

COLLECTIVE AGREEMENT

BETWEEN

THE GRAND ERIE DISTRICT SCHOOL BOARD

and

OSSTF

**REPRESENTING PROFESSIONAL STUDENT
SERVICES PERSONNEL**

SEPTEMBER 1, 2008 to August 31, 2012

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ARTICLE 1 - PURPOSE

- 1.01 It is the desire of the Parties to this Agreement to maintain and further harmonious relations between the Board and the Bargaining Unit, to provide for the prompt and equitable disposal of any grievance that may arise, and to cooperate to the fullest extent in an endeavor to provide the highest quality of professional services.
- 1.02 It is the purpose of this Agreement to set forth certain of the terms and conditions of employment together with salaries, allowances and related benefits governing the Employees covered by this Agreement, all of which constitute the entire negotiated Agreement between the Parties hereto.

ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes the Ontario Secondary School Teachers' Federation (the Union) as the exclusive bargaining agent authorized to represent and negotiate on behalf of all Employees of the Grand Erie District School Board employed as Psychologists, Psychological Associates, Psycho-Educational Consultants, Speech-Language Pathologists, Social Workers, Attendance Counsellors, Behaviour Counsellors and Child and Youth Workers save and except supervisors and those above the rank of supervisor.
- 2.02 The Parties of this Collective Agreement recognize the right of each Party to authorize an advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation of this Collective Agreement.
- 2.03 The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.

ARTICLE 3 - UNION MEMBERSHIP

- 3.01 All future Employees of the Board covered by this Agreement shall, as a condition of continued employment, become Members of the Union on commencing employment with the Board.

ARTICLE 4 - UNION RIGHTS

UNION DUES

- 4.01 The Board shall deduct regular Union dues from Bargaining Unit Members on every pay.
- 4.02 The union dues deducted in Article 4.01 shall be remitted to the Treasurer of the Ontario Secondary School Teachers' Federation, at the Head Office of the Union and/or Bargaining Unit, not later than the 15th day of each month following the date on which deductions were made. Such remittance shall be accompanied with the following information on each Member as follows:
- a) for the Union:
 - i) surname and first name
 - ii) social insurance number
 - iii) amount of Union dues deducted
 - iv) amount of salary or wages on which Union dues were deducted
 - v) the period of work for which dues are submitted.

 - b) for the Bargaining Unit:
 - i) surname and first name
 - ii) social insurance number
 - iii) full-time equivalency
 - iv) amount of Union dues deducted
 - v) amount of salary or wages on which Union dues were deducted
 - vi) the period of work for which dues are submitted.

UNION RIGHTS

- 4.03 The Union and the Bargaining Unit shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union or Bargaining Unit as the case may be.
- 4.04 The Board shall forward to the Bargaining Unit President a copy of the staff changes report for permanent members of the Bargaining Unit at the end of each month.
- 4.05 The Board agrees to copy the Bargaining Unit President on written correspondence to the Employee relating to transfer, layoff, recall, or termination of employment for any reason.
- 4.06 The Bargaining Unit President shall notify the Board, in writing, of the following:
- a) names of its representatives in the Bargaining Unit on the Executive,

Collective Bargaining Committee, Joint Health and Safety Committee and Grievance Officer

- b) address, fax and phone number of its Head Office
- c) address, fax and phone number of the Bargaining Unit Office.

- 4.07 All correspondence between the Parties shall pass between the Director or designate and the President of the Bargaining Unit unless otherwise stipulated in any provision of this Agreement.
- 4.08 The Bargaining Unit may use the inter-office mail service and electronic mail in compliance with Board policies and procedures for the purpose of communicating with its Members.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration except as specifically modified by a provision of this Agreement.
- 5.02 Without limiting the generality of the foregoing, the Board's rights shall include:
- a) the right to hire, assign, evaluate, transfer, classify, suspend employees and to determine personnel requirements;
 - b) the right to determine, alter, and eliminate services, programs offered;
 - c) the right to discipline;
 - d) the right to determine the number of employees to be employed, including the qualifications, duties and responsibilities of the employees, the hours of work, the work year;
 - e) the right to make, change and enforce reasonable rules and regulations.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

- 6.01 A permanent Employee may be demoted, disciplined, or discharged only for just cause. It is understood that a standard of lesser just cause for dismissal will apply to a probationary Employee.
- 6.02 The Board shall hold a meeting with the Employee in order to discipline or

discharge an Employee. The Employee shall be advised twenty-four (24) hours in advance of the scheduling of such meeting. The Employee shall be advised of their right to have Union representation at such meeting.

- 6.03 The Union representative requested by the Member to attend such meeting shall request permission from the appropriate supervisor to leave the premises to attend the meeting. Such request shall not be unreasonably withheld.
- 6.04 a) An employee has the right to add a rebuttal to his/her personnel file with a copy to his/her immediate supervisor.
- b) An employee is entitled to:
- i. request a correction of his/her own personal information if he/she believes there is an error or omission;
 - ii. require that a statement of disagreement be attached to information reflecting any correction that was requested but not made;
 - iii. require that any person or body, to whom the personal information has been disclosed within one year prior to the time a correction is requested or statement of disagreement is required, be notified of the correction or statement of disagreement.
 - iv. submit a request for removal of documentation in writing to the Superintendent of Human Resources Services.

ARTICLE 7 - NO DISCRIMINATION

- 7.01 The Board and the Bargaining Unit agree that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any Employee because of any prohibited grounds under the Ontario Human Rights Code or because of membership in the Bargaining Unit and/or Union.

ARTICLE 8 - ACCESS TO MEMBER'S PERSONNEL FILE

- 8.01 The only recognized personnel file retained by the Board will be located in the Human Resources Department.
- 8.02 Bargaining Unit Employees shall have access to examine the Employee's own personnel file upon prior arrangements with the Human Resources Department. Upon request, an Employee shall be provided with a copy of material contained in

such file.

- 8.03 An Employee shall have the right to contest in writing the accuracy of such information contained in the Employee's personnel file and have the same recorded in the Employee's file. If there is an error in the information, the Board shall notify all parties concerned in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

ARTICLE 9 - GRIEVANCE AND ARBITRATION

9.01 Definitions

- a) A "grievance" shall be defined as any matter arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- b) A "party" shall be defined as:
- i) the Union
 - ii) the Board.
- c) "Days" shall mean regular work days unless otherwise indicated.

