

A G R E E M E N T



THE DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

AND

**THE ASSOCIATION OF PROFESSIONAL
STUDENT SERVICES PERSONNEL**



**SEPTEMBER 1, 2008
to
AUGUST 31, 2012**


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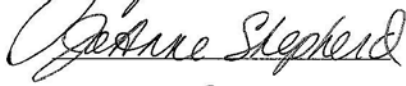
**ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL
COLLECTIVE AGREEMENT**


SEPTEMBER 1, 2008 – AUGUST 31, 2012

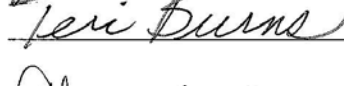
IN WITNESS WHEREOF the Board and the Employees have caused the attached Agreement to be signed in their respective names by their duly authorized representatives as of this 8th day of October 2008.

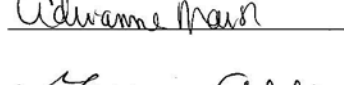
**DUFFERIN-PEEL CATHOLIC
DISTRICT SCHOOL BOARD**

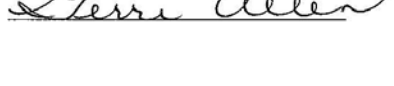







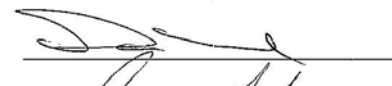





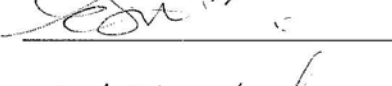


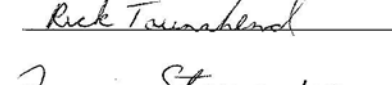
**ASSOCIATION OF PROFESSIONAL
STUDENT SERVICES PERSONNEL
(DUFFERIN PEEL CHAPTER)**

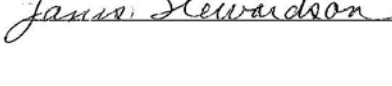












DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

ELECTED REPRESENTATIVES OF THE BOARD

Chair	B. Iannicca	
Vice Chair	A. Abbruscato	
Trustees	J. Anderson	E. O’Toole
	T. da Silva	M. Pascucci
	L. del Rosario	T. Thomas
	F. Di Cosola	L. Zanella
	S. Hobin	

ADMINISTRATION

Director of Education and Secretary to the Board	J. Kostoff
Associate Director, Corporate Services and Chief Financial Officer	J. Hrajnik
Associate Director, Instructional Services	R. Borrelli
Superintendent of Planning and Operations	J. Melito
Superintendent of Employee Relations	J. Geiser
Superintendent of Human Resources	P. McMorrow
Superintendent of Financial Services	G. Robinson
Superintendent of Program	M. Mazzorato
Superintendent of Special Education and Support Services	S. McWatters
Superintendent of Schools	L. Kazimowicz
	E. McGuire
	N. Milanetti
	G. Prajza
	M. Prospero
	C. Saytar
	A. Tucciarone

ELECTED REPRESENTATIVES OF THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL

President	D. Milne
Vice President Negotiations	T. Jenkins
Secretary	J. Stewardson
External Affairs	K. Page
Treasurer	E. Kennedy-Rutherford
Grievance	E. Sutherland-Ward
Public Relations	V. Lothian

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A G R E E M E N T

BETWEEN:

THE DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called “the Board” or “the Employer”)

and

THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL
(DUFFERIN-PEEL CHAPTER)
employed by the Dufferin-Peel Catholic District School Board
(hereinafter called “the Association” or “A.P.S.S.P.”)

P R E A M B L E

WHEREAS it is the goal of the Board to enhance and protect student programs within the Board’s ability to finance, and to provide the best possible Catholic educational service for the separate school children of the Regional Municipality of Peel and the County of Dufferin;

AND WHEREAS to achieve that goal it is essential that the Board and its Employees maintain the harmonious relationship which exists between them;

IT IS THE DESIRE OF THE BOARD AND ITS EMPLOYEES, to set forth in this Agreement, the salaries, allowances and certain other conditions of employment which govern its Employees.

ARTICLE 1 RECOGNITION

1.01

The Board recognizes the Association as the exclusive bargaining agent for all Psycho-Educational Consultants, Psychological Associates, Psychologists, Speech and Language Pathologists, Social Workers, and Child and Youth Workers, Senior Psychologists, Senior Child and Youth Workers, save and except Acting Chiefs of Service, Chiefs of Service and any Employee covered by another collective agreement.

1.02

At all negotiation meetings for the renewal of this Agreement, the Association may be represented by a Negotiating Committee composed of up to six (6) bargaining unit Employees as stated in a letter to the Board at the commencement of negotiations. Employees attending any negotiation, conciliation or mediation meeting during working hours, shall do so without loss of salary or sick leave credits. The Association Team may be accompanied at the table by an Association (provincial) representative, union consultant, and/or legal consultant.

1.03

The terms of this Agreement shall apply to all Employees while in the employ of this Board, unless specifically stated otherwise. The Negotiating Committee has a mandate to negotiate for those employed as defined in Article 1.05.

1.04

The Board shall not engage or assign any person **outside the bargaining unit**, employed on a permanent basis to perform job functions carried out by members of the bargaining unit **except in an emergency situation**.

1.05 Definition of Employees

The term "Employees" in all aspects of this Agreement shall mean persons covered by the Collective Agreement.

1.06

The Association recognizes and accepts that it is the sole and exclusive right and obligation of the Board to manage the affairs of the Board and to determine policies except as may be expressly agreed otherwise in this Agreement.

ARTICLE 2 DURATION AND RENEWAL

2.01

This Agreement shall have effect from September 1, **2008**, up to and including August 31, **2012**, and from year to year thereafter unless either party gives notice, in writing, within the **ninety (90) day period prior to the termination date**, that it desires to negotiate with a view to the renewal of this Agreement.

2.02

The Parties shall, within thirty (30) calendar days from the giving of the notice, agree on a first negotiations meeting date and shall negotiate in good faith and make every effort to arrive at an agreement.

2.03

There will be a simultaneous exchange of proposals/issues at a mutually agreed upon negotiations meeting.

2.04

On an annual basis, the Board shall, by February 15th, provide the Association Executive with the following:

- a) a scattergram showing the number of Employees at the various levels of each category,
- b) a listing of Employees, their years of experience, category and salary,
- c) information in regard to the cost of the benefit packages for this Employee group **based on data from the previous year, incorporating any projected benefit increases.**

ARTICLE 3 CONDITIONS OF EMPLOYMENT

3.01 Evidence of Health

The Employee, upon request, shall submit medical evidence of freedom from communicable disease.

3.02 Documentary Proof

- a) Proof of qualifications and all prior professional experience must be submitted to the Board. The Employer will inform the Employees, at the time of hiring, that supportive documents must be submitted to the Board.
- b) Supportive documents applicable to allowances as provided for in Article 9 must be submitted to the Board in order to receive payment of the allowance. However, the payment shall be effective as of the date of the course completion or the date of employment with the Board.

3.03 Employee's Personnel File

Each Employee has the right to knowledge of any and all information kept on said Employee and all information is accessible to him/her at a reasonable time. Where an assessment is written on a probationary Employee, that Employee will receive a copy of the assessment. An Employee will receive a copy of any disciplinary notation that is placed in his/her file. An Employee shall have the right to object in writing to the accuracy or

completeness of any document in the file and such objection shall be filed with the disputed document. Alternatively, if the Employee disputes the accuracy of any such document, he/she may appeal the matter to a member of senior staff designated by the Director. Such senior staff member shall, within fifteen (15) days, where possible, from receipt of a written request by the Employee stating the alleged inaccuracy, either confirm, amend, or remove the information contained in the document.

3.04

No seniority employee will be laid off or experience a reduction in hours of employment, should the Board decide to contract out services. The Board agrees to discuss contracting out services in advance, where possible, with the APSSP President or designate.

ARTICLE 4 RELATIONSHIP

4.01

The Board and the Association agree that no Employee shall in any manner be discriminated against or coerced, restrained or influenced because of membership or non-membership in any labour organization, or by reason of any activity or lack of activity in any labour organization.

4.02

It is agreed that the Association and the Employees will not engage in Association activities during working hours or hold meetings at any time on Board premises without obtaining the prior permission of the Board. Provided the regular procedure is followed, the Board will, subject to the Board's usual requirements and policies, grant a permit to the Association for the use of its premises and facilities for the purpose of membership and executive meetings without payment thereof.

