

COLLECTIVE AGREEMENT

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter called "THE BOARD")

and

THE PROFESSIONAL STUDENT SERVICES PERSONNEL
(hereinafter called "THE P.S.S.P.")

Represented by

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

EFFECTIVE PERIOD: September 1, 2008 to August 31, 2012

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ARTICLE 1 - PURPOSE AND SCOPE

- 1.01 It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships between the Board and the Ontario Secondary School Teachers' Federation (O.S.S.T.F.) with respect to the Professional Student Services Personnel (P.S.S.P.), including Psychologists, Psychoeducational Consultants, **Psychological Associates**, Social Workers/Attendance Counsellors, Speech-Language Pathologists, and Communicative Disorders Assistants (including Speech Language Assistants), Change Your Future Counsellors and Re-engagement Attendance Counsellors. Persons employed in the above-noted positions, employed on a temporary basis, will also be covered by this Collective Agreement.
- 1.02 Except for error, omission or inadvertence, it is the intent of the parties and the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, and to provide machinery for the settlement of all matters in dispute between the parties that arise out of this Agreement. The Board recognizes the professional qualifications that members of this bargaining unit may hold.
- 1.03 No persons paid or unpaid shall perform work of the bargaining unit. If temporary money is made available through grants, and restrictions only allow the use of community agencies, a protocol will be established in writing by the parties at a JUM meeting. Such protocol will be developed as early as possible while respecting timelines associated with the grant. Notwithstanding the above, **the role of supervisors and practicum students may continue as performed since January 1, 2003 to ratification.**

ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes O.S.S.T.F. as the exclusive bargaining agent authorized to negotiate on behalf of the P.S.S.P. as defined in Section 1.01 employed by the Greater Essex County District School Board.
- 2.02 The Board recognizes the right of the Bargaining Unit to authorize O.S.S.T.F. or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.03 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.

- 2.04 The Board recognizes the right of the P.S.S.P. Bargaining Unit to have O.S.S.T.F. and District 9 officers and/or legal counsel present during any meetings with Board representatives when the conduct or competence of a member is being investigated **and will not be unreasonably denied on matters relating to the Collective Agreement.**
- 2.05 (a) The Board and its representatives, including supervisors, further recognizes its obligation to advise an employee of his/her right to a Bargaining Unit representative as outlined in Article 2.04 at a meeting when potential discipline, discharge, competence or conduct of an employee is being discussed. This notification will occur prior to the meeting, giving the employee sufficient time **in order to arrange for** the Union to have a representative present.
- (b) **Pursuant to Articles 2.04 and 2.05 (a), at the time such meeting is arranged by the Board the supervisor will advise the employee the specific reason for the meeting.**
- 2.06 P.S.S.P. shall be allowed to communicate with its membership using the Board's internal mail service, telephone, fax and e-mail.
- 2.07 O.S.S.T.F. recognizes the right of the Board to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.08 The Code of Ethics recognized by the Board and the Bargaining Unit shall be the Code of Ethics of the College of Psychologists of Ontario, the Code of Ethics of the College of Audiologists and Speech-Language Pathologists of Ontario, Code of Ethics of the Ontario College of Social Workers and Social Service Workers, and the Code of Ethics of the Ontario Association of Counselling and Attendance Services currently in effect.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 O.S.S.T.F. recognizes that the Board has the right, duty and responsibility to provide and manage schools and operations under its jurisdiction. The Board agrees, however, that it will not exercise any of its rights or make or alter any rules or regulations for the purpose of restricting or limiting the rights of its employees as granted and preserved in this Agreement.
- 3.02 O.S.S.T.F. further recognizes the right and duty of the Board to discipline, demote, suspend and discharge employees provided that a claim by a permanent seniority employee that he/she has been disciplined, demoted, suspended or discharged without just cause may be the subject of a grievance and dealt with as provided in Article 10.

- 3.03 The Board agrees to meet with and receive and consider input from the P.S.S.P. Bargaining Unit Executive prior to the implementation of changes, concerning policy and procedures, that may affect the working conditions of the employees. **Every effort will be made to schedule this meeting at least 30 days prior to changes as noted above.**
- 3.04 If changes in staff complement are anticipated, the Joint Union/Management Committee will meet to receive and consider input prior to implementation. Notification of such changes will be provided in writing to the P.S.S.P. President. **Every effort will be made to schedule this meeting at least 30 days prior to changes as noted above.**
- 3.05 **Representatives of the School Board will support P.S.S.P. members in complying with professional ethics, professional standards and/or judgement. Issues arising from this clause shall be brought to the attention of the appropriate supervisor allowing the supervisor to address such matters with the parties concerned.**

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Board agrees that there shall be no interference, restraint, coercion, harassment, or discrimination practiced against employees on the grounds of P.S.S.P. membership or activity or as highlighted within the meaning of the *Ontario Human Rights Code*, such as race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, **record of offences**, marital status, same-sex partnership status, family status, or disability.
- 4.02 The Board and the Union agree that **discrimination, harassment and objectionable behaviour are** unacceptable and it is **a joint** responsibility to maintain **a discrimination, harassment and objectionable behaviour** free workplace.
- 4.03 **For the purpose of this Article, all references can include discrimination, harassment and/or objectionable behaviour whichever is relevant to the incident and shall be subject at a minimum, to the provisions, procedures and regulations as per the current Board Policies on Employee Discrimination and Harassment Prevention and Resolution and Objectionable Behaviour Prevention and Resolution.**

ARTICLE 5 - UNION MEMBERSHIP AND CHECKOFF

- 5.01 All employees shall, as a condition of employment, either maintain their Union membership or join the Union within thirty (30) days after the ratification of this Agreement and shall remain Union members in good standing.
- 5.02 Employees hired subsequent to the ratification of this Agreement shall become Union members as of the first day of work, as a condition of employment, and shall remain Union members in good standing.
- 5.03 On each date the employee receives his/her pay deposit, the Board shall deduct from each employee, the O.S.S.T.F. dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by O.S.S.T.F. and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- 5.04 The O.S.S.T.F. dues deducted in accordance with 5.03 shall be remitted to the Treasurer of O.S.S.T.F. at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the 15th of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their identification numbers, the amounts deducted, and the number of days worked.
- 5.05 Dues specified by the Bargaining Unit in accordance with 5.03, if any, shall be deducted and remitted to the Treasurer of O.S.S.T.F., District 9, no later than the 15th of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their identification numbers, the amounts deducted, and the number of days worked.
- 5.06 O.S.S.T.F. and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by O.S.S.T.F. and/or the Bargaining Unit.
- 5.07 The Board agrees to provide District 9 O.S.S.T.F. and the District 9 P.S.S.P. President with a schedule listing members covered by this Agreement, complete with addresses, professional qualifications, categories and current salary levels. This list will be provided by October 15th of each year or as soon as possible in the school year. At the time of hiring of any member during the term of this Agreement, the Board shall provide the foregoing information to District 9. In the event of subsequent changes in any member's status, including, without restriction, resignation and termination, the Board shall immediately notify District 9 of such change.