- 9.02 An Employee shall have the right to have present a representative from OSSTF to assist the Employee at any stage of this grievance and arbitration procedure.

9.03 **Complaint Stage**

Any dispute to be recognized as a grievance must first be discussed by the Employee with the immediate supervisor, or designate, within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the Bargaining Unit may file a formal grievance at Step One, within twenty (20) days of the discussion with the immediate supervisor.

9.04 **Step One**

The Bargaining Unit may initiate a written grievance with the Superintendent responsible for Human Resources, or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- a) a description of how the alleged dispute is in violation of the Agreement; and
- b) the clause(s) in the Collective Agreement alleged to be violated; and
- c) the relief sought; and

d) the signature of the duly authorized official of the Bargaining Unit.

9.05 **Step Two**

If no settlement is reached at Step One, the Bargaining Unit may, within ten (10) days of receipt of the written reply of the Superintendent responsible for Human Resources, refer the matter to the Director of Education. The Bargaining Unit shall present the grievance to the Director at a meeting to be held within fifteen (15) days of the Director's receipt of the grievance. The Director shall answer the grievance in writing within five (5) days of the meeting.

9.06 **Step Three**

If the reply of the Director or the President of the Bargaining Unit, as the case may be, is unacceptable to the Party filing the grievance, that Party may apply for arbitration within ten (10) days of receiving the written reply. Failure to proceed with notice for arbitration within the ten (10) days shall result in forfeiture of rights to the arbitration process.

9.07 **Policy and Group Grievance**

The Bargaining Unit has the right to file a policy grievance or group grievance on behalf of two or more members who are similarly affected as a result of an alleged violation of the Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the Party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that a Board grievance shall be filed with the President of the Bargaining Unit and at Step Two, a Board representative shall present its grievance to Bargaining Unit's Grievance Committee.

9.08 **Grievance Mediation**

At any stage in the grievance procedure, the Parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The Parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The Parties shall equally share the costs of mediation.

The timelines outlined in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either Party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

9.09 **Arbitration**

The Party desiring arbitration shall notify the other Party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice

shall, within ten (10) days, inform the other Party either that it accepts the other Party's appointee as a single Arbitrator or inform the other Party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint a nominee or, if the two appointees fails to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either Party.

The single Arbitrator or Board of Arbitration shall hear the pertinent representation by the Parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the Parties and upon any Employee affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

The single Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Agreement.

The single Arbitrator or Board of Arbitration shall have the power to relieve against timelines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

9.10 Cost of Arbitration

The fees for a single Arbitrator or Chairperson of a Board of Arbitration shall be shared equally by the Parties.

9.11 Time restrictions may be extended if mutually agreed in writing.

9.12 There shall be no reprisals of any kind taken against any Employee because of participation in the grievance or arbitration procedure under this Agreement.

9.13 Should the investigation or processing of a grievance require that an involved Employee be released from regular duties, the Employee shall be released without loss of salary or benefits. The Bargaining Unit agrees to reimburse the Board for the cost of the replacement provided a replacement is hired.

ARTICLE 10 - NO STRIKE OR LOCKOUT

10.01 There shall be no strike or lockout so long as this Agreement continues to operate. "Strike" or "lockout" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 11 - USE OF VOLUNTEERS/CO-OP STUDENTS

- 11.01 The Parties recognize that the Board is a learning environment and as such, support the ability of the Board to provide learning opportunities for students at all levels.
- 11.02 It is agreed that no bargaining unit members will be laid off as a direct result of the use of volunteers, co-op students or practicum students.

ARTICLE 12 - LABOUR MANAGEMENT COMMITTEE

- 12.01 There shall be a Labour Management Committee composed of no more than three (3) representatives from each Party. The Committee shall meet at the written request of either Party at a time mutually agreed upon to discuss any matter that is of concern to either Party, but within ten (10) days of being called by either Party of this Agreement.

ARTICLE 13 - JOB SECURITY

- 13.01 No employee shall be laid off as a result of contracting out. It is understood that contracting out includes the direct use of services or programs provided by agencies external to the Employer not funded by the Ministry of Education.

ARTICLE 14 - COLLECTIVE AGREEMENT

- 14.01 The Board shall supply all present Employees with a copy of the Agreement within thirty (30) days of signing the final Agreement.
- 14.02 The Board will provide each new Employee with a copy of the Agreement included with their information package sent at the time of hire.
- 14.03 The Board shall supply to the Bargaining Unit fifteen (15) additional signed copies of this Agreement at no charge.

ARTICLE 15 - PROBATIONARY PERIOD

- 15.01 A newly hired Employee shall serve a probationary period of six (6) months (exclusive of July and August) from the date of hire into a permanent position. This shall be the only probationary period served as a Member of this Bargaining Unit.

ARTICLE 16 - SENIORITY

- 16.01 “Seniority” shall be defined as the length of continuous employment in the Bargaining Unit from the date of last appointment to the probationary staff or from the date of the last appointment to temporary staff providing no intervening break in service occurred between the temporary assignment and the appointment to the probationary staff.
- 16.02 Once the Employee has successfully completed the probationary period, the Employee’s seniority shall be dated back to the commencement date of the probationary appointment. An Employee who was on the temporary staff prior to serving the probationary period shall have seniority dated back to the commencement of the temporary assignment, provided there was not an intervening break in service.
- 16.03 A temporary Employee as defined in Article 42 - Temporary Employee shall not acquire seniority rights, nor be placed on a seniority list.
- 16.04 Employees who work less than full-time shall accrue seniority as per full-time employment.
- 16.05 An Employee who is absent from work due to illness, accident, on an approved leave of absence or while on layoff and continues to maintain rights of recall shall accumulate seniority during the period of such absence.
- 16.06 For new hires, where seniority is equal in accordance with Article 17.01, the order of seniority shall be determined by the following criteria taken in order as follows:
- a) total number of years employed by the Board;
 - b) total number of years of professional experience related to student services within a school board in Ontario;
 - c) total number of years of professional experience outside the Board related to student services;
 - d) by drawing lots in a manner agreed to by the Board and the Bargaining Unit.
- 16.07 Seniority rights shall cease and employment deemed terminated when an Employee:
- a) retires or resigns from employment with the Board;
 - b) is discharged and is not reinstated through the grievance procedure or arbitration;
 - c) has been laid off in excess of thirty (30) months;
 - d) fails to report for employment after the expiration of any leave granted, or fails to notify the Board of intention to return to work within ten (10)

working days after notice of recall from lay off is sent by registered mail to the last address shown on the Board's records.