4.03

Every Employee in this bargaining unit has a right to be free of sexual harassment in the workplace.

4.04

The Board and the Association agree that it is the inherent right of all individuals to be treated with dignity and respect. The Board is committed to the creation of a working environment that fosters respect for the dignity and well being of all employees and recognizes that every employee has a fundamental right to a workplace that is free from harassment, discrimination and/or threats to personal safety.

ARTICLE 5 PLACEMENT OF STAFF

5.01 Category One

Child and Youth Workers who do not hold a degree from an accredited university, but are qualified and/or certified in their specific field of employment will be placed in this category.

5.02 Category Two

Social Workers and Speech Language Pathologists who are qualified and/or certified and who hold a Bachelor's degree or equivalent degree from an accredited university in their specific field of employment will be placed in this category.

Child and Youth Workers who hold a degree from an accredited university in their specific field of employment, or a degree which the Director deems relevant to the field of employment at the Board, will be placed in this category.

A Child and Youth Worker interested in getting a degree other than the CYW Bachelor's degree may submit a proposed university program leading to the Bachelor's degree, to the Director. Within one (1) month of receiving all required documentation, the Director will indicate to the applicant whether the program is sufficiently relevant to the field of the employee's employment as a Child and Youth Worker at the Board as to warrant placement in Category Two.

All decisions of the Director, under paragraph 2 herein, shall be final and not subject to appeal.

The effective date of Category Two wage placement will be the date of hire, if applicable, or the date of successful completion of courses leading to a degree, as documented by the degree granting institution.

5.03 Category Three

Social Workers, Speech/Language Pathologists, Senior Child and Youth Workers, Psycho-Educational Consultants, and Psychological Associates who hold a Master's Degree in their specific field of employment with the Board, a D.S.P.A. or a D.S.P. or an Honours B.A. plus a two (2) year diploma in child study from the Institute of Child Study, and are qualified and/or certified in their specific field of employment with the Board will be placed in this category.

5.04 Category Four

Psychologists who hold a Ph.D. in Psychology or who have been previously grand-parented into this Category, and who hold a valid permanent Ontario Registration in Psychology, will be placed in this Category.

5.05

Where an individual's training, qualifications and experience cannot be readily classified using the above terms, the Director of Education or designate and the Chief of Service shall

review the training, qualifications and experience in order to make an appropriate determination of the category in which the individual shall be placed and all the allowances the individual shall receive.

The Association executive shall be notified as soon as possible of any determination made under this article.

5.06

- a) Initial placement on the salary grid will reflect credit (one (1) increment level) for each year of prior professional experience up to category maximum. A year of professional experience shall be defined as one (1) year of relevant full-time employment, or the amount of time equivalent to one (1) year of full-time employment accrued in part-time position(s).
- b) Employees will progress on the salary grid one (1) increment level for each year of professional experience up to category maximum. A year of professional experience shall be defined as one (1) year of relevant full-time employment, or the amount of time equivalent to one (1) year of full-time employment accrued in part-time position(s).

5.07

Effective June 30, 1991, Employees, including those on approved leaves of absence or on the recall list, who are concurrently employed by other institutions, or who can provide acceptable notarized proof of self-employment, in the same professional field shall have their concurrent experience recognized for purposes of yearly increment. Such experience may be submitted for credit towards salary increment once per year between July 1 and August 31. If applicable, salary adjustments will be retroactive. Concurrent experience shall not exceed a full-time equivalent. Seniority shall accrue only for experience in this Board.

5.08

If a new classification is established, the Board shall notify the Association at least one (1) month prior to filling a position within the classification.

ARTICLE 6 DUES CHECK OFF

6.01

Any Employee of the Board covered by this Agreement may become a member of the Association if he/she wishes to do so, and may refrain from becoming a member of the Association if he/she so desires.

6.02

The Board will deduct annual Association dues from all Employees covered by this Agreement, over twenty (20) pay periods per year. The Association shall notify the Board in writing of any change in the present amount of such annual dues.

6.03

All dues so deducted shall be remitted to the Treasurer of the Provincial Association not later than the 15th day of the month following the month in which such deductions were made together with a list of the names of all Employees from whose pay cheques dues were deducted.

6.04

The Association agrees to indemnify and save the Board harmless for any liability arising out of the operation of this Article.

Should the Board fail to remit to the Association dues which it has deducted from the employees, the Board shall remit all outstanding dues as soon as possible.

ARTICLE 7 WORK YEAR

7.01

The work year shall be the school year.

ARTICLE 8 ANNUAL SALARY SCHEDULE

8.01

September 1, 2008 - August 31, 2009

Yrs Exp.	Category 1	Category 2	Category 3	Category 4*
0	38,211	48,542	53,641	61,568
1	40,482	51,075	57,585	65,546
2	42,868	54,230	61,282	69,188
3	45,174	56,724	63,423	71,325
4	46,994	59,333	66,012	73,920
5	48,777	61,855	67,758	75,679
6	50,597	64,105	69,933	77,838
7	52,398	66,281	72,111	80,015
8	54,216	68,476	74,290	82,209
9	56,058	70,619	76,488	84,386
10	58,381	72,817	78,650	86,545
11		76,059	80,807	88,705
12			82,985	90,899
13			85,237	93,152
14			88,610	96,685

*See Article 5, Category 4.

September 1, 2009 - August 31, 2010

Yrs Exp.	Category 1	Category 2	Category 3	Category 4*
0	39,357	49,998	55,250	63,415
1	41,696	52,607	59,313	67,512
2	44,154	55,857	63,120	71,264
3	46,529	58,426	65,326	73,465
4	48,404	61,113	67,992	76,138
5	50,240	63,711	69,791	77,949
6	52,115	66,028	72,031	80,173
7	53,970	68,269	74,274	82,415
8	55,842	70,530	76,519	84,675
9	57,740	72,738	78,783	86,918
10	60,132	75,002	81,010	89,141
11		78,341	83,231	91,366
12			85,475	93,626
13			87,794	95,947
14			91,268	99,586

*See Article 5, Category 4.

September 1, 2010 - August 31, 2011

Yrs Exp.	Category 1	Category 2	Category 3	Category 4*
0	40,538	51,498	56,908	65,317
1	42,947	54,185	61,092	69,537
2	45,479	57,533	65,014	73,402
3	47,925	60,179	67,286	75,669
4	49,856	62,946	70,032	78,422
5	51,747	65,622	71,885	80,287
6	53,678	68,009	74,192	82,578
7	55,589	70,317	76,502	84,887
8	57,517	72,646	78,815	87,215
9	59,472	74,920	81,146	89,526
10	61,936	77,252	83,440	91,815
11		80,691	85,728	94,107
12			88,039	96,435
13			90,428	98,825
14			94,006	102,574

*See Article 5, Category 4.

September 1, 2011 - August 31, 2012

Yrs Exp.	Category 1	Category 2	Category 3	Category 4*
0	41,754	53,043	58,615	67,277
1	44,235	55,811	62,925	71,623
2	46,843	59,259	66,964	75,604
3	49,363	61,984	69,305	77,939
4	51,352	64,834	72,133	80,775
5	53,299	67,591	74,042	82,696
6	55,288	70,049	76,418	85,055
7	57,257	72,427	78,797	87,434
8	59,243	74,825	81,179	89,831
9	61,256	77,168	83,580	92,212
10	63,794	79,570	85,943	94,569
11		83,112	88,300	96,930
12			90,680	99,328
13			93,141	101,790
14			96,826	105,651

*See Article 5, Category 4.

Nothing in the term of this Agreement shall allow the Board to reduce the salary of any Employee covered by this Agreement except in those cases where the duties and responsibilities of the Employee have been reduced.

8.02

It is understood that the annual salary rates include vacation pay and public holiday pay as required by the Employment Standards Act.

METHOD OF PAYMENT

1. Annual Salary

Annual Salary shall be determined by appropriate scale and level as in Article 8.

2. Part-time Employees

Annual salaries will be prorated on the basis of part-time as a ratio of full-time employment.

3. Temporary or Part-year Employees

For Employees employed for a portion of the school year or commencing employment after the start of the school year, annual salaries shall be prorated in accordance with the proportion of days worked relative to the number of days in the school year.