- 5.08 The Board agrees to provide newly hired employees upon commencement of employment with a copy of the current collective agreement and to inform them of the name of the P.S.S.P. President.
- 5.09 When a Tentative Agreement is reached between the parties and for the purpose of ratification, the Board will supply the P.S.S.P. President with the required number of copies of the Tentative Agreement **and an electronic copy of the Final Agreement will be sent to the P.S.S.P. conference following ratification.**
- 5.10 The Board shall electronically post P.S.S.P. notices to the OSSTF-PSSP conference.

ARTICLE 6 - UNION RELEASE TIME

- 6.01 The Negotiating Committee of P.S.S.P. shall be released from their duties without loss of pay, benefits, sick leave credit, seniority, service or experience for the purpose of attending negotiations for the renewal of this Collective Agreement.
- 6.02 The Union will be billed for any replacement costs incurred to replace members released for P.S.S.P. negotiations and/or Joint Union/ Management Committee meetings.
- 6.03 At the request of the President of P.S.S.P., and subject to the approval of the Superintendent of Special Education **or designate**, the Board may excuse from duty P.S.S.P. members who may be required to be absent during working hours to carry out Union related business. Such leave shall be without loss of salary, sick leave, benefits or seniority. Such approval shall not be unreasonably withheld.
- 6.04 (a) The P.S.S.P. may have at its discretion the position of President, up to one FTE, relieved from his/her duties as is approved by the membership. The P.S.S.P. will be billed for any replacement costs incurred to replace the President. Best efforts will be made to fill the vacancy left by such leave. The President's workload assignment will be reduced to reflect the release time.
- (b) **The timing of such release shall be at the discretion of the Bargaining Unit. Any meeting called outside the time release by the Board shall not impact on the available time-release of the President. When the P.S.S.P. President is relieved from duties as per Article 6.04 (a) all efforts will be made by the President to schedule union related business during these hours. The appropriate supervisor will be notified of any change in the President's schedule.**

- (c) Notwithstanding Article 13.0 the employee(s) affected in Article 6.04 (a) will not lose salary, benefits, or seniority while fulfilling their Union duties.
- 6.05 An employee elected, hired or seconded to a position with O.S.S.T.F. provincially will be granted a leave of absence. The employee or the bargaining unit will renew this leave on an annual basis.

ARTICLE 7 - JOINT UNION/MANAGEMENT COMMITTEE

- 7.01 The Board and the P.S.S.P. shall establish a Joint Union/Management Committee for the purpose of considering matters pertaining to or arising out of this Agreement and any matter that affects union-management relations including staffing issues. **Both parties shall make every effort to hold such meetings on a monthly basis.**
- 7.02 Any matter which is of concern to either party to this Agreement may be the subject of discussion at regularly scheduled Joint Union/Management Committee meetings. The committee shall meet at the request of either party to discuss such matters.
- 7.03 Union release time for the Joint Union/Management Committee will be as specified in Article 6. The Joint Union/Management Committee meetings will be held, whenever possible, after school hours at no cost to either party.
- 7.04 This committee does not in any way form part of the grievance or arbitration procedure set forth in this Agreement and no matter which is the subject matter of the grievance or arbitration procedure shall in any event be the subject of discussion at a meeting of this committee.
- 7.05 The Superintendent of Special Education and the President of P.S.S.P. **shall** be in attendance for Joint Union/Management (JUM) meetings. **Should either party be unavailable because of a situation beyond their control the Joint Union Management meeting shall be cancelled and agenda items will be deferred to the next scheduled meeting.**
- 7.06 The President of the P.S.S.P. or designate **and Superintendent of Special Education or designate** must submit **detailed agenda items to the other party** at least three full-working days prior to the scheduled meeting. **If neither party submits agenda items by this time the meeting will be cancelled.**

ARTICLE 8 - SENIORITY

- 8.01 Seniority shall mean an employee's length of continuous service with the Greater Essex County District School Board and its predecessor Boards.
- 8.02 (a) By January 31 of each year, the Board shall prepare, publish and post, on a current basis, seniority lists. The seniority lists will be determined in accordance with the provisions of this Article and shall be used for the purposes of determining layoffs and recalls.
- (b) For seniority purposes only, employees shall be listed separately as follows:
- (i) Psychologists, Psychological Associates, and Psychoeducational Consultants
 - (ii) Social Workers/Attendance Counsellors
 - (iii) Speech-Language Pathologists
 - (iv) Communicative Disorders Assistants (Speech-Language Assistants)
 - (v) Change Your Future Counsellors
 - (vi) Re-engagement Attendance Counsellors
- 8.03 An employee will be considered probationary and will not be placed on a seniority list and shall not have any seniority rights hereunder until the employee has worked for a period of ten (10) working months in a permanent vacancy in a classification covered by this Agreement. Seniority rights of employees shall be established after a probationary period of ten (10) months and shall date from the time any such employee first entered the employment of the Board or in the case of uninterrupted service in a predecessor Board.
- 8.04 Probationary Employee
- (a) During the probationary period, a probationary employee shall be entitled to all rights and privileges of the Collective Agreement.
 - (b) During the probationary period, the Board may discipline and discharge for a lesser standard of cause.
 - (c) Successful completion of the probation period shall be evidenced in writing by the Manager of Human Resources or designate.
 - (d) A letter will be submitted by the appropriate Supervisor and endorsed by the Superintendent of Special Education to the Superintendent of Human Resources or designate acknowledging whether or not the

probationary employees performance during the probationary period has been acceptable.

8.05 Temporary Employee

- (a) A "temporary employee" means an employee hired for a period not longer than ten (10) working months. Temporary assignments may be extended beyond ten (10) working months where such assignment is to replace an absent employee on an approved absence. If the position is extended beyond a ten (10) month period, such position shall be agreed upon at a Joint Union Management Committee meeting.
- (b) Temporary employees are members of the bargaining unit. All temporary employees shall be entitled to all rights and privileges of the Collective Agreement, except for seniority **and Article 13.03**.
- (c) If a temporary employee is hired into a permanent position by the Board, his/her time as a temporary employee will be credited towards his/her probationary period and towards seniority as long as the period is continuous and there is no interruption of service **longer than 30 working days**.

- 8.06
- (a) An employee on a paid or unpaid leave of absence is deemed to continue to accumulate seniority during that leave of absence.
 - (b) Where seniority is equal, in accordance with Section 8.01, the order of seniority shall be determined by the following criteria taken in order as follows:
 - (i) total number of years employed by the former Board of Education for the City of Windsor or the former Essex County Board of Education;
 - (ii) if tied, then by chance.

8.07 Seniority rights shall cease for any one of the following reasons when a member:

- (a) resigns his/her employment;
- (b) retires from his/her employment;
- (c) is discharged and is not reinstated through the grievance procedure or arbitration;
- (d) is laid off and has not been recalled in accordance with Section 8.09.

