care Plan**, and pay an amount equal to **100%** of the premiums in effect on **June 30, 1999**.

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 premium in force on March 1, 1993. 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 is subject to any waiting period imposed by the carriers of the plans and 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.

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.

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 and father-in-law 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 or grandchild of the special services staff member up to two (2) working days without lost 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 F). 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

upon appropriate verification to the Board. This allowance shall be the same amount as the special services staff member receives in benefits from the Employment Insurance for a two week period.

- (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 remainder of 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 Personnel 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 take 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 (1).
- (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

Special 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 for 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, Personnel 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 Personnel Department. The forms will be available on January 1 and must be received by the Personnel 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 staffmember 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 staffmember 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 **14.03**, **14.04** and **14.05** 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. buy 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.
- (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 are 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

WORKPLACESAFETY 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 September 1, 1999

0	48,059.86
1	50,220.19
2	52,380.52
3	54,540.85
4	56,701.18
5	58,861.51
6	61,020.81
7	63,182.17
8	65,341.47
9	67,502.82
10	69,662.12

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

- (b) **Psychological Associate**, Psychoeducational Consultants M.A.,
Social Workers M.S.W., Speech/language pathologists M.A. or
Equivalent Audiologists.

Step	September 1, 1999
0	40,027.39
1	42,271.17
2	44,515.97
3	46,758.72
4	49,002.49
5	51,248.33
6	53,492.10
7	55,735.88
8	57,979.66
9	60,224.46
10	62,467.21
11	64,712.01

(c) Attendance counsellors

Step	September 1, 1999
0	31,307.78
1	33,555.67
2	35,802.54
3	38,048.38
4	40,295.24
5	42,542.11
6	44,788.98
7	47,035.84
8	49,281.68
9	51,528.54
10	53,775.41

(d) Community Relations Officers

Step	September 1, 1999
0	36,631.85
1	38,660.32
2	40,686.72
3	42,714.15
4	44,740.56
5	46,769.02
6	48,796.45
7	50,822.86
8	52,850.29

(e) Research Associates

Step	September 1, 1999
0	42,850.14
1	44,885.81
2	46,922.52
3	48,959.22
4	50,995.93
5	53,032.64
6	55,069.34
7	57,106.05
8	59,141.72

Note: 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 staffmembers 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, while employed in Canada, 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, or the experience **has** been gained outside Canada, 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, 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.
- 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 \$901 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 \$901 above grid placement.
- (c) Special services staff members who hold an Ontario Teacher's Certificate will be paid an annual allowance of \$607 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 \$607 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.
- 18.09** Effective February 1, 2000, the Board shall apply grid restoration to the employees whose movement on the grid was restricted as a result of the Social Contract.
- 18.10** Effective September 1, 2000, a \$1,000 annual allowance **will** be paid to those who provide evidence of certification and registration in their respective College. This allowance will 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
 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.

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:
- \$0.36 per kilometre for the first 5,000 kilometres in a calendar year, and
\$0.29 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, 1998 and shall continue in effect until the 31st day of August, 2001 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**

Jessie Stewart
Marce South
E. Suburole
Maureen Quil
Mary Kisico
M. Maxin

**ASSOCIATION OF PROFESSIONAL
STUDENT SERVICES PERSONNEL**

Eveleen Steinhart
Diana Leitch
Hub Paul
Marine Jaroye
Lilli Janos
[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"

August 26 1985
August 26, 1991
August 30, 1993
August **29, 1994**
December **16, 1997**
(retro)
September 1, 1998

Lilli Jones
Chairperson
TCDSB Chapter
Association of Professional Student Services Personnel

Dear Ms. Jones:

Re: Long Term Disability Plan

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 Group Insurance Trust for members of the **Association of Professional Student Services Personnel** (Appendix B1), the respective percentages of gross salary the person designated states are required for membership by each of the special services staff members in the Long Term Disability Plan ("LTD Plan").
- (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 Group Insurance Trust shall be responsible for the administration of such Plan, including informing in writing the Board, through the Superintendent of Teacher Personnel, of the amount of such premium deductions expressed as a percentage of gross **salary**, and **any** adjustments in such percentage and the names of any special services staff members from whom such deductions are not **to** be made

2. In consideration of the Board agreeing to make the deductions referred to in paragraph 1 above, the Investment Guild Inc. 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.**

Yours very truly,

J. Stewart
Director of Education
**TORONTO CATHOLIC DISTRICT
SCHOOL BOARD**

We hereby acknowledge our agreement with the above.

FOR THE BOARD

J. Stewart
Mace South
P. Hebert
Maureen Ouil
Mary Kisicki
J. Maxim

FOR THE ASSOCIATION

Suzanne Stenhouse
J. L. Laille
Hub Cook
Marina Vanoye
Kelli János
[Signature]

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.

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

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

LETTER OF UNDERSTANDING

Dear Sirs/Mesdames:

The Parties believe that APSSP shall be accorded every opportunity to pursue positions within the Board that become available, commensurate with appropriate professional and applicable expertise. The Association and the Board shall meet annually to review how career advancement opportunities have been made available to APSSP members for their consideration and application.

FOR THE BOARD

Jeanne Stewart
Marcel Soule
Z. Schubert
Maureen Ouel
Zhang Kuo
P. Martin

FOR THE ASSOCIATION

Georgia Sternberg
Therese Little
Kirk Clark
Mairen Janga
Kelli Jones
J. [Signature]

APPENDIX F

THE EMPLOYMENT STANDARDS ACT
(Sections 35-45)

Definitions

34. In this Part,

"parent" includes a person with whom a child is placed for adoption and a person who in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;

"parental leave" means a leave of absence under subsection 38(1);

"pregnancy leave" means a leave of absence under subsection 35(1).