4. **Direct Deposit**

All payments shall be deposited electronically at the financial institution of the employee's choice and payment information shall be maintained in the Employee Portal which can be printed by the employee. However, upon written request by the employee on an annual basis, the Board shall provide to the employee a written copy of the payment information maintained in the Employee Portal.

5. **Payment Basis**

Payment shall be made and distributed on the basis of the following schedule:

2008-2009 BI-WEEKLY PAY SCHEDULE

<u>Pay Days</u>		<u>Portion of Annual Salary</u>
September	4, 2008	1/26
	18	1/26
October	2	1/26
	16	1/26
	30	1/26
November	13	1/26
	27	1/26
December	11	2/26
	24*	1/26
January	8, 2009	1/26
	22	1/26
February	5	1/26
	19	1/26
March	5	1/26
	19	1/26
April	2	1/26
	16	1/26
	30	1/26
May	14	1/26
	28	1/26
June	11	1/26
	25	4/26

*** For those who have requested pay information, as per Article 8.02(4), such pay information for the December 24, 2008 pay date will be in the schools by December 19, 2008.**

Effective September 1, 2009

Employees shall be paid bi-weekly by direct deposit, on Thursdays, based on 1/26 of the annual salary.

8.03

The Board reserves the right to withhold the increment of any Employee whose work is not considered satisfactory after consultation with the Chief of Service or Senior Child and Youth Worker, and the appropriate Family of Schools Superintendent.

ARTICLE 9 ALLOWANCES

9.01

Employees who are required to use their vehicle for authorized business of the Employer shall be reimbursed at the following rate: Ministry of Education base rate for Southern Ontario. Mileage shall be calculated from the first work location and end at the last work location of each day.

9.02

Employees who hold a doctoral degree in a relevant field of study shall receive **\$1,934 effective September 1, 2008; \$1,992 effective September 1, 2009; \$2,052 effective September 1, 2010; \$2,114 effective September 1, 2011** in addition to their grid placement subject to Article 9.03.

9.03

Unless expressly agreed otherwise in this Agreement, the Board reserves the right to prorate any allowance or salary for part-time and/or part-year service.

9.04

Employees who hold the positions of Senior Psychologist and Senior Child and Youth Worker will receive a responsibility allowance of **\$3,868 effective September 1, 2008; \$3,984 effective September 1, 2009; \$4,104 effective September 1, 2010; \$4,227 effective September 1, 2011** in addition to their grid placement subject to Article 9.03.

Employees who hold Senior Psychologist and Senior Child and Youth Worker positions as of June 1, 1993, will continue to receive their current allowance maintained at its existing rate.

9.05

Psychological Associates shall receive **\$1,290 effective September 1, 2008; \$1,329 effective September 1, 2009; \$1,369 effective September 1, 2010; \$1,410 effective September 1, 2011** in addition to their grid placement, subject to Article 9.03.

ARTICLE 10 BENEFITS

10.01

- a) Subject to, and in accordance with, the terms and conditions set out in each Plan, the Board shall assume the under-noted contributions to the Plans, based upon full-time employment of Employees eligible to enrol in such Plans.

The Board shall assume single benefit coverage and basic life insurance for Employees unless otherwise directed.

- b) The agreement to pay the cost of a group benefit plan in whole or in part, shall not be construed as an intention or obligation on the part of the Board to pay or provide the benefits under any such group plan to any Employee should any insurer fail or refuse to pay or provide same, in whole or in part.
- c) The Board will assume one-half (1/2) of the under-noted percentage premium cost for part-time Employees employed not less than half time.

- d) An Employee granted leave may, subject to the consent of the carrier, continue to be covered by any of the benefit plans referred to in Articles 10.02, 10.03, 10.04, and 10.05 at the Employee's own expense.
- e) The Board shall contribute the percentage of premium cost for full-time employees as hereinafter set out.

10.02 Life Insurance

\$10,000 Basic Life Insurance coverage.....100% of required premium to be paid by the Board.

Additional optional life insurance coverage at 3X annual salary.....0% of required premium.

10.03

Semi-private hospital coverage.....100% of required premiums.

10.04

Effective September 1, 2008 – December 31, 2008

Major Medical Plan with extension to cover: vision care \$200 every twenty-four (24) months for adults and \$150 every twelve (12) months for dependent children, hearing aids \$500 every five (5) years, chiropractic coverage maximum \$225 per person, massage therapy, psychological services, speech and language pathology services, and Health Care Outside Canada. Deductible - \$10 single, \$20 family90% of required premiums.

Effective January 1, 2009

Major Medical Plan with extension to cover: vision care \$200 every twenty-four (24) months for adults and \$150 every twelve (12) months for dependent children, hearing aids \$500 every five (5) years, chiropractic coverage maximum **\$275** per person, massage therapy, psychological services, speech and language pathology services, and Health Care Outside Canada. Deductible - \$10 single, \$20 family90% of required premiums.

10.05

Dental Plan based on current O.D.A. Fee Guide, maximum lifetime orthodontic \$3,000, per lifetime, per person, maximum individual annual dental \$2,000 including 9-month recall examinations.....90% of required premiums.

10.06 Long Term Disability Plan

- a) The Board shall pay 100% of the required premiums for the group Long Term Disability (LTD) Plan. Employees (full-time/part-time) who are absent for seventy-five (75) working days for the same continuing disability must apply for Long Term Disability benefits, which, if the Employee is eligible, will begin on the 76th day of absence.

Employees (full-time/part-time) who are working reduced hours on an approved vocational rehabilitation plan must also apply for Long Term Disability benefits, which, if the employee is eligible, will begin on the 76th day of absence.

- b) Employees who have made application for Long Term Disability and who have not been granted LTD benefits as of the 76th day of absence shall receive a salary of seventy (70%) percent of wages, deducted from sick leave credits.
- c) Upon approval of Long Term Disability benefits, an employee must reimburse the Board for any salary paid after the 75th day of absence. Upon reimbursing the Board for monies owed, the appropriate number of sick leave credits shall be reinstated to the employee.

If LTD benefits are not approved, the Board shall reimburse the employee the 30% salary previously deducted and sick leave credits will be adjusted accordingly.

Note: Payments and adjustments are based on availability of the employee's sick leave credits.

10.07

The Employer reserves the right to change employee benefit insurers or carriers at any time, providing that the benefits are equal or better, and providing the A.P.S.S.P. executive is notified in writing at least sixty (60) days in advance of the change. No Employee shall suffer as a result of the change of carriers.

10.08

All new or changed coverage of benefits negotiated into this Agreement will take effect the first day of the month following ratification. Any increases in premiums that occur during the period of this Agreement will be recognized as a cost in negotiating the subsequent Salary Agreement.

10.09

Those employed on a short-term basis for less than five (5) months will not be entitled to benefits as described in Articles 10.01, 10.02, 10.03, 10.04, 10.05, 10.06 and 10.13.

10.10

- a) The Board and Employee shall make the required contributions to the Ontario Municipal Employees Retirement System on behalf of each eligible Employee, according to the terms and conditions of the Plan. The Board and Employee will make the required contributions to the Canada Pension Plan.
- b) If an Employee has an Ontario Teacher Certificate, he/she must notify the Benefits Department. At that time, the Board will provide the Employee with information enabling the Employee to enrol in the Teachers' Pension Plan.

10.11

Subject to Article 10.09, all present and newly hired Employees shall be covered by the Long Term Disability Plan if they are eligible as defined by the Plan.

10.12

For the purposes of eligibility for benefits coverage under Articles 10.03, 10.04, and 10.05, an Employee's "family" shall include the Employee's spouse, and children as defined below:

Child means a person who is unmarried, is a natural, legally adopted, foster, or step-child of the Employee or spouse, and who relies upon the Employee for support, is in regular attendance at an accredited institute of learning and is less than 25 years old. Any mentally or physically handicapped child who was insured up to the maximum age shall remain insured beyond such age provided the child remains totally dependent on the Employee for support and maintenance.

10.13

The Board shall make available through its insurers optional life insurance coverage for dependent spouses and dependent children (including children who would qualify under Article 10.12) of Employees. The following conditions shall apply to such insurance:

- (i) Such insurance shall be **available** in units of \$10,000 **up** to a maximum of **ten (10) units**.
- (ii) The Employee shall pay the full cost of such insurance and shall pay the premium in instalments through deductions on each **pay**.