16.08 By September 30th of each year, the Board shall provide the President of the Bargaining Unit with a copy of the current seniority lists. The seniority list shall be prepared for each classification as listed below:

- a) Psychologist;
- b) Psychological Associate/Psycho-Educational Consultants;
- c) Speech-Language Pathologists;
- d) Social Workers;
- e) Attendance Counsellors;
- f) Behaviour Counsellors and
- g) Child and Youth Workers

16.09 The seniority lists shall be determined in accordance with the provisions of this Article. Any objection to the seniority lists shall be made, in writing, to the Superintendent of Human Resources or designate within thirty (30) working days of the issuance of the seniority lists, otherwise the listing shall be considered correct.

ARTICLE 17 - PERSONS/POSITIONS OUTSIDE THE BARGAINING UNIT

17.01 Where a Member of the Bargaining Unit is appointed, or is the successful applicant to a temporary vacant position outside the Bargaining Unit, the Employer shall notify the Bargaining Unit President of the Member's name and the date that the Member will commence duties in the new position.

17.02 If a Member of the Bargaining Unit is awarded a position outside the Bargaining Unit and returns to the Bargaining Unit within twelve (12) months, the Member shall continue to accumulate seniority as per Article 17 during such period. If the Member returns to the Bargaining Unit after twelve (12) months, the Member does so with no previously accumulated seniority. The return of the Member to the Bargaining Unit shall not result in the lay off of any Bargaining Unit Member.

ARTICLE 18 - TRANSFERS/JOB POSTINGS

18.01 When a vacancy occurs and/or an additional position is created, employees within that job classification shall be made aware by an electronic posting and given the opportunity to request a transfer or increase in full time equivalency by applying to the posting. In the event that more than one employee requests a transfer or increase in full time equivalency by applying to the posting, seniority as per Article 17 shall be the deciding factor.

Notwithstanding the above, the parties acknowledge the right of the Board to transfer an employee from one location to another location within the Board.

- 18.02 The Board shall post on its Web site any resulting vacancy or new position that occurs in any occupation coming within the scope of this Agreement. Employees who are members of the bargaining unit and have applied for the vacancy or new position shall be given first consideration prior to candidates external to the bargaining unit. If the Employer determines to postpone filling or not to fill a vacancy, the Bargaining Unit shall be notified.

ARTICLE 19 - JOB DESCRIPTIONS

- 19.01 The Board shall post, electronically, the most recent job description for all job classifications within the Bargaining Unit.
- 19.02 If the Board considers revising the job descriptions of the Bargaining Unit, the Board will provide the Bargaining Unit an opportunity for input.

ARTICLE 20 - CREATION OF A NEW JOB CLASSIFICATION

- 20.01 When the Board considers establishing a new job classification, the Bargaining Unit President shall be notified. It is understood that the Board is prepared to receive input from the Bargaining Unit. The rate of pay shall be subject to negotiation between the Board and the Bargaining Unit. If the Parties are unable to agree to the appropriate salary rate, the matter shall be resolved during collective bargaining.

ARTICLE 21 - LAY-OFF AND RECALL

- 21.01 In the event of a lay off, Employees shall be laid off in reverse order of their seniority as determined in Article 17 within their respective job classification.
- 21.02 The Board agrees that job reduction shall be accomplished through normal attrition first, then the lay off and recall procedures shall apply.
- 21.03 Unless legislation is more favourable to the Employee(s), thirty (30) calendar days' notice of lay off shall be given. Should it not be possible to provide work during the thirty (30) days, the laid off Employee(s) shall be paid their regular rate of pay for the days they would normally have worked during the thirty (30) calendar days.
- 21.04 If an Employee in a job classification is to be laid off, the person laid off shall be the person in that job classification with the least seniority as determined in Article

17 unless a more senior Employee in the classification voluntarily resigns or accepts the lay off.

21.05 If an Employee's time is reduced (e.g. from full-time to half-time) then the Employee shall be deemed to be laid off for the reduced portion. Employees whose assigned time is reduced shall be chosen on the same basis as in Article 22.04.

21.06 a) An Employee who is laid off shall be placed on the recall list unless he/she notifies the Board otherwise. Employees who are on the recall list shall be maintained on that list until they are recalled or until thirty (30) months after the date of placement on the list.

b) Employees on the recall list shall be recalled to the same job classification in order of seniority as determined in Article 17, subject to the following:

i) The Employee shall keep the Employer informed of any change of address and any change in qualification.

ii) Notification of recall to work shall be by priority post to the last known address of the employee which has been filed with Human Resources Services by the employee. The employee has two weeks following the receipt of the notice to notify the employer of acceptance of position.

21.07 In the event of a recall, Employees shall be recalled in order of their seniority as determined in Article 17 within their respective job classification. An Employee who refuses an offer of a position within thirty (30) months of layoff shall be deemed to lose all rights of recall.

21.08 No new Employee shall be hired in a job classification until all employees on lay off within the applicable job classification have been given an opportunity for recall pursuant to Article 22.06.

ARTICLE 22 - CODE OF ETHICS

22.01 The Board recognizes that an Employee may be a member of an accredited professional college/association and as such has an obligation to abide by its code of ethics. It is also recognized that Bargaining Unit Members must abide by Board policies and practices and are governed by the Education Act and Regulations.

ARTICLE 23 - PROFESSIONAL MEMBERSHIPS

23.01 Where membership in a Professional College is a requirement of the position, the

employee is required to maintain their membership in good standing and to provide evidence of such annually.

- 23.02 The Board shall reimburse each member up to \$500.00 annually effective September 1, 2006 for professional college membership fees, when such member is required to maintain professional certification.