- 8.08 (a) Layoffs shall be defined as a reduction of the work force or a reduction in the scheduled hours of employment.
- (b) In the event of a reduction of staff, layoff shall be based on the seniority lists of each classification as listed in Subsection 8.02 (b). Employees with the least number of years seniority within each classification will be the first to be laid off.
- 8.09 (a) Recall shall be based on the seniority in each classification. The right of recall shall extend for three (3) years. Seniority shall continue to accumulate while an employee is waiting to be recalled.
- (b) Employees must notify the Superintendent of Special Education by registered letter no later than March 1 of each year that they wish to remain on the recall list for the following year.
- (c) Employees on the recall list shall be responsible for informing the Board and District 9 of any change of address.
- (d) The Board shall notify an employee being recalled in writing by registered mail and such employee shall notify the Board of acceptance no later than 14 days after receipt of recall notice. An employee unable to notify the Board of acceptance within 14 days due to injury, illness or other extenuating circumstance that prevent the employee from notifying the Board deemed acceptable by the Superintendent of Special Education Programs shall not lose future recall rights.
- 8.10 Unless legislation is more favourable to the members, the Board shall notify members who are to be laid off thirty (30) days prior to the effective date of lay-off. If the member has not had the opportunity to work the days as provided in this sub-article, the member shall be paid for the days for which work was not made available

ARTICLE 9 - EMPLOYEE RECORDS

- 9.01 (a) Following the request of an employee for an appointment, the Board shall make available for review, during normal business hours, all information in his/her files.
- (b) The employee may be accompanied by a P.S.S.P. representative.
- (c) Upon written authorization by the employee, a P.S.S.P. representative shall have access to the employee's file.

- (d) The employee may copy any material contained in his/her file.
 - (e) If the employee disputes the accuracy or completeness of information in the file other than an evaluation report, the Superintendent of Human Resources, or designate, within a reasonable time from the receipt of a written request by the employee stating the alleged inaccuracy, shall either confirm or amend the information. Where information is amended, the Superintendent of Human Resources or designate, shall, at the written request of the employee, notify all persons who received a report based on the inaccurate information of any amendments.
- 9.02 (a) **Employees** will receive a copy of any Board initiated reprimand or disciplinary action which is entered in the member's personnel file. The P.S.S.P. President will receive a written copy of this action.
- (b) An employee may make a request to the Superintendent of Human Resources or designate, in writing, to have a disciplinary or adverse letter removed from the employee's personnel file after two years if that employee has not had additional related letters placed into the file since the date of the letter in question.
- The Superintendent of Human Resources or designate shall respond in writing, within ten (10) school days as to whether or not such requests shall be granted. Where the request is denied, the Superintendent shall provide the reason for the denial, in writing, to the employee. Where the request is granted the adverse or disciplinary letter and all correspondence related to the letter shall be removed from the file.
- (c) **The central Human Resources personnel file shall be the only official employee file.**
- 9.03 The Board shall not distribute or share a P.S.S.P. employee's personal phone numbers, personal address, personal e-mail information or personal information to students or family members of students.

ARTICLE 10 - GRIEVANCE and ARBITRATION PROCEDURE

- 10.01 (a) A "grievance" is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.

- (b) A "party" shall be defined as:
 - (i) a Bargaining Unit
 - (ii) the Board
- (c) For the purpose(s) of this Article, whenever reference is made to working days, such time-line shall be based upon the work schedule of any Board, Federation and/or Bargaining Unit employee(s) who may be involved with the matter at issue.

10.02 An employee shall have the right to have present a representative from OSSTF to assist at any stage in this grievance and arbitration procedure.

10.03 Procedure - Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the employee with the Superintendent of Special Education within ten (10) working days of the time 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 ten (10) working days of the informal stage.

Step One

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

The written grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Collective Agreement; AND
- (ii) a statement of the facts to support the grievance; AND
- (iii) the relief sought; AND
- (iv) the signature of the duly authorized official of the Bargaining Unit.

Step Two

Failing satisfaction at Step One, then within ten (10) working days after receipt of the reply from the Superintendent of Human Resources or designate, the Union may, at its discretion, appeal the decision of the Superintendent. Submissions to the Superintendent of Human Resources shall be made within ten (10) working days of the request to initiate Step Two. The Superintendent shall respond in writing within ten (10) working days following the scheduled meeting.

10.04 (a) If the reply of the Superintendent is unacceptable to the Bargaining Unit, it may, within ten (10) working days of receiving the written reply, apply for arbitration.

- (b) Failure to proceed with notice for arbitration within the ten (10) working days will result in forfeiture of rights to the grievance procedure.

10.05 Policy and Group Grievance

The Bargaining Unit has the right to file a policy grievance or group grievance on behalf of two or more employees who are similarly affected as a result of an alleged violation of the Collective Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) working days of the event which gave rise to the grievance or within twenty (20) working 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 at Step Two. The President of the Bargaining Unit, after discussing the grievance with the Bargaining Unit Executive, shall provide a response in writing within ten (10) working days after receipt of the grievance.

- 10.06 (a) Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure established by this Agreement, notify the other party of its desire to submit the difference or allegation to arbitration.
- (b) The notice shall be delivered to the other party within fifteen (15) working days after receiving the reply under Step Two. The Arbitrator will be selected by the parties. If the two parties fail to agree upon an arbitrator, the appointment shall be made by the Ontario Labour Relations Board upon the request of either party.
- (c) The Arbitrator shall hear 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 or board affected by it.
- (d) The single Arbitrator shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.
- (e) The single Arbitrator shall have the powers as outlined in the *Labour Relations Act*.
- (f) Notwithstanding the above, the parties may agree to the appointment of an Arbitration Board with each party naming a nominee by mutual consent.

- 10.07 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.
- 10.08 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.
- 10.09 Should the processing or investigation of a grievance require that a grievor or the Bargaining Unit representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the appropriate Superintendent or designate.
- 10.10 Cost of Arbitration
The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the parties. Other costs incurred by each party shall be the responsibility of that party.
- 10.11 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The Agreement shall be made in writing and stipulate the name of the mediator and the time line for grievance mediation to occur. The cost of the mediator shall be shared equally.
- 10.12 In accordance with Article 10.11, no person who has been involved in an attempt to negotiate or settle the grievance may be appointed as an arbitrator.