ARTICLE 11 WORKPLACE SAFETY AND INSURANCE BOARD

11.01

When an Employee is awarded Workplace Safety and Insurance Board benefits, the Board shall continue to pay the Employee, subject to the following conditions:

- a) The difference between the Employee's gross salary and the Loss of Earnings Benefits received from the Workplace Safety and Insurance Board shall be deducted from the unused sick leave days accumulated by the Employee.

Where the Employee is eligible for the full Workplace Safety and Insurance Board benefit, the Board will deduct 50% of a sick leave credit for each day the Employee is absent from work.

- b) When the unused sick leave days are exhausted, compensation cheques shall be forwarded directly to the Employee by the Workplace Safety and Insurance Board.

ARTICLE 12 LEAVE PLANS

12.01

- a) The Board will establish a Plan for sick leave credits for Employees. Employees shall be entitled to a credit of two (2) working days per month of full-time, active, continuous service. Such unused sick leave credits may be accumulated to a maximum of two-hundred and twenty-five (225) days which will permit continuing salary payments during a personal illness or disability or as defined under Article 12.08. Using the credits for reasons other than the above will be considered to be a contravention of the Plan. The administration of the Plan shall be vested in the Treasurer of the Board.

The Board will continue its practice of crediting Employees with the annual sick credits at the beginning of the school year. The number of credits will be prorated if the employee:

- starts part way through a school year,
 - terminates part way through a school year,
 - is on a personal leave at some time in the year,
 - is on an extended leave beyond a statutory pregnancy and parental leave,
 - runs out of sick leave credits part way throughout the year,
 - works less than full-time,
 - moves from full-time to part-time during the year,
 - is on a Board paid rehabilitation program (sick leave credits only for time worked) or,
 - is on Long Term Disability.
- b) An Employee whose employment with the Board has been terminated or who is on an unpaid leave of absence for more than one-half (1/2) of a calendar month, shall not accumulate sick leave credits.
- c) Part-time Employees shall be entitled to sick leave credits in accordance with Article 12.01 (a) and (b) above, on a prorated basis.

12.02

Each full-time Employee shall be entitled to have 100% of the unused portion of annual sick leave of twenty (20) days transferred annually to accumulated sick leave credits to a maximum of two-hundred and twenty-five (225) days.

12.03

On or about October 31 of each year, each Employee shall be given a statement of cumulative sick leave credits. When an Employee leaves the employ of the Board, he/she shall be entitled to receive a statement of his/her cumulative sick leave credits upon request to the Benefits Department.

12.04

Where employment commences after September in any year, the Employee's sick leave entitlement for that year will be prorated to correspond with the proportion of the school year worked by the Employee on the basis that twenty (20) days is the sick leave entitlement for a full school year.

12.05

A new Employee with the Dufferin-Peel Catholic District School Board who previously accumulated credits in a Sick Leave Credit Plan with **any Ontario school board** shall have such credits transferred to the Dufferin-Peel Catholic District School Board to a maximum of two hundred and twenty-five (225) days.

12.06

An Employee who is absent from work shall follow the appropriate procedures as outlined by the Human Resources Department and the appropriate Supervisory Officer for reporting his/her absence. Employees who are absent without following the appropriate procedures may be subject to deductions from salary if an acceptable explanation is not provided.

12.07 Medical Certificate Required

As a condition of sick leave payment, Employees must be prepared to produce a medical certificate for an absence of five (5) or more consecutive working days. The Employer may waive the necessity of such certificate. Where the legitimacy of absence is of concern, the Board may request such certificate at any time for any absence claimed to be for illness.

12.08 Emergency Leave

a) The Director of Education or designated Supervisory Officer may grant emergency leave with pay up to a maximum in any one (1) school year of ten (10) days. All days granted shall be deducted from the Employee's sick leave credits.

b) Bereavement Leave

Bereavement Leave days shall be deducted from the ten (10) emergency days outlined in 12.08 (a), but are not deducted from sick leave credits.

(i) An Employee is entitled to a leave of up to five (5) days by reason of a death in the immediate family, which is defined as: spouse, parent, parent-in-law, child, grandchild, brother, sister, ward or former legal guardian.

(ii) An Employee is entitled to a leave of up to two (2) days by reason of death of the Employee's grandparent, uncle, aunt, brother-in-law, son-in-law, daughter-in-law, sister-in-law, niece or nephew.

12.09 Compassionate leave

In addition to any emergency days granted in Article 12.08, the Director of Education or designated Supervisory Officer may grant additional days of compassionate leave without pay at his/her discretion.

12.10

Use of sick leave allotment shall be in accordance with the applicable requirements and Provincial and Federal statutes and regulations in force during the term of this Agreement.

12.11 Required Absences

An Employee who is required to be absent because of jury duty, subpoena or quarantine (as identified by the Medical Officer of Health) shall not be subject to loss of pay or deduction from sick leave credits. The Board may not grant payment in other court related matters.

12.12

In order to qualify for payment as set out in Article 12.11, an Employee who is on jury duty or subpoenaed shall tender all monies received in the proceedings to the Board less such amounts as are intended for mileage and other stated expenses.

12.13 Pregnancy, Parental and/or Adoption Leave

- a) Pregnancy, Parental and/or Adoption Leaves shall be granted in accordance with the Employment Standards Act. An Employee must either:
 - (i) pay the Employee's contributions for benefits, if any, in advance of commencing such leaves in order to maintain benefit coverage during the pregnancy, parental and/or adoption leave (and the Board will then continue to pay its share of the benefit premiums); or
 - (ii) provide the Board with written notice that the Employee does not intend to pay the Employee's contributions, if any, in advance of commencing such leaves, in which case the benefit coverage will be discontinued for the period of the pregnancy, parental and/or adoption leaves.
- b) Employees taking the statutory pregnancy, parental and/or adoption leave shall:
 - (i) be reinstated when the leave ends to the position the Employee most recently held, if it still exists, or to a comparable position, if it does not.
- c) Seniority continues to accrue during the pregnancy, parental and/or adoption leave and extended leave in accordance with d) below.
- d) Upon request, an extension of up to one (1) year shall be granted to any Employee who is entitled to statutory pregnancy, parental and/or adoption leave. Upon returning to employment from this extended leave, every effort shall be made to place the Employee in the same Family (Families) of Schools.
- e) An Employee who is granted an extension to the pregnancy, parental and/or adoption leave may, subject to the consent of the carrier, continue to be covered by any of the benefit plans referred to in Article 10, provided the Employee pays the full cost of the benefit premiums.

12.14

The Board shall grant an Employee a paternity leave of four (4) days with full salary and benefits for the birth or adoption of a child.

12.15 Professional Leave

An Employee who is absent for professional purposes approved by the Board may be granted Leave of Absence of up to five (5) days within a school year without loss of pay or sick leave deductions. For example:

- a) Time off to write examinations for improvement of professional qualifications.
- b) Time off to attend executive meetings if an elected executive member, or related professional functions.

12.16 Association Leave

Leave of absence with pay and without loss of seniority or sick leave credit will be granted, upon written request by the Association given not less than ten (10) working days prior to the requested leave, provided that the Association reimburses the Board for the salary and benefits involved. Such leave shall be confined to employees named in the written request and will be for a maximum of thirty (30) days per year.

Should an emergency arise, the Employer may at its discretion consider requests made less than ten (10) working days in advance of the leave.

12.17

An Employee may be granted a personal leave for either a portion of or all of the following school year if a request is submitted to the Superintendent of Human Resources by January 31st. Such leave, if granted, shall be without pay, benefits, or the accumulation of experience for increment purposes. Seniority will continue to accrue during the period of the leave. Every effort shall be made to place Employees returning from personal leave in the same family (ies) of schools where applicable. The Employee shall be notified of the decision within sixty (60) days of the deadline. Benefits coverage may continue, subject to the consent of the carrier, at the Employee's own expense after the first month of absence.

12.18 Deferred Salary Leave

Members have access to the Deferred Salary Leave Plan for APSSP, currently in force, including all available options. Information is available year round through the Office of the Superintendent of Human Resources, GAP #314, and on-line through the Board's intranet site in Public Folders under Human Resources.

ARTICLE 13 PROFESSIONAL DEVELOPMENT

13.01

The Board and the Association share a desire to improve professional standards by giving the Employees the opportunity on occasion to participate in seminars, workshops, short

courses, or similar programs to keep up to date with knowledge in their respective fields. Such programs shall be arranged in consultation with and with the approval of the appropriate Superintendent and the Employee's Chief of Service.