ARTICLE 24 - WORK YEAR

- 24.01 The work year shall be defined as the school year in the Ministry of Education approved school calendar for the Grand Erie District School Board.
- 24.02 The normal work week shall be thirty-five (35) hours per week consisting of five (5) consecutive days Monday to Friday of seven (7) hours per day.
- 24.03 In the event members are mandated to work additional hours on weekend or during Board holidays (ie. to attend court, attend a conference or training, or to provide workshops) there shall be consideration for time in lieu subject to the approval of the immediate supervisor and Superintendent with responsibility for Special Education. Notice will be provided to the Bargaining Unit president.

ARTICLE 25 - TRAVEL

- 25.01 Employees required to use their own vehicles on behalf of the Board's business shall be reimbursed in accordance with the Board's policy.

ARTICLE 26 - LEAVES OF ABSENCE

- 26.01 The following absences will be without loss of sick leave credit, loss of salary, or loss of seniority:
- a) **Bereavement**
A total of five (5) working days may be allowed per bereavement of the following: father, mother, spouse, common-law spouse or child.
A total of three (3) working days may be allowed per bereavement of the following: brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, fiance or other person in loco parentis or any relative who lived in the home.
One (1) work day may be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt, uncle, niece or nephew.

In the case of extenuating circumstances, application may be made to the Director of Education, or designate, for additional time under this Article. For any working days which fall in this period and for which approval is granted, there shall be no deduction of pay.

b) **Examinations and Convocations**

An Employee, with the prior approval of the Director of Education, or designate, may be absent from duty without loss of salary by reasons of examination and convocations as follows:

- i) For the purpose of writing examinations, only the half-day period in which the examination occurs shall be granted. In addition to the half-day mentioned in the foregoing, one half-day shall be allowed for travel if necessary as determined by the Director of Education, or designate.
- ii) A half-day period is granted for an Employee to attend their own graduation ceremony, or those of their son, daughter, husband, wife or fiancé. In addition to the half-day period mentioned in the foregoing, one half-day shall be allowed for travel if necessary, as determined by the Director of Education, or designate.

c) **Recognized Holy Days**

An Employee is allowed a Leave of Absence for the observance of recognized Holy Days.

d) **Jury Duty**

The Director of Education or designate shall grant leave of absence without loss of seniority or benefits for an Employee who is absent from duty by reason of a summons to serve as a juror or of a subpoena as a witness in any proceedings to which they are not a party or one of the persons charged. The Board shall pay the Employee their full pay provided said Employee pays to the Board any fee, exclusive of travel allowances and living allowances, received as a juror or witness. The Employee shall present proof of service and the amount of pay received.

e) **Quarantine**

An Employee who is quarantined or otherwise prevented by an order of the Medical Health Authority from attending his/her duties because of exposure to a communicable disease shall be absent from duty without loss of sick leave credit, salary or seniority.

f) **Union Leave**

The Employer shall grant a leave of absence for Bargaining Unit

representatives in accordance with the terms and conditions of this Article. Notification of such leave shall be provided by the President to Human Resources.

a) Union leave, without loss of pay and benefits shall be granted to representatives of the Bargaining Unit for the purpose of carrying out Bargaining Unit business, (e.g., conferences and Union functions) to a maximum of twenty (20) days total for the Bargaining Unit per work year. The Union will reimburse the Board for the salary and benefits of the employee on leave.

b) i) Up to five (5) Members of the Bargaining Unit shall be granted a Leave of Absence to attend negotiation meetings with the Employer.
ii) Leave shall be granted to those Employees representing the Bargaining Unit for the purpose of participating or attending joint Board/Bargaining Unit meetings as approved by the Board, other than negotiations.

Members of the Bargaining Unit attending meetings as above shall do so without loss of pay or benefits.

c) One day shall be granted to the Bargaining Unit President or designate to attend the funeral of a Member of the Bargaining Unit.

26.02 The following absences shall be with pay and without loss of seniority, but shall be charged to the Employee's cumulative sick leave credits:

a) Up to a maximum of two (2) working days per school year may be allowed for urgent matters, including:
i) adoptive and paternity leave
ii) emergency family-related matters
iii) community/public service which cannot be conducted other than during working hours.

Such requests must state the reasons for absence, and approval is at the discretion of the Director, or designate.

b) One (1) day per school year shall be allowed for moving from a personal principal residence, but it shall not apply to an Employee who has submitted his/her resignation. The day allowed shall be the day of the move.

c) An Employee who is unable to arrive at his/her workplace or designated workplace due to hazardous weather may request up to three (3) days in any one school year. Such requests must state the reason for absence, and approval is at the sole discretion of the Director, or designate.

- d) Personal Day - An Employee shall be granted a leave of absence for personal reasons for a maximum of one (1) day in a school year. Such leave shall not abut a Board-designated holiday, a statutory holiday, or summer, March or Christmas Break. The Superintendent of Special Education or designate reserves the right to limit the number of personal days approved for any one day. Where possible, at least three (3) school days notice shall be given to the Supervisor.

26.03 **Unpaid Leaves of Absence**

- a) An Employee with the prior approval of the Director of Education, or designate, may be entitled to a maximum of a two (2) year leave of absence without pay, and without loss of seniority.
- b) Such request shall be in writing no later than sixty (60) days prior to the requested start of the Leave, except in the case of a Leave for the beginning of the school year where the request shall be made by May 1st and shall not be unreasonably denied. Requests for Leave of Absence for the purposes of attending college or university shall be submitted contingent upon acceptance of application.
- c) Employees wishing to apply to work part-time are eligible to apply under this provision.

26.04 **Pregnancy/Parental Leave**

Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act. For Pregnancy Leave and for Parental Leave for the purpose of Adoption, the Board shall compensate the employee through an Employment Insurance Commission approved Supplemental Employment Benefit Plan for the two-week waiting period in an amount equal to one hundred (100%) percent of his/her salary for the two-week time period. The Employee must provide proof from EI that an unpaid waiting period has been served. For the purpose of this article, weekly earnings are 5/194 of the employee's annual salary.