ARTICLE 11 - SALARIES

11.01

2008 09 01 2009 09 01 2010 09 01 2011 09 01

(a) Psychologist

STEPS

0	67,131	69,145	71,220	73,356
1	70,956	73,084	75,277	77,535
2	74,781	77,025	79,335	81,715
3	78,608	80,966	83,395	85,897
4	82,433	84,906	87,453	90,077

(b) Psychoeducational Consultant/
Psychological Associate

STEPS

0	59,839	61,634	63,483	65,388
1	63,214	65,111	67,064	69,076
2	66,591	68,588	70,646	72,765
3	69,967	72,066	74,228	76,455
4	73,342	75,542	77,809	80,143

(c) Social Worker/Attendance Counsellor STEPS

0	59,839	61,634	63,483	65,388
1	63,214	65,111	67,064	69,076
2	66,591	68,588	70,646	72,765
3	69,967	72,066	74,228	76,455
4	73,342	75,542	77,809	80,143

(d) Speech-Language Pathologist STEPS

0	59,839	61,634	63,483	65,388
1	63,214	65,111	67,064	69,076
2	66,591	68,588	70,646	72,765
3	69,967	72,066	74,228	76,455
4	73,342	75,542	77,809	80,143

(e) **Re-engagement Attendance
Counsellor**

STEPS

0	51,885	53,442	55,045	56,696
1	55,128	56,781	58,485	60,239
2	58,371	60,122	61,926	63,784
3	61,614	63,462	65,366	67,327
4	64,856	66,802	68,806	70,870

(f) **Re-engagement Attendance
Counsellor - S.A.L.E.P.**

STEPS

0	51,885	53,442	55,045	56,696
1	55,128	56,781	58,485	60,239
2	58,371	60,122	61,926	63,784
3	61,614	63,462	65,366	67,327
4	64,856	66,802	68,806	70,870

(g) Communicative Disorders Assistant	STEPS				
	0	24.67	25.74	26.52	27.32
	1	25.97	27.26	28.08	28.93
	2	27.33	28.78	29.64	30.53
	3	28.66	30.29	31.20	32.14

(h) Change your Future Counsellors	STEPS				
	0	25.24	25.99	26.77	27.57
	1	26.72	27.52	28.35	29.20
	2	28.20	29.05	29.92	30.82
	3	29.68	30.58	31.49	32.44

- (i) Communicative Disorders Assistants (Speech-Language Assistants) will be paid for the March break, the Christmas break, as well as any other statutory holidays which fall within the school year but outside the Christmas break.

NOTE: Steps under this section denote years of service in the position with The Greater Essex County District School Board or its predecessor Boards and allowable experience.

11.02 The cost of living allowance will be inoperative during the term of this agreement and will be the subject of negotiations for the renewal of this agreement.

11.03 A holder of an approved Ph.D. degree will receive **the per annum amount as indicated below** when the degree is not being used for other purposes. **In addition, Psychological Associates and Speech Language Pathologists will receive the per annum amount below.**

	<u>2008/2009</u>	<u>2009/2010</u>	<u>2010/2011</u>	<u>2011/2012</u>
Ph.D.	\$1648	1697.44	1748.36	1800.81
P. Assoc. and S.L.P. *	\$950.69	979.21	1008.59	1038.84

***For Speech Language Pathologist(s) who supervise a Communicative Disorders Assistant (CDA). The amount will be paid at the end of the academic year.**

11.04 A half-time (and grandparented part-time) employee shall be paid at the rate of salary for his/her category with all allowances and employee benefits, all of which shall be prorated in the same ratio as the half-time (and grandparented)

employment bears to full-time employment except that the retirement/service allowance shall be calculated in accordance with the provisions of Section 15.02. It will be the responsibility of the employee to make arrangements with the Board for the full payment of the employee benefits if he/she so desires.

- 11.05 A temporary employee shall be paid at the same rate of salary for his/her category with all allowances and employee benefits that a permanent employee receives. All other aspects of the agreement will also apply to temporary employees, except for seniority provisions. For half-time temporary employees, refer to article 11.04.

A newly hired employee shall be paid a salary commensurate with their qualifications, and prior experience, that does not exceed the salary of an incumbent staff having the same or equal qualifications, experience and responsibility.

- 11.06 For the purpose of the deduction of a day's pay from an employee's salary, the calculation shall be made on the basis of one hundred and ninety-nine (199) days.
- 11.07 **Should an employee be hired into the occupational classification of Psychologist but is unregistered and the employee does not become registered from two years of his/her date of hire he/she shall be frozen at his/her current grid step. Once registration is obtained, the employee will move to the appropriate grid step, without retro-active pay.**
- 11.08 **Any change in method of payment schedule will be agreed upon by the P.S.S.P. and the Board.**

ARTICLE 12 - WORKING CONDITIONS

- 12.01 **The work year shall be the school year as defined in the *Education Act and Regulations*. It continues to be the expectation within their regular annual salary, that employees will be fully prepared to commence work at the beginning of the school year.** Employees, excluding Communicative Disorders Assistants (Speech Language Assistants) and Change Your Future Counsellors, shall receive an annual salary which includes vacations and paid holidays.
- 12.02 The standard work week shall be thirty-five (35) hours per week, Monday to Friday inclusive. Full time employees shall be allotted at least one-half (1/2) day per week to prepare reports and complete responsibilities. Once a month, the team meeting will constitute office time for that particular week.
- 12.03 In the event that additional hours outside the completion of regular work

duties are required, during the summer, then compensation will be provided. Service will be provided with mutual consent by the member(s) assigned to that school; should the member(s) decline, the hours will be offered based on discipline and seniority.

- 12.04 (a) Employees will have access to supplies, tech support, equipment, and special materials appropriate to each individual discipline. A secure satellite office (no student access) and where possible, a separate intervention space shall be provided.
- (b) **It is the Board's responsibility to provide an appropriate satellite office and intervention space.** A letter will be sent out by the Superintendent in August containing expectations for both satellite office and intervention space in each school, as agreed upon at Joint-Union Management.
- (c) This will be reviewed on an annual basis as follows:
- (i) **The Principal, in discussion with the employee, will provide the employee with appropriate intervention and satellite office space commensurate with health and safety standards as outlined in this clause.**

The following will be minimum for satellite office space:

Telephone, computer drop **with network access, printer, lockable** filing cabinet, suitable furniture, commensurate with health and safety standards, and a quiet environment to ensure privacy/confidentiality, **with no student access. The office will have a locked door and employees will be provided with keys. The employee will have access to courier mail, photocopier, fax machine, and shredder.**

The following will be minimum for intervention space:

An entry door with a window, **suitable furniture, and a quiet environment to ensure privacy, and confidentiality. The employee** will have access to a **network computer, telephone and printer. The space will have a locked door and employees provided with keys either for their sole use or for their use during the time they are in the school. Best efforts will be made to provide a lockable storage space. During the employee's visit to the school, the room will be designated for his/her use.**

- (ii) If difficulties arise and a solution is not forthcoming, then the employee will inform first the supervisor and seek a resolution. If the problem persists, the matter will be brought forward to the Superintendent of Special Education or designate, **by the supervisor**, for resolution. If resolution is not forthcoming then the matter will be brought forward to

the Joint-Union Management/P.S.S.P **committee**.

(d) If **the** agreed upon satellite office space or interventions space is changed during that academic year and a suitable alternative is not reached, then step 12.04(c)(ii) above will be followed.

(e) A site inspection of satellite office space or intervention space by Joint-Union Management team will be conducted on an ad-hoc basis.

12.05 Employees will be paid a mileage allowance in accordance with Board Policy. Form T2200 will be provided to employees upon request.

12.06 The Board will pay the difference to employee's automobile insurance rates resulting from the inclusion of 'business use' coverage. Employees shall be obligated to provide proof of and proof of payment of such expenditure to be eligible for this reimbursement up to a maximum of \$150.00 per school year.