13.02

In order to benefit from an exchange of knowledge and experience, an Employee shall have the opportunity on occasion to attend conferences and conventions related to his/her field of specialization, **and employment with the Board**, subject to operational requirement and budget constraints. Leave may be granted with pay or without pay, together with expenses and/or applicable registration fees to Employees attending such conferences and conventions. **Attendance at conferences and conventions shall be arranged in consultation with and with the approval of the appropriate Superintendent and the Employee's Chief of Service (if applicable).**

13.03

Effective September 1, 1991, the Board shall designate a pool of funds to be used for Professional Development purposes for members of this bargaining unit. The amount of this fund shall be \$3,500, replenished annually on September 1, of each year and jointly administered by the Association and the Board through the Staff Development Department and designated Association representatives.

13.04

An Employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his/her field of employment may be granted leave with pay for the purpose and may be reimbursed for payment of reasonable expenses. **Attendance at conferences and conventions shall be arranged in consultation with and with the approval of the appropriate Superintendent and the Employee's Chief of Service (if applicable).**

13.05

An Employee who attends a conference or convention shall suffer no loss in continuity of applicable fringe benefits or seniority.

ARTICLE 14 SENIORITY

14.01

a) Seniority, as referred to in this Agreement, shall mean length of continuous service in **a classification covered by the APSSP Collective Agreement** in the employ of the Employer and its predecessor Boards. School breaks and approved leaves of absence shall not constitute a break in service.

Subject to Article 14.02, an employee who transfers to a position outside of the bargaining unit and then returns to the APSSP bargaining unit shall receive full credit for seniority prior to the transfer provided the period outside of the bargaining unit does not exceed two (2) school years.

An employee who takes a position outside of the bargaining unit as a result of a layoff as per Article 14.04 and then returns to the APSSP bargaining unit shall receive full credit for seniority prior to the transfer provided their recall rights have not expired as per Article 14.06.

Seniority lists shall be compiled for each discipline: Social Work, Speech Pathology, Child and Youth Work and Psychology.

No current employee as of October 28, 2008 shall have their seniority adjusted as a result of the change in definition.

- b) By mutual consent, the Board and the Association may agree to permit the accumulation of the seniority for work performed outside the APSSP bargaining unit in a non-union bargaining position within the Board, provided the period outside the bargaining unit does not exceed two (2) school years.**

14.02

Employees, who are appointed to Acting Chief of Service positions in any of the classifications as set out in Article 1.01, shall be excluded from the bargaining unit for a period not to exceed two (2) school years. Upon completion of the Acting Chief of Service assignment, the Employee will be returned to the bargaining unit without loss of seniority.

14.03

Seniority is a factor in the promotion and transfer processes in accordance with Article 22.03.

14.04

All cases of layoff or recall after layoff shall be based on seniority in the job classification. For the term of this agreement the recall provisions for Child and Youth Workers will be as per Letter of Understanding #4 – Recall or Return to Work of Laid-Off C.Y.W.'s. When seniority is equal, (as defined in Article 14.01), the following conditions apply:

1. accumulated service, in total, with this Board, in the applicable job classification, regardless of any breaks in employment
if a tie still occurs,
2. total experience in a school in the same professional field
if a tie still occurs,
3. total experience in the same professional field
if a tie still occurs,
4. qualifications, as reflected by placement according to Article 5 of this agreement
if a tie still occurs,

5. where all the above factors are equal, determination shall be by lottery conducted jointly by the parties.

14.05

No Employee who has completed probation shall be laid off while there is a temporary Employee in the same classification on the payroll.

14.06

Seniority Employees with more than one (1) year of service, who are laid off shall have recall rights for rehiring for **thirty six (36)** months from the date of layoff. Seniority Employees with no more than one (1) year of service who are laid off shall have recall rights for rehiring for twelve (12) months from the date of layoff.

14.07

In the event circumstances require the layoff of seniority Employees, the Employer shall endeavour to provide as much notice of the impending layoff as may be possible to the President of the Association and the seniority Employees affected.

14.08

An Employee will be considered on probation for the first ten (10) months of employment and will have no seniority rights during that period. Appointments to the regular staff shall be made by the **Family of Schools Superintendent**, providing the **Family of Schools Superintendent** and the Chief of Service are in agreement regarding the Employee's successful completion of the probationary period. The Employee's seniority shall be backdated in accordance with Article 14.01. The dismissal of a probationary Employee may not be the subject of a grievance.

14.09

The Board will provide a seniority list to the President of the Association by December 31st of each year.

14.10 Temporary Employees

Temporary Employees are those Employees who are hired for a designated term, with specified start and end dates. Temporary Employees do not have seniority rights and the dismissal of a Temporary Employee shall not be made the subject of a grievance.

14.11

Temporary Employees who have completed two (2) full school year assignments shall become Permanent Employees upon commencement of a third (3rd) assignment and their seniority calculated in accordance with Article 14.01. Under extenuating circumstances, the above-noted timeline may be extended by mutual agreement. If the timeline is extended, sick leave credits shall commence in accordance with Article 12.01.

In the event a Temporary Employee has completed less than two (2) full school year assignments and is appointed to a permanent position, the Board shall reduce the probationary period to a period of less than ten (10) months but not less than five (5) months

provided the Temporary Employee was employed for at least five (5) continuous months immediately prior to the permanent assignment. Upon completion of the probationary period, seniority shall be calculated in accordance with Article 14.01.

ARTICLE 15 DISCHARGE AND DISCIPLINARY CASES

15.01

No Employee shall be dismissed or disciplined without just cause. The Board shall notify the Association promptly in writing of the reasons for the dismissal or discipline. Failure to notify will not void the Board's action nor the right to grieve the action.

15.02

A permanent Employee shall be dismissed only upon the authority of the Director or designated Supervisory Officer.

15.03

The Superintendent of Employee Relations in consultation with the Family of Schools Superintendent, the **Superintendent of Program/Superintendent of Special Education and Support Services** and the Chief of Service, may suspend a permanent Employee. The Employee concerned and the Association shall be advised promptly in writing of the reason for such a suspension.

15.04

A permanent Employee considered by the Association to be wrongfully disciplined shall be entitled to a hearing under Article 16 Grievance Procedure.

15.05

Should it be found upon investigation that a permanent Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in his/her former position without loss of pay or seniority, or such other arrangement as is just and equitable in the opinion of the parties, or in the opinion of the Board of Arbitration if such matter is referred to Arbitration.

15.06

In the event an Employee is to be disciplined or discharged, such Employee is entitled to be accompanied by a representative of the Association, and the Chief of Service or designate. In the absence of such representation, the discipline imposed shall be set aside until the Employee has received representation at a meeting of parties.

15.07

The President of the Association shall receive a copy of any written warning given to a permanent Employee which may lead to disciplinary action, and if requested by the Association to do so, the Board will furnish additional information.

ARTICLE 16 GRIEVANCE PROCEDURE

16.01

The purpose of this Article is to establish a procedure for the settlement of grievances. The Board acknowledges the right of the Association to appoint or otherwise select an Association Grievance Committee consisting of two (2) Employee members. The President/designate of the Association shall inform the Board of the names of the individuals on this Committee. The Board shall supply the necessary facilities for grievance meetings.

16.02

The time limits in this Article are mandatory and not simply directory, except as set out in Article 16.08.

16.03

A working day shall be defined as a day other than Saturday, Sunday, a paid holiday or a day falling during school breaks.

16.04

Within the terms of this Agreement, a grievance shall be defined as a difference as to the interpretation, application, administration or alleged violation of this Agreement.

16.05

A grievance to be acceptable under this Agreement, must be in writing, must specify the Article or Articles allegedly violated, must indicate the relief sought and must be signed by the grievor in the case of an individual grievance and the Chair of the Grievance Committee in the case of an Association grievance.

16.06

Complaints and grievances shall be settled in the following manner and sequences:

Step One

- a) The Employee having a complaint arising out of this Agreement shall first approach his/her Principal/Superintendent.
- b) The complaint must be received within fifteen (15) working days after the Employee becomes aware or would reasonably be expected to become aware of the circumstances giving rise to the complaint.
- c) The Principal/Superintendent shall meet with the Employee within fifteen (15) working days to discuss the grievance. The Employee is entitled to be accompanied by a representative of the Association Grievance committee. A representative from the Employee Relations Department may also attend the meeting.