One hundred percent (100%) of the employee's normal weekly earnings minus the EI benefits for six weeks post-partum are payable. The combined weekly level of EI benefits, post-partum payments and other earnings will not exceed one hundred percent (100%) of the employee's normal weekly earnings. For the purpose of this article, weekly earnings are 5/194 of the employee's annual salary. Employees shall only be paid for time that falls within their normal scheduled work period

ARTICLE 27 - FAMILY CARE MEDICAL LEAVE

27.01 Family Medical leave will be granted in accordance with the provisions of the Employment Standards Act.

ARTICLE 28 - WSIB

28.01 a) An Employee who is absent from work and is claiming Workers' Safety Insurance Board (WSIB) or Long Term Disability (LTD) benefits shall retain the position held by the Employee immediately prior to the absence up to a maximum of twenty-four (24) months.

b) At the end of the twenty-four (24) month period the Employee's position shall be declared vacant and filled in accordance with Article 19, Job Posting.

28.02 **WSIB Supplement**

An Employee who is injured in the course of his/her duties shall have their Workers Safety Insurance Salary award supplemented from their sick leave credits to provide for payment of their full salary, until the sick leave credits have been exhausted. In the event an Employee does not wish to use their sick leave credits in this manner, he/she shall receive the Workers Safety Insurance salary award, and there shall be no deduction from sick leave credits. Written notification selecting this latter option must be given to Human Resources at the time the accident is reported.

ARTICLE 29 - HEALTH AND SAFETY

29.01 The Union and the Board recognize that safety is the joint responsibility of both parties. It is agreed that the employees and the Board will co-operate in order to comply with the Occupational Health and Safety Act.

29.02 Effective January 1, 2007, Employees shall receive an allowance of \$30.00 per month to subsidize the cost of a cell phone unless the employee is provided with a Board owned cell phone.

29.03 The Board and the Union agree to promote and maintain a harassment free workplace.

ARTICLE 30 - SICK LEAVE

30.01 The Board shall maintain a record of each permanent/probationary Employee's credited and accumulated sick leave and shall inform the Employee through electronic access by September 30th of each year as to the crediting and accumulation of the Employee's sick leave as of August 31st of the current calendar year.

30.02 a) Effective September 1st of each year an active Employee shall be entitled to sick leave credits for personal illness or injury as follows:

- i) on the first working day of the work year, a full time Employee shall be granted twenty (20) days sick leave credit;
- ii) part-time Employees shall have the number of sick leave credits prorated in the same proportion that the Employee's part-time schedule bears to a full-time schedule in the same position.

b) During the first year of employment, Employees hired after September 1st shall receive two (2) days sick leave credit per month to be given at the commencement of employment.

c) An Employee on an unpaid Leave of Absence of more than twenty (20) work days or on LTD shall not be considered an active Employee and shall not be entitled to accumulate sick leave credits for the period of the leave.

30.03 An Employee shall not be paid salary for any absence when there are no credits in the Employee's Sick Leave Credit Account.

30.04 The maximum number of days an Employee may accumulate in the Employee's Sick Leave Credit Account is three hundred (300) days. Notwithstanding, Employees shall retain sick leave credit accumulated with a predecessor Board as of June 30, 1998.

30.05 Subject to this Article, an Employee entering the service of the Board may transfer sick leave credits standing to the account of such Employee under a system of Sick Leave Credits established by any municipality or other District School Board in Ontario, in accordance with the provisions of the Education Act, to the Sick Leave Credit Account of the Employee with this Board to a maximum of two hundred and eighty (280) days.

ARTICLE 31 - RETIREMENT GRATUITY

- 31.01 The Board shall provide a Retirement Gratuity to Employees;
- (a) who are compelled to retire because of a complete disability to engage in any employment for the Board, as certified to by a duly qualified physician or surgeon;
- or
- (b) (i) who are retiring on a pension, payment of which would commence within twelve months from the date of such retirement, and
 - (ii) who have been employed on staff of the Grand Erie District School Board or one of its predecessors for a period of ten (10) consecutive years immediately prior to retirement.

31.02 The Gratuity paid under Article 35.01 shall be calculated as follows:

$$\frac{\text{Unused C.S.L. (To a maximum of 200)}}{200} \times 50\% \text{ of Salary}$$

- 31.03 The Retirement Gratuity shall be based on the Employee's latest year's salary and in any event not in excess of the amount of one-half year's earnings received by him/her immediately prior to termination of employment. Notwithstanding the foregoing, if, at any time in the five (5) years preceding retirement a full-time Employee has accepted a part-time assignment or a Leave of Absence, the gratuity will be calculated as if the Employee had been paid 100% of annual salary payable in the final year of employment.
- 31.04 The retiring Employee may request that such payment be scheduled over an extended period save that payment must commence within one year of retirement.
- 31.05 An Employee who plans to retire is to advise the Board of his/her intention to retire, in writing, by March 15 of any given year in order to qualify to receive payment of his/her Retirement Gratuity within the next budget year of the Board.
- 31.06 In the event of the death of an Employee after the termination of his/her employment in the service of the Board, any allowance or benefit for which he/she is eligible under the Retirement Gratuity Plan and which remains unpaid shall be paid to his/her estate.
- 31.07 In the event of the death of an Employee, a sick leave credit gratuity payment equivalent to the above formula shall be paid to his/her estate. This provision applies to all Employees who have had ten (10) years of service with the Grand Erie District School Board or one of its predecessors. For employees who have not had

ten (10) years of service with the Grand Erie District School Board or one of its predecessors, the estate shall be eligible for a gratuity payment based on the applicable formula, but the Gratuity shall be calculated on a pro-rata basis for the number of months' service with the Board.

31.08 Approved Leaves of Absence shall not constitute a break in continuous service.

ARTICLE 32 - PENSION PLAN

32.01 The Board shall make the appropriate deductions from the Employee's pay and submit to O.M.E.R.S. or T.P.P., as the case may be, the necessary Employee and Board pension contributions as required.

32.02 All permanent employees shall as a condition of employment be enrolled in the Ontario Municipal Employees' Retirement System or the Ontario Teachers' Pension Plan, as the case may be, on the first day of employment in accordance with the provisions of the OMERS Act or the TPP.