12.07 Each employee shall be entitled to up to **one thousand (\$1,000.00)** dollars per school year and prorated based on 1.0 FTE. This payment will be calculated based on **one hundred (\$100.00)** dollars per month of active service in the current school year. The funds will be used for the following:

- i. Reimbursement for membership fees of approved Professional Associations or Colleges.
- ii. Reimbursement for membership in approved discretionary associations.
- iii. Reimbursement for the purpose of pre-approved journals, textbooks and/or therapeutic programs/materials that are job related.
- iv. Reimbursement of approved professional development expenses.

Approvals are to be made by the disciplines respective supervisor prior to the expenditure being made and proof of purchase must be submitted to the approving supervisor. There shall be no carry over to the following school year.

12.08 In the event of a school closure the employee should report to another work location in their school assignment. If the employee feels that it is unsafe to report to any work location they must contact their immediate supervisor or designate for instructions.

ARTICLE 13 - VACANCIES

- 13.01 A vacancy means a position which has been vacated due to resignation, discharge, retirement, death, a transfer into another position or a promotion **or a new position.**
- 13.02 A vacant position or new position shall be posted internally for a period of ten (10) working days.
- 13.03 **Notwithstanding 13.04,** when a vacancy or a new position occurs within the bargaining unit and the Board determines to fill such vacancy, **permanent** employees within the bargaining unit who are qualified to fill the vacancy may apply. **The position will be awarded based on seniority, subject to the applicant possessing all required qualifications.**
- 13.04 **Any new occupational classification or a position that is created that is clearly dissimilar to any existing occupational classification will be filled as per 13.06.**
- 13.05 (a) If a vacancy occurs in the bargaining unit and the Board decides to fill it, then members on lay off and part-time members who are qualified to fill the vacancy may apply, as per 13.06.
- (b) 13.04 (a) does not apply to members on a recall list with rights to a position within their classification.
- 13.06 For all vacancies, **identified in 13.04,** a selection committee, as determined by the Superintendent of Special Education shall consider the following factors relevant to the requirements of the position in determining which employee is best qualified and is to be selected:
- (i) academic qualifications;
 - (ii) experience within the Board or predecessor boards and experience outside the current Board;
 - (iii) past work record of the applicants and references from current and prior immediate supervisors;
 - (iv) seniority will be the determining factor, only when factors (a) (i)-(iii) are relatively equal between two (2) or more applicants.
 - (v) If no qualified applicants are available from the bargaining unit the Board reserves the right to fill the position externally.
- 13.07 **The unsuccessful applicant may request in writing, from the Chair of the selection committee, a verbal debriefing with respect to their interview.**

- 13.08 A vacancy which the Board decides to fill may be filled by a temporary employee for up to a ten month period after consultation at a Joint Union/Management Committee meeting.
- 13.09 When a new position is created and the Board determines to fill such position after consultation at a Joint Union/Management Committee meeting, the position shall be offered to the bargaining unit, pursuant to 13.06, prior to it being filled externally.

UNIONS ARTICLE 14 - JOB SECURITY

- 14.01 **No employee shall suffer lay-offs or reduction of hours or reduction of salary during the term of the 2008-2012 Collective Agreement.**
- 14.02 **The number of active members in the P.S.S.P. Bargaining Unit shall not be less than the complement as of November 21, 2008 with an FTE of 39.3 during the term of the Collective Agreement.**
- 14.03 **Of the 39.3 FTE identified in 14.02, no less than 80% of the employees shall be from the following job classes:**
Psychologists
Psycho-educational Consultants/Psychological Associates
Social Worker/Attendance Counsellor
Speech-Language Pathologist
- 14.04 The Board shall receive and consider input from the P.S.S.P. at a Joint Union Management meeting, at least thirty (30) days, when possible, prior to implementation regarding any and all proposed programs or initiatives whether proposed internally or externally to the Board that are related to the job descriptions of the employees in P.S.S.P.

ARTICLE 15 - EMPLOYEE BENEFITS

NOTE: Changes to the benefits provided in Article 15, **unless stated otherwise**, will become effective the month following the month of ratification.

- 15.01 Sick Leave and Cumulative Sick Leave Plan
- (a) An employee transferring from another system shall begin his/her service with the Board with the cumulative sick leave credit to which he/she is entitled in accordance with the *Education Act*.
- (b) An employee shall receive sick leave credits for each year of service with the Board equal to two days for each month of service (maximum of 20 days per year).

- (c) A deduction shall be made in cumulative sick leave credits amounting to the number of days which an employee is absent through illness and for which that employee is paid, in any year, provided the employee has cumulative sick leave days to his/her credit.
- (d) Sick leave credits not used in any year shall accumulate from year to year to a maximum of 250 days. Thereafter, the accumulation shall be at the rate of 50% of the unused portion of sick leave credits in any given year. The reduction in the rate of accumulation beyond 250 days does not apply to employees covered under Subsection 15.02 (e).
- (e) All years of service with the Board, except during leave of absence, will be included when calculating the cumulative sick leave credit of an employee.
- (f) An employee on sick leave shall be required to apply for Long Term Disability (L.T.D.) benefits and shall not be allowed to use sick leave credits if he/she is eligible for L.T.D. benefits.

15.02 Retirement Allowance

- (a) In case of retirement with O.M.E.R.S. pension or death while in the employ of the Board, the Board shall pay an allowance to a maximum of 50% of the employee's salary as follows:
 - (i) In the case of retirement, payment shall be made to the employee provided that the employee has at least ten (10) years of service with the Board;
 - (ii) in the case of death, payment shall be made to his/her beneficiary.
- (b) The amount of retirement allowance shall be calculated as follows:

$$\text{Retirement Allowance} = \frac{A}{200} \times \frac{B}{25} \times \frac{C}{2}$$

- A - Cumulative sick leave at retirement or death.
- B - Years of service with the Board.
- C - Annual salary at retirement or death except for employees on an indefinite leave of absence as provided for in Subsection 15.02 (d). [For full-time employees who in the last five (5) years of service choose to be employed part-time, the retirement allowance shall be based on the annualized rate of salary. For the purpose of calculating the retirement gratuity, the annual salary

shall not exceed the salary of an employee when he/she is eligible for a 70% pension (35 years)].

- (c) An employee at retirement with O.M.E.R.S. pension has the option of receiving payment of the retirement gratuity in the year of retirement or splitting the payment between the year of retirement and the following calendar year.
- (d) The retirement gratuity of an employee on an indefinite leave of absence shall be based on the salary in effect in the last year of active service with the Board.
- (e) Notwithstanding anything contained in Section 15.02, employees hired on or before March 19, 1990 will continue with the service gratuity presently in existence which is provided to an employee who leaves the employ of the Board after five (5) years of service. The service gratuity will amount to 50% of the unused portion of the cumulative sick leave credits to a maximum of half a year's salary.
- (f) To a maximum of half a year's salary.