- d) The Supervisor shall reply, verbally, within five (5) working days after receipt of the complaint. Failing satisfaction with the verbal reply of the Supervisor, the complaint may then become a grievance and may be processed to Step Two.

Step Two

- a) Failing satisfaction with the reply in Step One, then within ten (10) working days of receipt of the reply, the grievance may be submitted in writing, by the Association Grievance Committee to the Superintendent of Employee Relations.
- b) The Superintendent of Employee Relations or designate shall meet with the Association Grievance Committee within fifteen (15) working days to discuss the grievance. The Association is entitled to have their outside consultant in attendance at this meeting.
- c) The Superintendent of Employee Relations or designate shall reply in writing within five (5) working days of the grievance meeting.

Step Three - Voluntary Mediation/Alternative Dispute Resolution

- a) Prior to exhausting the formal grievance procedure and formally referring an unresolved grievance, as defined under Article 16.04 above, to arbitration, the parties, by mutual agreement, may refer the disputed matter to Voluntary Mediation/Alternative Dispute Resolution for settlement.
 - (i) The mediator shall be selected jointly by the parties to resolve the dispute. Both parties are entitled to be accompanied by outside representatives.
 - (ii) Either party may opt out of the Voluntary Mediation/Alternative Dispute.
 - (iii) Resolution at any time during the process. Any party withdrawing its participation from Voluntary Mediation/Alternative Dispute Resolution must advise the other party in writing at least five (5) working days prior to the scheduled mediation date.

The expenses of the Mediator shall be equally shared by both parties.

- b) When mutual agreement to enter into voluntary mediation does not occur, the rationale and/or reasons for not entering into voluntary mediation will be communicated promptly in writing.

16.07

The privileges of Committee members to leave their work without loss of pay to attend to Association business is granted on the following conditions:

- a) the time shall be devoted to the prompt handling of grievances.

- b) the Committee members concerned shall obtain permission from their Superintendent, or Principal when appropriate, before leaving work, such permission not to be unreasonably withheld.
- c) no Committee member shall spend an unreasonable time serving grievances.

16.08

Failure to advance a grievance shall mean the grievance has been abandoned. If the Board does not respond to a grievance within the time limits expressed, the grievor may proceed to the next step of the grievance procedure. The time limits reflected in this Article may be extended in writing by mutual agreement.

16.09 Policy Grievance

In the case of a dispute involving a question of general application or interpretation, the grievance may be lodged at Step Two.

16.10 Group Grievance

Where more than one (1) Employee has the identical grievance, the Employees may submit a group grievance signed by each Employee and an A.P.S.S.P. Executive Member, to the Superintendent designated by the Superintendent of Employee Relations, who shall respond in writing within five (5) working days to the A.P.S.S.P. Executive Member. Failing satisfaction, the grievance may be advanced to Step Two.

ARTICLE 17 ARBITRATION

17.01

When a difference arises between the Parties relating to the interpretation, application or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, either Party may, provided they have exhausted the required Grievance Procedure established under this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to Arbitration.

17.02

The notice shall contain the name of the first Party's nominee to the Arbitration Board and shall be delivered to the other Party within ten (10) working days of the reply under Step Two or the outcome of Step Three of the Grievance Procedure set out in Article 16.06. The Recipient Party shall, within ten (10) working days, advise the first Party of the name of its nominee to the Arbitration Board.

17.03

The two (2) nominees so selected shall, within fifteen (15) working days of the nomination of the second of them, name a third person who shall be the Chairperson of the Arbitration Board. If the Recipient Party fails to appoint an arbitrator, or if the two (2) nominees fail to agree upon a Chairperson, the Minister of Labour for the Province of Ontario may be asked to make the appointment, whichever is applicable.

17.04

The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and that decision shall be final and binding upon the Parties and upon any Employee affected by it.

17.05

The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson of the Arbitration shall govern.

17.06

The powers of the Arbitration Board shall be the powers set out in the Ontario Labour Relations Act.

17.07

No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance.

17.08

Each of the parties shall bear the fees and expenses of its nominee to the Arbitration Board and shall jointly share the fees and expenses of the Chairman.

17.09

The Board of Arbitration shall not be authorized to make any decisions inconsistent with any Act or Regulations there under, or the provisions of this Agreement, nor to alter, modify or amend, add to or delete from any part of this Agreement.

17.10

At any time before or after the Board of Arbitration has been formed, but prior to the Arbitration Board's hearing of the grievance, the parties may settle the grievance and withdraw the grievance from arbitration.

17.11

If the parties agree to a Sole Arbitrator instead of a Board, then all references herein to the Board of Arbitration shall be read as Sole Arbitrator.

17.12

When Employees are required to attend at an arbitration, they shall be granted leave with pay upon notice from the Association provided the Association reimburses the Board for the salaries and benefits of the Employee on approved leave.

ARTICLE 18 NO STRIKE, NO LOCKOUT

18.01

There shall be no strike or lockout during the term of this Agreement or of any renewal of this Agreement. The terms “strike” and “lockout” will be as defined in the Labour Relations Act.

18.02

During any disruption of work by other employee groups within this Board, Employees covered by this Agreement shall perform only their usual professional duties.

ARTICLE 19 COMMUNICATIONS

19.01

Except as otherwise indicated herein, all correspondence from the Board to the Association arising out of this Agreement or incidental thereto shall be forwarded to the President of the Association. The Association shall advise the Board in writing of the name and address of the President of the Association and of any changes. All correspondence from the Association to the Board arising out of this Agreement or incidental thereto shall be forwarded to the Superintendent of Employee Relations.

19.02

The Board shall supply to the Association the names, addresses, telephone numbers, and work locations of all Employees covered by this Agreement once yearly, by October 31, as currently on file.

19.03

The Board shall supply to the Association in writing the names, addresses, and telephone numbers of all newly hired Employees covered by this Agreement, and agrees to inform the Association within five (5) working days in writing the name of any Employee covered by this Agreement who is laid-off, granted an extended leave, or has resigned.

19.04

The Association and the Board desire every Employee covered by this Agreement to be familiar with the Agreement. For this reason, the Board shall issue a printed copy of the agreement to each Employee and the cost of all copies shall be shared equally between the Board and Association.

19.05

The Board agrees to provide each newly hired Employee, at the time of documentation, a current list of the A.P.S.S.P. Executive members as provided by the Association, and a copy of the current collective agreement.

ARTICLE 20 JOINT CONSULTATION COMMITTEE

20.01

A Joint Consultation Committee shall be established to consider matters of mutual interest to the Association and the Board. The Association and the Board shall each be entitled to four (4) representatives on the Committee.

By mutual verbal consent in advance, each party is entitled to have additional resource persons, or alternate persons, attend meetings from time-to-time.

The Joint Consultation Committee meeting shall be held bi-monthly during the school year, or at times to be mutually agreed upon.

ARTICLE 21 CODES OF ETHICS

21.01

The Board acknowledges that registered Psychologists and Psychological Associates are obligated to function in accordance with the Code of Ethics of the College of Psychologists of Ontario and that Speech and Language Pathologists are obligated to function in accordance with the Code of Ethics of the College of Audiologists and Speech-Language Pathologists of Ontario, and registered Social Workers are obligated to function in accordance with the Code of Ethics of the Ontario College of Social Workers and Social Services Workers.

ARTICLE 22 POSTING PROCEDURES

22.01

Effective: September 1, 2008 – August 31, 2009:

- a) The Employer shall post all permanent positions as they become available. The start date of the position will be determined by operational needs.
 - (i) All positions will be posted on the Board's **website**.
 - (ii) The Employer will accept applications for a period of ten (10) working days from the first date of posting.
 - (iii) Permanent employees who have successfully completed their probationary period are eligible to apply for postings.
- b) The Employer will send a notice of any postings to the President of the Association on the first day of the posting.

Effective: September 1, 2009:

- a) The Employer shall post, **commencing on a pay day**, all permanent positions as they become available. The start date of the position will be determined by operational needs.
 - (i) All positions will be posted on the Board's **website**.
 - (ii) The Employer will accept applications for a period of **five (5)** working days from the first date of posting.
 - (iii) Permanent employees who have successfully completed their probationary period are eligible to apply for postings.
- b) The Employer will send a notice of any postings to the President of the Association on the first day of the posting.

22.02

No applicant from outside the Bargaining unit shall be interviewed for posted positions until those eligible employees cited in Article 22.01, meeting the basic qualifications, have been interviewed and no suitable applicant has been found.