ARTICLE 33 - BENEFITS

33.01 It is understood and agreed between the parties hereto that the board, in making available the benefit plans set out in this Article, has not agreed to act as an insurer itself. The benefit plans are underwritten by insurance companies and the actual provisions of the policies issued shall govern each plan. The parties agree that the Board is not responsible in the event that the issuer determines that a claim is not payable. All group insurance coverage is subject to the approval of the insurance carrier.

A copy of the Group Master Policy or Policies of the benefit plans shall be given to the Bargaining Unit President. Details of the plans are outlined in booklets provided to each member by the carriers.

33.02 Extended Health Care

The Board shall pay 90% of the premium cost for each eligible Employee who wishes to participate. The following modifications are included in the package:

- a) **Vision Care** - Effective January 1, 2007 - a maximum of \$275 every two years for employee and spouse and \$100 every year for a dependent child (to a maximum of \$200 per child in any two consecutive years), which

includes coverage for eye exams to a maximum of \$50 every 24 months. Effective September 1, 2007 - a maximum of \$300 every two years for employee and spouse and \$100 every year for a dependent child (to a maximum of \$200 per child in any two consecutive benefit years), which includes coverage for eye exams to a maximum of \$50 every 24 months

- b) **Semi-private** - no semi-private hospital accommodation coverage is provided.
- c) **Drug Plan** - \$7.00 dispensing fee; no deductible.
- d) **Paramedical Services** (Chiropractor, Podiatrist, Naturopath, Osteopath, Speech Therapist, Physiotherapist, Psychologist and Massage Therapist) Effective January 1, 2007 a maximum of \$1,000 per year for each of these paramedical services. There shall be first dollar access to this coverage with no maximum per visit.
- e) **Out of Province Coverage** - Emergency out of Province coverage including travel assistance services
- f) **Dental** - For each eligible employee who wishes to participate, the Board shall pay 90% of the premium cost for basic dental services with 100% reimbursement to a \$1,500 annual maximum per insured person based on the previous year's O.D.A. General Practitioners' Fee Guide. In addition the following Riders are included:
 - Rider #2 - Dentures (maximum \$2,000 every year and 50% co-insurance for each employee, spouse and dependent child)
 - Rider #3 - Orthodontics (lifetime maximum of \$2,000 and 50% co-insurance for each employee, spouse and dependent child)
 - Rider #4 - Major Restorative (maximum \$2,000 every year and 50% co-insurance for each employee, spouse and dependent child)
- g) **Group Life Insurance** - Each employee who is eligible, and who wishes to participate, shall be covered by Group Life Insurance for an amount equal to two times annual salary and the Board shall pay 90% of the premium cost. Notwithstanding the foregoing, there shall be no reduction in the amount of life insurance coverage in effect on August 31, 1999 provided that the employee agrees to pay 100% of the premium cost for such insurance. Optional Employee Life Insurance: Subject to the approval of the insurance carrier, optional life insurance shall be available in units of \$25,000 to a maximum of \$250,000 provided that the employee pays 100% of the premium cost.

- h) **Optional Dependent Life Insurance-** Insurance on the life of an employee's spouse shall be available on application by the employee in the amount of \$20,000 for spouse and \$10,000 for each dependent child. The employee shall pay 100% of the premium cost for such insurance.

33.03 **Long-term Disability**

A Long-Term Disability (LTD) Plan shall be made available to employees by the Bargaining Unit. Employees will pay 100% of the premium cost. The Board agrees to deduct and remit the premiums to the carrier or carriers selected by the Bargaining Unit but shall not have any further obligations for administration of the Plan. Effective September 1, 2008, upon hire the Board will inform all new permanent employees that the LTD plan is compulsory.

- 33.04 The Board agrees to consult with the Bargaining Unit, prior to a change or renewal in insurance carriers.

- 33.05 The Board shall, upon application by the Employee, make payroll deductions for Registered Retirement Savings Plan contributions. The Bargaining Unit shall select the financial institution to administer the Plan. The participating Employee agrees to pay 100% of the contribution to his/her individual plan.

33.06 **Continuation of Benefits on Early Retirement**

- (a) Subject to eligibility requirements as specified by the carriers, an Employee who takes early retirement on a pension pursuant to the OMERS or the Teacher's Pension Plan (with payments to begin within two (2) months of the Employee's retirement date), may retain membership in any of the benefit plans to which he/she belongs at the time of retirement until he/she attains the age of sixty-five (65) years.
- (b) To maintain participation and coverage under the Agreement, the retired Employee must agree to participate in a pre-authorized debit plan to pay the full monthly premiums. The retired Employee shall supply the Board with a VOID cheque from her/his bank account. Deductions will be made from the Employee's account on the first banking day of each month. The Board reserves the right to discontinue participation in the benefit plans for anyone should any two payments be denied for insufficient funds.
- (c) The Board reserves the right to establish a separate group for retirees with premiums determined on the basis of the participants in the group.

- 33.07 Subject to eligibility requirements as specified by the carriers, an Employee on

extended Leave of Absence may retain membership in any of the benefit plans to which he/she belongs at the commencement of the Leave. The Employee must agree to participate in a pre-authorized debit plan to pay the full monthly premiums. The Board reserves the right to discontinue participation in the benefit plans for anyone should any two payments be denied for insufficient funds.

ARTICLE 34 - EMPLOYEE ASSISTANCE PROGRAM

- 34.01 The Board agrees to provide professional and confidential assessment and/or counselling assistance to the Members of the Bargaining Unit by maintaining an Employee Assistance Program (EAP). The EAP shall utilize the services of an independent professional counsellor and/or referral agents who are not employees of the Board.
- 34.02 An EAP Review Committee shall oversee the administration of the program and shall make recommendations to the Board concerning the range of services to be provided under the program.
- 34.03 The Bargaining Unit shall have one representative on the EAP Review Committee. The Committee shall meet at least once each year.

ARTICLE 35 - E.I. REBATE

- 35.01 The Board shall pay the Employment Insurance rebate to Employees.

ARTICLE 36 - PRO RATA DEFINITION

- 36.01 Employee Benefits (Extended Health Insurance, Life Insurance and Dental), sick days and salary shall be prorated in accordance with the percentage the permanent or part time assignment bears to the full time equivalency.