15.03 Pension

The pension plan established by the Board through the Ontario Municipal Employees' Retirement System (O.M.E.R.S.) shall be applicable to P.S.S.P. **The Board agrees to discuss any concerns brought forward by P.S.S.P. regarding OMERS.**

15.04 Hospital and Medical Insurance Plans

- (a) The Board will pay the full premium cost of a plan for employees and their dependents for semi-private hospital care charges over and above O.H.I.P. and/or the *Workplace Safety and Insurance Act*.
- (b) The Board will pay the full premium cost of:
 - (i) An extended Health Care Plan for employees and their dependents which provides coverage over and above O.H.I.P. including enhanced out-of-Canada coverage. The deductible during any given year shall be \$10 per individual or \$20 per family.
 - (ii) A prescription plan for employees and their dependents whereby local pharmacists receive a flat amount of \$2.00 per prescription. On the recommendation and advice of the attending physician, no generic substitution may be made. The dispensing fee will be capped at \$6.50 per prescription. Coverage will not be less than that in the contract dated September 1, 2000 to August 31, 2002.

15.05 Group Life Insurance

- (a) The Board will pay the full premium cost of a group life insurance plan which provides a life insurance equal to two times salary straight term coverage **with a minimum of \$100,000 for employees. Coverage will be reduced to \$10,000 at age 65 and will cease at age 70.**
- (b) Optional group life insurance will be offered to employees at their expense. The maximum optional group life insurance will be \$250,000 in \$25,000 segments and will be subject to the minimum requirements of the insurance carrier. **Coverage will terminate at the end of the month of retirement or age 65, whichever is earlier.**
- (c) In the event of an employee becoming totally disabled according to the terms of the master group life contract, and prior to age 65, or normal retirement if earlier, payment of premiums after the sixth (6th) month shall be waived by the insurer during the continuance of the disability and the amount of this coverage in effect at the date of commencement of such disability shall be continued in force during such disability or until retirement, whichever comes earlier.
- (d) Optional dependents life insurance will be offered to the employees at their expense. The maximum optional dependents life insurance will be \$20,000 for a spouse and \$5,000 for each dependent and will be subject to the minimum requirements of the insurance carrier.

15.06 Dental Plan

- (a) The Board will pay 100% of the premium cost for employees and their dependents for coverage for usual and customary dental charges up to the current Ontario Dental Association suggested fee guide for general practitioners for the following dental services: exams, consultations, x-rays, diagnostic procedures, scaling, cleaning, polishing, fluoride treatment, hygiene instruction, occlusal equilibration, fillings, extractions, oral surgery, general anaesthesia, periodontics services, drugs prescribed by dentist, endodontics (root canals), preventive orthodontics (space maintainers). The dental plan shall provide for a nine (9) month recall visit.
- (b) The Board's dental plan shall include denture services (relining, repairing and rebasing) and prosthetics (dentures, bridges, inlays and crowns including porcelain facing on pontics or crowns posterior to the second bicuspid) at 50% coinsurance. The employee will pay 100% of the premium cost of denture services and prosthetics.

NOTE: The annual limit for Subsections (a) and (b) above will be \$1,800. **Effective September 1, 2010, the annual limit shall be increased to \$2,500.**

- (c) The Board will pay 100% of the premium cost for orthodontics **for dependent children under the age of 19 only** (50% coinsurance to a lifetime maximum of \$1,800). **Effective September 1, 2010, the lifetime maximum shall be increased to \$2,500.**
- 15.07 Vision Care
The Board will pay 100% of the premium cost for employees and their dependents for a vision care plan. The plan will pay a maximum of \$300.00 **and effective September 1, 2010 the maximum shall be increased to \$450.00**, towards the purchase of new or replacement eyeglasses, replacement parts of frames or replacement of lenses to existing eyeglasses, or the purchase of contact lenses in lieu of eyeglasses, laser surgery, eye exams or any combination thereof. The full benefit is available at two year intervals to commence from the date of the most recent purchase made under the vision care plan.
- 15.08 Paramedical (Extended Health):
All extended health benefits currently covered to a yearly maximum of **\$420.00** will be increased **effective September 1, 2010** to a **yearly** maximum of **\$550.00**.
- 15.09 **All permanent employees are eligible to enrol in the Board Benefit Plan as set out in Article 15.**
- 15.10 While an employee is receiving salary under the Board's cumulative sick leave plan, or while on L.T.D. in lieu of sick leave in accordance with Subsection 15.01 (f) and 20.04, the Board will continue to pay the portion of the premiums of the benefits outlined in Sections 15.04, 15.05, 15.06 and 15.07.
- 15.11 Within sixty (60) days of the signing of this Agreement, or as soon thereafter as possible, District 9 will be provided with copies of all insurance policies negotiated between the Board and the carrier related to employee benefits provided for in Article 15.
- 15.12 Employees who retire prior to age 65 wishing to retain benefits may have the option of enrolling in the group benefit plan established for retired teachers.
- 15.13 Effective the month following the month of ratification, all employees, **under the age of 65**, as a condition of employment, shall maintain membership in the Long Term Disability (L.T.D.) plan administered by the Board covering administrative and support staff. The employees will pay the full premium of the L.T.D. plan. Notwithstanding the above, employees may withdraw from the L.T.D. plan 120 calendar days prior to their confirmed retirement date.

- 15.14 The spouse of a deceased employee may retain membership in the group benefit plans to which the employee belonged at the time of death. The spouse may retain such membership and shall pay the full premium cost to maintain such participation under the group contracts.
- 15.15 The benefits provided in Sections 15.04 to 15.07 shall be in accordance with those stipulated in the respective insurance policies.
- 15.16 The Board agrees that, should insurance carriers be changed, the benefit coverage shall not be less than that provided under the existing policy (Manulife Policy # W80029). In case of change in carrier, the Board shall provide the Union with copies of all new Master Policies.
- 15.17 If an employee is absent from work for more than a full school year because of illness, accident or injury, he/she shall continue to accumulate seniority during that absence but shall not accumulate credit for service or sick leave. Such employee will be placed on an indefinite leave of absence. An indefinite leave of absence shall continue until the employee proves satisfactorily to the Board that he/she is able to return to work or until the employee retires.
- 15.18 All members shall be entitled to full coordination of benefits.**

ARTICLE 16 - PREGNANCY/ADOPTION/PARENTAL LEAVE

- 16.01 (a) The Board will grant pregnancy/adoption/parental leaves according to the requirements of the *Employment Standards Act*.
- (b) In order to facilitate their replacement, P.S.S.P. members are encouraged to inform the Superintendent of Special Education, in writing, of the expected commencement of their pregnancy/adoption/parental leave at their earliest convenience.
- (c) The Board will provide, when requested, records of employment for pregnancy/adoption/parental leaves.
- (d) (i) The maximum length of a pregnancy/adoption/parental leave shall not exceed two (2) years and shall terminate on a date mutually agreed to by the employee and the appropriate superintendent. The return date will be determined prior to the commencement of the leave.
- (ii) In special circumstances, a leave of absence beyond that provided for in (i) above may be granted by the appropriate superintendent upon a request by an employee. Such leave to terminate on a date

mutually agreed by the employee and the superintendent but not to exceed beyond the end of the school year.