22.03

Transfers and promotions to posted positions shall be based on the following factors:

- a) the skills, competence, ability, knowledge and training of the individual to do the job;
- b) **when the Board determines that** the qualifications in factor (a) are relatively equal as between two (2) or more Employees, seniority as outlined in Article 14.01 shall govern.

In the event that a tie occurs, the following tie-breaking formula will apply:

- (i) accumulated service, in total with this Board, in the applicable job classification, regardless of any breaks in employment if a tie still occurs,
- (ii) total experience in a school in the same professional field if a tie still occurs,
- (iii) total experience in the same professional field if a tie still occurs,
- (iv) qualifications, as reflected by placement according to Article 5 of this agreement if a tie still occurs,

- (v) where all the above factors are equal, determination shall be by lottery, conducted jointly by the parties.
- c) **when a permanent vacancy is to be filled by an external applicant, the Board will ensure that the relevant Chief of Service, Senior CYW or an APSSP member from the specific discipline will be on the interview panel.**

22.04

Employees shall be entitled to one (1) lateral transfer, arising from a job posting, in a calendar year. Notwithstanding the preceding, such restriction may be waived by the mutual agreement of the President of the Association, the Superintendent of Human Resources (or designate), and the Employee.

22.05

- a) Facilitated transfer request forms are available year round for printing through the Board's Intranet site in Public Folders under Human Resources. Any Child and Youth Worker wishing to apply for a facilitated transfer to another family of schools effective September 1 of the following school year shall complete the appropriate form and submit it to the Human Resources Department. Facilitated transfer requests will be received until April 30.
- b) The name of the Child and Youth Worker who submits a request for a facilitated transfer will be placed on a list to be distributed to the family of schools superintendents by May 15. The employer shall give reasonable consideration to accommodate facilitated transfer requests.
- c) A Child and Youth Worker who is granted a facilitated transfer will take the placement assigned.

22.06 Process for Placement of Surplus Child and Youth Workers

Surplus occurs when staff must be reassigned among Families of Schools and/or the Program Department.

In the event that reassignment is necessary, Child and Youth Workers who are interested in being contacted to take voluntary transfers, should indicate an interest in writing to the Senior Child and Youth Worker.

Family of School Process

In the event the Board identifies a surplus situation in a Family of Schools, the Human Resources Department in conjunction with the Family of Schools Superintendent shall:

- a) Review and grant applicable requests for Facilitated Transfer
- b) Failing (a), review and grant applicable informal requests for voluntary transfer made by Employees to the Senior Child and Youth Worker, or

- c) Failing (b), transfer the least senior Child and Youth Worker, in accordance with Article 14, from the Family of Schools where the complement is decreasing, to a Family of Schools/Program Department where the complement is increasing.

Program Department Process

In the event the Board identifies a surplus situation in the Program Department, it will be the Child and Youth Worker assigned to the specific program who will be deemed surplus, regardless of seniority, and then transferred to a Family of Schools where the complement is increasing.

22.07 Transition Period

The Board acknowledges that the Child and Youth Worker may require a transition period when an assignment has been changed in order to meet the needs of the students. Therefore, the Family of Schools Superintendent will endeavour to provide the CYW, if possible, with **ten (10)** working days notice of any change of assignment.

22.08

The Employer will endeavour to notify Employees by no later than June 15 in each school year, of their tentative placement for the next school year.

ARTICLE 23 PERFORMANCE EVALUATION

23.01

Evaluation of an Employee shall be conducted by the appropriate Supervisory Officer in consultation with the respective Chief of Service, or, where there is no Chief of Service, in consultation with personnel designated by the Director.

LETTER OF UNDERSTANDING #1

In recognition of the Board's broad goals of preserving essential programs, keeping tax increases within control, and avoiding lay-offs and financial deficits, the Board will endeavour, as far as is practicable and to the best of its ability, to retain staff.

LETTER OF UNDERSTANDING #2

Re: Quality of Service to Students

The parties agree to discuss at the Joint Consultation Committee issues related to the preparation and the delivery of service to students, and other factors that may influence the ability of employees to function in a professional and confidential manner. Information resulting from these discussions will be communicated to the appropriate Board personnel.

LETTER OF UNDERSTANDING #3

Re: Disruption of Work

The parties will meet to discuss any procedures, duties or responsibilities of APSSP members during a strike of another employee group.

LETTER OF UNDERSTANDING #4

Re: Recall or Return to Work of Laid-Off CYWs

The parties agree that during the term of this agreement the following procedures will apply in the event that the Board requires a Child and Youth Worker (CYW) as a replacement for an absent CYW during a period of layoff.

Temporary assignments over two (2) months will interrupt the original recall period, but will not start the recall period again under Article 14.06.

1. At the time of layoff, CYWs will be required to indicate whether they are interested in being called into work should the Board decide to replace absent CYWs. Those who are already on layoff will also be required to indicate whether they are interested in being called into work should the Board decide to replace absent CYWs. Declining temporary recall does not affect layoff/recall status.
2. A CYW who is assigned by the Board (excluding those assigned by TRACS) to replace an absent CYW for less than two (2) months will receive an APSSP daily rate based on Category 1, Step 0 of the current APSSP grid. CYWs who are permanently employed by the Board in another capacity will not be offered any assignments of less than two (2) months.
3. A CYW who is assigned by the Board to replace an absent CYW for two (2) months or more will be temporarily recalled in reverse order of layoff. The CYW will be placed on the APSSP salary grid according to their qualifications and experience. The CYW will receive written notice of layoff with the temporary recall notice.
4. CYWs who are permanently employed by the Board in another capacity and are temporarily recalled to an assignment of two (2) months or more shall be granted a leave of absence for the duration of the temporary assignment.
5. CYWs will be recalled to permanent assignments in reverse order of layoff including those CYWs on temporary assignments or employed in another capacity with the Board. The Board may hire a temporary CYW only if all CYWs on the recall list have declined the offer of the temporary assignment.
6. Extend recall from 30 to 36 months.

LETTER OF UNDERSTANDING #5

Re: Election Re Recall Rights

The parties agree to discuss Election Re Recall Rights under S 67 of the Employment Standards Act at the time notice of impending layoff is given by the Employer.

LETTER OF UNDERSTANDING #6

Re: Staffing Placement Process

The parties agree to meet in order to discuss, through Joint Consultation, the staffing placement process for APSSP Employees. Any recommendations that may result will be forwarded to the Superintendent of Special Education and Support Services and the Chiefs of Service for consideration.

LETTER OF UNDERSTANDING #7

Re: Electronic Communication

The parties acknowledge that the Board communicates important information regarding its practices via electronic mail and, as such, it is important that employees access their Board e-mail on a regular basis.

LETTER OF UNDERSTANDING #8

Re: Return to Work Meetings

At any meeting to discuss an employee's return to work arrangements, the employee shall be entitled to Association representation. At the option of the employee, the Association representative shall be present at the meeting.

LETTER OF UNDERSTANDING #9

Re: Notification of Changes of Supervisory Officers

The Board will advise the Association in writing, of any changes to the portfolio/title of the Supervisory Officers, who have been designated by the Director. It is understood that such responsibilities and designations can be reassigned by the Board at any time without notice.

LETTER OF UNDERSTANDING #10

Re: Retirement/Resignation

The Board and the Association recognize the importance of providing early notice of resignation or retirement in order to ensure continuity of service to students and schools. Therefore, on an annual basis, the Board and the Association will meet in a Joint Consultation Committee meeting to develop written information regarding the importance of early notice.

LETTER OF UNDERSTANDING #11

Re: Impact of Legislation

The parties agree to discuss the impact of Bills 52 and 212, and any other legislation that impacts on APSSP employees, through the Joint Consultation Committee.

LETTER OF UNDERSTANDING #12

Re: Ministry of Education Committee Work

In the event that any member(s) of the APSSP bargaining unit are invited to participate in the Provincial Joint Task Group that is examining violence in the workplace and/or in the Support Workers Advisory Group (SWAG), all time spent by these members in order for their attendance at these meetings shall be treated as paid time based on a regular work day.

All expenses related to the participation of APSSP members in the Provincial Joint Task Group and/or SWAG, will be funded by the Ministry of Education.