Pregnancy leave

35. (1) A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.

When leave may begin

(2) **An** employee may begin pregnancy leave no earlier ~~than~~ seventeen weeks before the expected birth date.

Notice

(3) The employee must give the employer,

(a) at least two weeks written notice of the date the leave is to begin; and

(b) a certificate from a legally qualified medical practitioner stating the expected birth date.

Special circumstances

36. (1) Subsection 35(3) does not apply in the case of **an** employee who stops working because of complications caused by her pregnancy or because of **a birth**, still-birth or miscarriage that happens earlier ~~than~~ the employee was expected to give birth.

Notice in special circumstances

- (2) **An** employee described in subsection (1) must, within two weeks of stopping work, give the employer,
- (a) written notice of the date the pregnancy leave began or is to begin; and
 - (b) a certificate from a legally qualified medical practitioner that,
 - (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
 - (vi) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.

End of pregnancy leave if parental leave available

37. (1) The pregnancy leave of **an** employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.

End of pregnancy leave if parental leave not available

- (2) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage. End of pregnancy leave on employee notice
- (3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day.

Parental leave

38. (1) **An** employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,
- (a) the birth of the child; or

- (b) the coming of the child into the custody, care and control of a parent for the first time.

Restriction on when leave may begin

- (2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

When mother's parental leave may begin

- (3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

Notice

- (4) The employee must give the employer at least two weeks written notice of the date the leave is to begin.

Special Circumstances

- 39b. (1) Subsection 38 (4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.

When leave in special circumstances begins

- (2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working.

Notice

- (3) An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working.

End of parental leave

40. Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day.

Change of notice to begin leave

41. (1) **An** employee who has given notice to begin pregnancy leave or parental leave may change the notice,
- (a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or
 - (b) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.

Change of notice to end leave

- (2) **An** employee who has given notice to end leave may change the notice,
- (a) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date; or
 - (b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end.

Rights during leave

42. (1) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

Benefit plans

- (2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.

Employer contributions

- (3) During an employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

Seniority

- (4) Seniority continues to accrue during pregnancy leave or parental leave.
Reinstatement
- 43. (1) The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

Reinstatement where employer's operations have been suspended, etc.

- (2) If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any.

Wages

- (3) The employer shall pay a reinstated employee wages that are at least equal to the greater of,
 - (a) the wages the employee was most recently paid by the employer; or
 - (b) the wages that the employee would be earning had the employee worked throughout the leave.

No discipline, etc. because of leave

- 44. An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.
- 45. Where an employer fails to comply with the provisions of this Part, an employment standards officer may order what action, if any, the employer shall take or what he shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the employer to the Director in trust for the employee.

R.S.O. 1980, c. 137, s. 39.

APPENDIX G

January 24, 2000

Letter of Understanding

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.

FOR THE BOARD

John Stewart
Marcel Soulet
B. Hubert
Marcin Ouil
Mary Louis
J. Maxim

FOR THE ASSOCIATION

George Steinhart
Jaroslav Wille
Paul La
Maxine Jany
Killi Jones
[Signature]

APPENDIX H

LETTER OF UNDERSTANDING

RE: Secondment to a Position Not
Included in the Recognition Clause

April, 1997

REVISED JANUARY 24, 2000

Subject to an offer by the TCDSB any APSSP member seconded within the Board to a position not included in the recognition provisions of this collective agreement shall have salary determined in accordance with the principles of Pay Equity, as determined by the parties.

At the time of the renewal of this Letter of Understanding, the parties acknowledge that there is one APSSP member affected. The incumbent is currently on the salary scale as per 18.01(b) at Step 11. The parties agree that he has the right to formally ask the Superintendent of Personnel Services for a review of his current position. All other rights and benefits of the collective agreement shall be maintained including seniority as per Article 11.

FOR THE BOARD

Joanne Stewart
Marc Soulet
B. H. Hivick
Maurice Ouel
Mary Louise
J. Martin

FOR THE ASSOCIATION

Georgia Stenhouse
Janina Pliska
Paul Lee
Marina Jarry
Lilli Jones
[Signature]

APPENDIX I

LETTER OF UNDERSTANDING

January 24, 2000

On October 1, 2000 the parties shall establish a joint committee to review and update job descriptions for all classifications.

FOR THE BOARD

John Stewart
Wendy Gould
B. Anderson
Maurice Quil
Mary Lisa
J. Martin

FOR THE ASSOCIATION

Georgia Stewart
Deanne Miller
Debra Carl
Monica Varney
Kelli Jones
[Signature]

APPENDIX J

January 24, 2000

LETTER OF UNDERSTANDING

Within one month of the ratification of this Collective Agreement by both parties, a joint committee shall be established to evaluate the positions of Research Associate and Attendance Counsellor.

The Joint Committee shall complete its report and recommendations within 6 months of its establishment.

FOR THE BOARD

Jeanne Stewart
Moral Soulet
B. Hubert
Maureen Ouil
Mary Keser
J. Maxim

FOR THE ASSOCIATION

Georgia Steinhart
Christina Lilla
Duke Clark
Maureen Jarayan
Kith Jarvis
[Signature]