- (e) The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the *Employment Standards Act*, allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under (d) (i) or (ii) above.
- (f) A P.S.S.P. on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for seniority and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the *Employment Standards Act*.
- (g) The Board shall provide for P.S.S.P. on pregnancy/adoption/ parental leave a supplementary unemployment benefit plan approved by the Canada Employment and Immigration Commission. For each week of the two week mandatory waiting period, the plan will pay a sum equal to 95% of the employee's salary. Any waiting period that falls within Christmas holiday, March break or summer holiday will not be paid.
- (h) Cumulative sick leave shall not apply during the period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave except for illness or disability verified by a physician.
- (i) For pregnancy leave only, the Board will pay a top-up amount for a maximum 8 week period immediately following the birth of a child.
- (ii) The top-up will be 95% of the regular wage for the two week waiting period and the difference between what an employee received from the Employment Insurance (EI) and her regular wage for the remaining six weeks.
- (iii) To receive pay, the employee must forward to Human Resources proof of receipt of payment from EI. An application for pregnancy leave as well as a medical certificate identifying the expected date of birth is required prior to the employee taking their leave.
- (iv) The pay will not exceed the amounts specified in (ii) above.
- (v) The eight (8) week period will include the two (2) week waiting period and furthermore is not in addition to the 17 week pregnancy leave maximum and the fifty-two (52) week parental leave maximum.

- (vi) If not eligible for EI, the employee will be entitled to regular compensation from the employee's accrued sick leave bank for a maximum of 6 weeks or days accrued in their sick leave bank.

16.02 A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

ARTICLE 17 – MISCELLANEOUS LEAVES

17.01 (a) Compassionate leave shall be granted by the Superintendent of Special Education without loss of salary and without deduction of sick leave credits up to five (5) days for the purpose of compassionate leave at the time of death of a spouse or a member of the employee's or spouse/partner's immediate family which includes (step) mother, (step) father, (step) sister, (step) brother, (step) son, (step) daughter, grandparent, grandchild or total dependent.

Additional days may be granted by the appropriate superintendent when required for travelling.

NOTE For 17.01 a) the Board will interpret the word "funeral" as the services and/or ceremonies that are the make up of the funeral. This includes approving leaves, in accordance with the Collective Agreement, to attend memorial services, and/or visitation services. It shall also include all observances and rituals associated with one's religious/cultural beliefs. Approval of such requests will not be unreasonably withheld.

(b) Compassionate leave of up to one (1) full day shall be granted to attend the funeral of a close friend or relative. Additional time may be granted by the Superintendent of Special Education when required for travelling.

17.02 An employee's salary shall be paid without deduction from sick leave credits when the employee is absent from duty for any of the following reasons:

- (a) quarantine or other order of medical health authorities;
- (b) jury duty or duty as a witness in any court to which he/she has been summoned by subpoena in any proceedings to which he/she is not a party or one of the persons charged provided that the employee pay to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or witness.

- 17.03 Miscellaneous leaves up to the maximum of seven (7) days in any one school year may be granted by the appropriate superintendent without loss of salary and without loss of deduction of sick leave credits.
- (a) writing university or similar examinations;
 - (b) attending the employees own graduation;
 - (c) attending the armed forces if attendance thereat is mandatory and the employee does not receive any money therefrom other than travelling allowances and living expenses;
 - (d) attending the graduation of a husband, wife, son, daughter or parent;
 - (e) parental leave for adoption;
 - (f) parental leave for the birth of a child. The duration of the leave may vary depending on the circumstances surrounding the birth;
 - (g) caring for a member of the employee's immediate family in case of health restrictions; **when an employee is the only member of their family available to care for the needs (due to serious illness or accident) of their immediate family (which includes partner, child or parent).**
 - (h) family emergency/crisis;
 - (i) **two (2) personal leave days** will be granted subject to the following: **These days** shall not be unreasonably withheld and shall not be used to extend any other type of leave i.e. Christmas or March break, summer holidays and, or statutory holidays (Thanksgiving, Easter, Victoria Day weekends). The P.S.S.P. employee will be responsible for notifying his/her immediate supervisor. **These days** shall be counted as one of the maximum of seven (7) days under 17.03
- 17.04 Leaves may also be granted or extended under this Article to accommodate special circumstances for reasons approved by the Superintendent of Special Education.
- 17.05 Leaves of Absence
- (a) Leave of absence without pay of half-time or full-time employees may be granted by the Board on the recommendation of the appropriate superintendent.

- (b) An employee shall apply in writing to the appropriate superintendent for a leave of absence without pay not later than October 15 for a leave of absence beginning January 31 and not later than April 10 for a leave beginning September 1 unless other mutually acceptable dates are arranged.
- (c) A leave of absence granted by the Board may be extended for further periods provided the employee's request for such an extension complies with the appropriate deadlines of (b) above.
- (d) If an employee decides not to return to the Board following a leave of absence without pay, the Board shall be notified as soon as possible of the decision but not later than May 31 for the following September and not later than November 30 for the following January.
- (e) An employee shall, at his/her expense, maintain his/her employee benefits. The responsibility for making these arrangements rests with the employee.

17.06 DEFERRED SALARY LEAVE PLAN

- 1. (a) Description
 - (i) The X Over Y Leave Plan has been developed to afford employees the opportunity of taking a one (1) school year leave of absence with pay; for example, by spreading four (4) year's salary payments over a continuous five (5) year period.
 - (ii) An employee wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.
- (b) Qualifications
Any employee having three (3) years seniority with the Board is eligible to participate in the plan.
- (c) Application
 - (i) An employee must make written application to the Superintendent of Human Resources on or before January 31 requesting permission to participate in the plan.
 - (ii) Written acceptance, or denial, of an employee's request, with explanation, will be forwarded to the employee by April 1 in the school year the original request is made.
 - (iii) Approval of individual requests to participate in the plan shall rest solely with the Board.

- (d) Salary Prior to the Year of Leave
- (i) During the years of the plan prior to taking the leave, an employee will be paid X over Y of his/her proper hourly wage calculated weekly. The remaining 1 over Y of hourly wage calculated weekly and applicable allowances will be accumulated and invested by the Board in an individual leave plan account. This account will also accumulate interest.
 - (ii) The calculation of interest for the leave plan account shall be done monthly (not in advance), at the highest savings account rate of the bank with which the Board deals.
 - (iii) An employee will be provided with an annual statement of his/her leave plan account each September; however, an employee does not have access to or a right to the funds in the leave plan account until the year of leave or withdrawal from the leave plan.
- (e) Benefits During Participation in the Plan
- (i) The Board will pay 100% of its share of the employee's benefit costs in the non-leave years of the plan.
 - (ii) Employees will pay 100% of the employee benefit costs during the year of leave.
 - (iii) Employee benefits will be maintained by the Board during the leave of absence; however, such benefits shall be paid by the employee through payroll deduction during the year of the leave.
- (f) The amount received by an employee during the year of leave will be the amount accumulated in the individual leave plan account plus earned interest. Under the Income Tax Act, interest shall be accrued and reported for tax purposes annually. During the year of leave, the employee will be paid as per the pay schedule.
- (g)
- (i) If the employee on an approved X over Y leave returns within one (1) year, he/she will return to the same occupational classification and, whenever possible, in the same work location he/she held before the leave.
 - (ii) An employee participating in the plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been received had the one year leave of absence not been taken.
 - (iii) Sick leave credits will not accumulate during the year spent on leave.