LETTER OF UNDERSTANDING #13

Re: Staffing Funding Enhancement for 2009-10 Professionals and Para-Professionals

The Board and the Association recognize that, as noted in the Provincial Discussion Table (PDT) Agreement, that it is the Government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to enhance the level of Professional and Para-Professional Supports in the Elementary Pupil Foundation Grant as follows: 0.33 staff per 1,000 elementary pupils in 2009-10;

In 2009-10, the Board will apply this enhanced funding, up to the value of the Board's share, in the following order:

- Offset staff reductions in Professional and Para-Professional Support Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;

- Use all remaining funds to hire additional unionized Board-employed Professional and Para-Professional Supports in 2009-10, up to the value of the Board's share of this new allocation, to enhance direct services to students with special needs and/or at-risk students, targeted to the following job categories: Social Workers, Child and Youth Workers, Speech and Language Pathologists and Psychology staff. Special consideration will be given to the needs of Grade 7 and 8 students.

The Board will share the financial analysis and calculation of this allocation with the Association.

LETTER OF UNDERSTANDING #14

Re: Professional Development and Training

Commencing January 1, 2009, the Board will ensure that a mechanism will be in place to provide the Association with opportunities to provide input on professional development and training.

The Board will receive, in 2008-09, a one time allocation for professional development, training and equipment for education support workers, as outlined in the Provincial Discussion Table (PDT) Agreement. The proportionate share of money for the bargaining unit, as provided by the Ministry of Education, will be turned over either directly to the members of the bargaining unit or to the bargaining unit no later than December 31, 2008, or later date as agreed to by the parties. The Board will share the financial analysis and calculations of this allocation with the Association.

It is also understood that the total of the money turned over to the bargaining unit members shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education.

The Board shall be indemnified and held harmless from any liability for accounting or income tax purposes.

LETTER OF UNDERSTANDING #15

Re: Enhancements Arising from Other Education Support Workers PDT Agreements

The Government has made a commitment that School Boards and Local Unions would not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the School Boards and Local Unions fully complying with the conditions associated with their governing PDT Agreement.

The School Board Associations and the Association of Professional Student Services Personnel have also agreed that in the event that a classification of employees covered

by their governing PDT Agreement receives a greater enhancement under a PDT agreement respecting support workers concluded with CUPE, OSSTF or ETFO, the greater enhancement shall be provided to the group of applicable employees covered by the governing PDT Agreement.

If the circumstances described above occur, the Board and the Local Union will reopen the collective agreement, but for the sole purpose of giving effect to the enhancements referred herein, subject to the conditions attached thereto, as the case may be. No other proposals or demands will be submitted or considered by either party in the context of this exercise.

LETTER OF UNDERSTANDING #16

Re: PDT Benefits

In accordance with the terms of the Provincial Discussion Table (PDT) Agreement for the 2008-2012 Collective Agreement, the Dufferin-Peel Catholic District School Board and APSSP agree that:

The estimated figure provided for in the PDT Agreement for benefit enhancement in 2010-2011 is \$25,000.

The exact benefit enhancement for APSSP will be calculated on the basis as defined in the PDT Agreement which states that, "Each bargaining unit's proportional share will be the ratio between the bargaining unit's FTE of employees eligible for benefits to the total FTE of the Board's unionized and non-unionized employees as reported in the Board's 2008-2009 Financial Statements".

Upon written request, and in accordance with the PDT Agreement, the Dufferin-Peel Catholic District School Board will provide to APSSP the requested disclosure received by January 1, 2010 to allow informed decision making for the enhanced benefit funding. The PDT Agreement also states that "the nature of the disclosure will be similar, but not limited to, the information provided by School Boards in a public procurement process".

The parties agree to meet following release of the Grants for Student Needs (GSN) for the 2010-2011 school year to discuss the APSSP enhanced benefit allocation.

By June 1, 2010, APSSP will inform the Board of the benefit enhancements that will come into effect September 1, 2010. Once the benefit enhancements have been identified, Article 10 will be adjusted to reflect same.

LETTER OF UNDERSTANDING #17

Re: School Learning Environment

The Board recognizes that APSSP members are partners in education who share responsibility for providing a safe, caring, inclusive and healthy Catholic school learning environment and who work collaboratively with all members in each school community towards this goal.

LETTER OF UNDERSTANDING #18

Re: Partnerships

The Board and the Association agree to meet through Joint Consultation to review the Provincial Protocol Template and/or Guiding Principles to be established by the Ministry, for partnership with external agencies in the areas of regulated health professionals, social service professionals, and para-professionals for the delivery of services and/or programs to students with special needs and/or at risk students, in order to make recommendations to the Board, for consideration in the revisions of the Board's local procedures.

Further, the parties agree that partnership agreements related to social services and/or health care, will be a standing item on the Joint Consultation Committee meeting agenda, in order that regular discussion occurs regarding any such partnership agreements that the Board may be considering.

LETTER OF UNDERSTANDING #19

Re: Change to Pay Periods

Effective September 1, 2010, savings generated by moving to twenty-six (26) pay periods in the 2009/2010 year from 22 pay periods in 2008/2009 will be calculated for the Association of Professional Student Services Personnel (APSSP). A 50 percent share of the savings, which is a current estimate of \$3,800 will be allocated to APSSP for use towards temporary benefit enhancements in the 2010/2011 year, exclusive of any other benefits.

Any unused portion of the benefit enhancement in the year will be carried over to the next school year and applied to the same benefit enhancement. Likewise, any deficit will be carried over to the following year and will be deducted from the following year's temporary benefit enhancements.

The savings generated from 26 pay periods will be calculated for each subsequent year within the term of this agreement, September 1, 2008 to August 31, 2012 for purposes of calculating the 50 percent share. Each year's percentage share is independent of prior years.

The following items that are earmarked are:

- Board funded E.H.C. (\$10 and \$20 deductibles)
- Hearing Aids

LETTER OF UNDERSTANDING #20

Re: Master Benefit Plan

Effective January 1, 2009, the Dufferin-Peel Catholic District School Board will realize an estimated savings of approximately \$9,397 through changes in orthotic benefits within the master benefit plan specific to APSSP.

These savings will be achieved by amending the number of orthotics to include three (3) pairs over two (2) calendar years and the elimination of the chiropractor as a prescriber of orthotics.

Savings within orthotics will be used to enhance benefits within the same master benefit plan which results in no change to the annual expenditures of the Board.

The estimated savings of \$9,397 achieved through the changes in orthotic benefits will be expended by increasing the physiotherapist to \$40 per visit, the registered massage therapist to \$25 per visit, changing the chiropractor service to include podiatrist and chiropodist, and increasing the limit to \$275 per year.

Also, the parties agree that APSSP members who are actively employed will continue to have benefits, excluding LTD and the Ontario Drug Benefit Plan, until they reach the age of 70.

By June 1, 2010, APSSP will inform the Board where any unused savings within orthotics will be used to enhance benefits, to come into effect September 1, 2010.

This will not result in an increase to benefit costs to the Board.

LETTER OF INTENT #1

The parties agree to **provide feedback and input on the** performance evaluation system for A.P.S.S.P. employees, through the Joint Consultation Committee.

LETTER OF INTENT #2

Re: Article 21

The Board will acknowledge the Codes of Ethics of professions which become registered under provincial statute.

LETTER OF INTENT #3

Re: Article 13.03

The parties agree that the existing and on-going funding of participation by Employees in conferences, or seminars, as referenced in Articles 13.01 and 13.02 herein, is to continue during the term of this Collective Agreement.

LETTER OF INTENT #4

The parties agree to discuss the current classification system for A.P.S.S.P. employees, through the Joint Consultation Committee.

LETTER OF INTENT #5

The parties agree to discuss the issue of options that may be employed in the event of future lay-offs within the bargaining unit.

LETTER OF INTENT #6

The parties agree to establish a Joint Committee to develop an information package regarding Long Term Disability.

LETTER OF INTENT #7

The Board agrees to review the position and compensation for the Senior CYW Position.

In addition, the Board agrees to review the responsibility allowance provided to the Senior Psychologist and Senior Child and Youth Worker provided under Article 9.04.

These results will be reviewed with the Association.

LETTER OF INTENT #8

Re: Families of Schools Reorganization

In the event of any Families of Schools reorganization, the parties agree to establish a Joint Committee to review the **impact of any such reorganization on any APSSP member**. Recommendations from the Committee are to be referred to Instructional Council through the Superintendent of Special Education **and Support Services**. The parties agree that, where possible, these matters will be brought forward for review through the Joint Consultation Committee meetings.