Example: employee is half-time -
Extended health, family coverage 50% (half-time) x 90% (Board's contribution to Benefits) = 45% x \$50.46 (cost of benefit) = \$22.70 (Board participation)

ARTICLE 37 - TEMPORARY EMPLOYEE

- 37.01 The term "temporary Employee" shall mean an Employee hired on a temporary basis for:

- a) special projects during periods of heavy workload, or for a specific term not to exceed five (5) consecutive months in the same assignment. Should it become necessary to extend the assignment beyond five (5) months, the reasons shall be discussed with the Bargaining Unit.
- b) replacement for Employees absent due to illness, accident or on approved Leaves of Absence, such Leaves of Absence not to exceed twenty-four (24) consecutive months. Should the Employee on Leave of Absence return earlier than expected, it is understood that the term of the temporary assignment, may be amended by the Employer.

37.02 A “temporary Employee” is a Member of the Bargaining Unit and shall pay union dues.

37.03 A “temporary Employee” may be employed on a full time or a part time basis.

- 37.04 a) A “temporary Employee” shall be paid a daily rate of pay based on the rate of pay for the position to which he/she is appointed. An allowance for experience may be granted at time of employment, in accordance with Article 47, Salaries.
- b) Subject to eligibility requirements, a “temporary Employee” employed for a predetermined period of six (6) consecutive months or more shall be entitled to participate in the extended health care plan, dental plan and life insurance plan outlined in Article 37, Benefits, from the beginning of the assignment. Premiums shall be paid by the Employer and the “temporary Employee” in accordance with Article 41, Pro-Rata Definition.
- c) A “temporary Employee” employed for a predetermined period of six (6) consecutive months or more shall be entitled to two (2) days of sick leave for each month of active full time service for the duration of the assignment to a yearly maximum of twenty (20) days. The two days shall be credited at the beginning of each month of the temporary assignment.

37.05 A “temporary Employee” who works less than full time shall be paid the amounts and be entitled to sick days as outlined above, in the same proportion that the less than full time assignment bears to a full assignment.

37.06 A “temporary Employee” shall have his/her employment terminated at the expiration of the period of employment without having established any seniority. If, however, such Employees are hired to fill a permanent position with no intervening break in service then seniority shall be retroactive to the date of original continuous employment, as per the Article 16, Seniority of the Agreement.

ARTICLE 38 - DEFINITIONS

Bargaining Unit	The term “Bargaining Unit” shall mean the Professional Student Services Personnel Bargaining Unit of the Grand Erie District School Board, Ontario Secondary School Teachers’ Federation.
Board/Employer	The term “Board” and/or “Employer” shall mean the Grand Erie District School Board.
Employee	The term “Employee” as used herein shall mean all Employees as described in Article 2, Recognition of this Collective Agreement.
Full-time Employee	The term “full-time Employee” shall mean an Employee employed who works thirty-five (35) hours per week as defined in the Collective Agreement.
Member	The term “Member” shall mean a Member of the Bargaining Unit.
Part-time Employee	The term “part time Employee” shall mean an Employee employed who works less than thirty-five (35) hours per week as defined in the Collective Agreement.
Union	The term “Union” shall mean the Ontario Secondary School Teachers’ Federation.
Working Day	The term “working day” as used herein shall mean a day other than Saturday, Sunday or a recognized holiday.

ARTICLE 39 - GENERAL TERMS

- 39.01 Employees shall be paid strictly in accordance with the terms of this Agreement.
- 39.02 Letters of Agreement and Letters of Understanding that are attached to this Collective Agreement shall form part of this Agreement and are grievable and arbitrable.

ARTICLE 40 - EFFECTIVE PERIOD AND RENEWAL

- 40.01 This Agreement shall be in effect from September 1, 2008 and shall remain in full force up to and including August 31, 2012 and shall continue automatically thereafter for annual periods of one year unless either Party notifies the other Party in writing within ninety (90) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications, in accordance with the Ontario Labour Relations Act.
- 40.02 If either Party gives notice of its desire to negotiate amendments in accordance with Article 45, the Parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Labour Relations Act.

ARTICLE 41 - AMENDMENTS

- 41.01 Amendments to the provisions of this Collective Agreement shall be made in writing only by mutual consent of the Parties. Any such revision or amendment shall not become effective until ratified by the Board and the Bargaining Unit.

ARTICLE 42 - SALARIES

- 42.01 Employees shall be paid twice monthly over a twelve-month period by direct deposit. The annual salary includes vacation pay and payment for paid holidays.
- 42.02 Part-time Employees shall be paid on a pro-rated basis in accordance with the percentage the part-time assignment bears to the regular full-time salary and allowances in Article 47.
- 42.03 Previous experience in the same Professional Student Services Personnel position with another Board shall be recognized at time of hire for placement on the grid. At the discretion of the Director of Education or designate, related experience may be recognized at the time of hire for placement on the grid.
- 42.04 All Employees who are not at maximum salary shall proceed to the next grid step after each year of active service.
- 42.05 In the event that an Employee is promoted to a higher classification, the Employee shall be placed at the year level of experience of the new classification that will provide an increase in salary for the Employee.

- 42.06 Diagnostic Autonomous Allowance - Psychological Associates who have the controlled act of diagnosis and practice autonomously, shall receive an annual allowance of \$3,090 effective September 1, 2008, \$3183 effective September 1, 2009, \$3278 effective September 1, 2010, \$3376 effective September 1 2011.
- 42.07 Clinical Supervision Allowance - A Psychological Associate may be appointed by the employer to provide clinical supervision to Psycho-Educational Consultants. This employee shall receive an annual allowance of \$4326 effective September 1, 2008, \$4456 effective September 1, 2009, \$4590 effective September 1, 2010, \$4728 effective September 1, 2011.

ARTICLE 43 - PERFORMANCE APPRAISAL

- 43.01 No member of the Bargaining Unit shall conduct a performance appraisal on another member of the bargaining unit.

ARTICLE 44 - PROFESSIONAL DEVELOPMENT

- 44.01 Effective September 1, 2006 the Board agrees to allocate \$10,000 per school year for professional development for members of the Bargaining Unit.

SALARY GRID

CLASSIFICATION	YEAR 0	YEAR 1	YEAR 2	YEAR 3
Psychologist Sept 1, 2011 Sept 1, 2010 Sept 1, 2009 Sept 1, 2008	\$100,826 \$ 97,889 \$ 95,038 \$ 92,270	\$103,461 \$100,448 \$ 97,522 \$ 94,682	\$106,161 \$103,069 \$100,067 \$ 97,152	\$108,829 \$105,659 \$102,582 \$ 99,594
Psychological Associate/ Psycho-Educational Consultant Sept 1, 2011 Sept 1, 2010 Sept 1, 2009 Sept 1, 2008	\$69,086 \$67,074 \$65,120 \$63,223	\$73,233 \$71,100 \$69,029 \$67,018	\$77,375 \$75,121 \$72,933 \$70,809	\$81,520 \$79,146 \$76,841 \$74,603
Social Worker Sept 1, 2011 Sept 1, 2010 Sept 1, 2009 Sept 1, 2008	\$69,086 \$67,074 \$65,120 \$63,223	\$73,233 \$71,100 \$69,029 \$67,018	\$77,375 \$75,121 \$72,933 \$70,809	\$81,520 \$79,146 \$76,841 \$74,603
Speech-Language Pathologist i) Sept 1, 2011 Sept 1, 2010 Sept 1, 2009 Sept 1, 2008	\$69,086 \$67,074 \$65,120 \$63,223	\$73,233 \$71,100 \$69,029 \$67,018	\$77,375 \$75,121 \$72,933 \$70,809	\$81,520 \$79,146 \$76,841 \$74,603
Attendance Counsellor Sept 1, 2011 Sept 1, 2010 Sept 1, 2009 Sept 1, 2008	\$46,826 \$45,462 \$44,138 \$42,852	\$49,638 \$48,192 \$46,788 \$45,425	\$52,449 \$50,921 \$49,438 \$47,998	\$55,254 \$53,645 \$52,083 \$50,566
Behaviour Counsellor Sept 1, 2011 Sept 1, 2010 Sept 1, 2009 Sept 1, 2008	\$46,826 \$45,462 \$44,138 \$42,852	\$49,638 \$48,192 \$46,788 \$45,425	\$52,449 \$50,921 \$49,438 \$47,998	\$55,254 \$53,645 \$52,083 \$50,566

Child and Youth Worker				
Sept 1, 2011	\$37,343	\$40,144	\$42,945	\$45,747
Sept 1, 2010	\$36,255	\$38,975	\$41,694	\$44,415
Sept 1, 2009	\$35,199	\$37,840	\$40,480	\$43,121
Sept 1, 2008	\$34,174	\$36,738	\$39,301	\$41,865

Letter of Understanding -Re: Native Counsellor and Native Attendance Counsellor

1. For positions funded by outside agencies, the parties shall determine the appropriate salary, based on qualifications of the employees and the expectations of the roles. Employees hired under these circumstances shall be considered Members of the Bargaining Unit.
2. Notwithstanding the above, the current incumbent Native Counsellor shall be paid at the same rate as Social Worker and the current incumbent Native Attendance Counsellor at the same rate as Attendance Counsellor.
3. The current incumbents in the classifications of Native Counsellor and Native Attendance Counsellor shall accrue seniority within said job classifications and shall enjoy all the rights and privileges of a Bargaining Unit Member.

Letter of Understanding - External Agencies

The parties agree to meet within thirty (30) working days of the publication of the Provincial Protocol Template in order to review the document and determine an implementation strategy for the Grand Erie District School Board and the PSSP Bargaining Unit.

Letter of Understanding - PDT Benefit Enhancements

The Board will meet with OSSTF (PSSP) to determine the benefit enhancements for September 2010 based on the Provincial Discussion Table Agreement. The Board will share the financial analysis and calculations of this allocation with OSSTF (PSSP). All group benefit coverage levels, provisions and practices in place in 2007-08, and not revised under this PDT enhancement shall remain status quo for the 2008 to 2012 collective agreement.

Letter of Understanding - Professional Development Monies

In accordance with the PDT Agreement, the allocation of the Bargaining Unit’s proportional share of the \$17 million one-time 2008-09 Ministry of Education funding enhancement for professional development and training for education support workers will be transferred directly by the Board to the Bargaining Unit no later than December 31, 2008 for the

purposes of professional development, training and equipment. The Bargaining Unit's share of this enhancement shall be the ratio between the OSSTF Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-07 Financial Statements.

Letter of Understanding - Re: Implementation of the PDT

In 2009-10, the Board will apply the B:10, Appendix 9 projected funding enhancement, up to the value of the Board's share (projected at \$346,634 in 2009-10 and increasing to a projected \$352,369 in 2010-11 and \$359,445 in 2011-12), in the following order:

1. Offset staff reductions in Professional Student Services Personnel (PSSP) Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment.

The Parties agree the 2008-09 permanent FTE by discipline is:

Speech/Language Pathologists	5.0 FTE
Social Workers	5.5 FTE
Psychological Associates/Psycho-Educational Consultants	8.0 FTE
Native Counsellors	2.0 FTE
Child and Youth Workers	12.0 FTE
Behaviour Counsellors	6.0 FTE
Attendance Counsellors	5.0 FTE

2. Use all remaining funds to hire additional unionized Board-employed OSSTF PSSP staff in 2009-10, up to the value of the Board's share of this new allocation.

The parties agree to use the Labour Management Committee to review and implement the staffing enhancements from the PDT. The Bargaining Unit may have a Provincial OSSTF staff person attend as a resource. The parties further agree that \$25,000 annually of the staffing enhancement funding for the school years 2009-10, 2010-2011 and 2011-12 shall be used for additional professional development for the bargaining unit members.

The Committee shall meet prior to April 30, 2009 to determine the allocation of the staffing funding enhancements in paragraph 2 above. It is understood that the total amount used for the staffing funding enhancements and additional professional development shall not exceed the Board's share of this new allocation.

This letter of understanding shall expire on August 30, 2012.

Dated at Brantford this _____ day of _____, 2009.

For the Board

For OSSTF District 23, PSSP