- (iv) OMERS pension deductions are to be continued as provided by OMERS. Thus the percentage rate stipulated by the pension plan will be deducted from the salary paid to an employee during the leave of absence. Upon returning to full duties, an employee has, in accordance with the pension plan, the option of contributing the difference between the amount deducted during the leave and the amount that would have been deducted had the employee remained on staff and drawn full salary.
- (v) Should an employee die while participating in the plan, any monies accumulated, plus interest owed, at the time of death will be paid to the employee's beneficiary as indicated on the group life certificate.
- (vi) No employee will be granted leave under this plan who has been on an X over Y leave and has not fulfilled all of the requirements of his/her previous leave.
- (vii) An employee who is subject to lay-off, as per Article 8, while on the first or second year of the plan will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within sixty (60) days of withdrawal from the plan.
- (viii) An employee may withdraw from the plan any day prior to taking his/her leave of absence upon a sixty (60) day notice in writing. Upon withdrawal, any monies accumulated, plus interest owed, will be repaid to the employee within sixty (60) days of notification of his/her desire to leave the plan.
- (ix) The year of leave is treated as broken service, purchased as double contributions by the member; therefore, during the year of leave there are no OMERS deductions taken.
- (h)
 - (i) The employee may, at his/her discretion, defer the year of his/her leave for one (1) year. The Board will be notified in writing prior to April 1 of the year in which the leave was to occur.
 - (ii) Should deferral pursuant to Subsection 21.06 (h) (i) of this Appendix result in a leave of absence being taken past the last year of the plan, an employee will receive full salary, allowance and benefits during the last year of his/her participation in the plan and any monies accumulated in the employee's leave plan account by the end of the year before leave will continue to accumulate interest until the leave is taken. The amount received

by the employee during the year of leave will be the amount accumulated in the individual leave plan account plus earned interest. Under no circumstances shall the plan be extended beyond an additional year.

- (iii) No variations to the plan as outlined above will be entertained by the Board.

ARTICLE 18 – HALF-TIME EMPLOYMENT

- 18.01 (a) A full-time employee may apply for half-time employment. Employee benefits will be paid in accordance with Section 11.04. **Best efforts will be made to grant half-time work to employees who apply for such.**
- (b) Application by a full-time employee to work half-time may be granted by the Superintendent of Special Education. Employee benefits will be paid in accordance with Section 11.04.
- (c) The seniority of half-time employees will be calculated as if they were working full-time.
- (d) Written applications of full-time employees requesting half-time must be submitted at least two (2) months in advance.
- (e) An employee's request to return to full-time shall be granted upon application in writing to the Superintendent of Special Education. Such application must be made not later than May 31 for the following September and not later than November 30 for the following January or such other date mutually agreed by the Superintendent of Special Education or designate and the employee concerned provided that such a request will not result in an employee being laid off.
- (f) **The schedule of a half-time employee will be determined by the designated supervisor which may include a combination of full and/or half day. The employee will be provided an opportunity for input and consultation.**

ARTICLE 19 - WORKPLACE SAFETY AND INSURANCE

- 19.01 (a) When an employee is injured during the performance of his/her duties and is unable to perform such duties and has applied for Workplace Safety and Insurance benefits, the employee will remain on payroll regardless of their sick leave status and will receive their pay at the 85% WSIB rate plus an

additional fifteen per cent (15%) granted by the Board to equal one hundred percent (100%) of the net pay, pending the WSIB's decision on entitlement.

- (b) Upon Workplace Safety and Insurance Board approval, the employee's sick leave reserve shall be adjusted in accordance with the Workplace Safety and Insurance award not to exceed .25 of a sick day and the employee will continue to receive payments in accordance with that award plus the additional fifteen per cent (15%) granted by the Board.
 - (c) If the claim is denied and the employee does not have enough sick leave credits to cover the absence then the employee will be removed from payroll and the employee's salary will be adjusted to recover the days allowed beyond the employee's allotted sick leave credits.
 - (d) Should the employee not have sufficient sick leave credits the employee may be granted an advance of sick leave credits up to thirty (30) days in accordance with the Cumulative Sick Leave Plan.
 - (e) Employees who receive payment under Subsection 19.04 (a) will receive the Board's contribution to benefits.
- 19.02 (a) It is agreed that when a employee receives approval for a permanent disability pension and is unable to work, the employee will receive an amount which, after all deductions have been made, is equal to what the employee would otherwise have received. The portion of a day deducted from the employee's sick leave credit per day of absence will be equal to the ratio of the difference between the permanent disability pension and the net salary compared to the employee's gross salary.
- (b) Employees who receive payments under Subsection 19.02 (a) and who are drawing sick leave in accordance with Subsection 19.02 (a) will be entitled to the Board's contribution to benefits.
- 19.03 It is understood and agreed that Subsections 19.02 (a) and 19.04 (a) will apply so long as the employee has sick leave credits. In the event that the sick leave credits are exhausted, the employee will receive the Workplace Safety and Insurance Act benefits.
- 19.04 An employee on Workers' Compensation will be required to apply for L.T.D. benefits and will not be allowed to draw on sick leave credits if he/she is eligible for L.T.D. benefits.

Article 20 – SAFETY

- 20.01 The Board shall abide by the *Occupational Health and Safety Act* and the regulations thereunder. All employees under this Agreement shall abide by the *Occupational Health and Safety Act* and the regulations thereunder.
- 20.02 The Principal will notify PSSP members as soon as a case of Fifth Disease is reported in the workplace. If necessary, the employee will be reassigned per Board protocol.
- 20.03 The P.S.S.P. may bring forward to the Human Resources Officer or designate health and safety concerns related to the P.S.S.P. employees.**

ARTICLE 21- CRIMINAL BACKGROUND CHECK

- 21.01 The Board shall pay all costs associated with an incumbent employee who participates in the check offered by the Ontario Education Services Corporation (O.E.S.C.) pursuant to Regulation 521/2001 of the *Education Act*.
- 21.02 The Board shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to *Regulation 521/2001* of the *Education Act* or any subsequent regulation or law are stored in a secure location and in a completely confidential manner.
- 21.03 The Board shall not release any information about a P.S.S.P. member obtained pursuant to *Regulation 521/2001* of the *Education Act*, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

ARTICLE 22 - PROFESSIONAL DEVELOPMENT

- 22.01 A professional development fund of \$11,000 per budget (Sept – Aug) year will be established and jointly administered by the parties. Funds not used in a given year to a maximum of \$3,000 will be carried over to the following year.
- 22.02 Employees have access to tuition assistance in accordance with Board policy.
- 22.03 Release time to attend and/or present at an approved conference seminar/workshop shall be granted.

ARTICLE 23 - VACATION

- 23.01 Full-time Communicative Disorders Assistant (CDA's Speech Language Assistants) and Change Your Future Counsellors (CYFC) shall be granted an annual vacation allocation in accordance with the following schedule and conditions:

<u>Accumulated Continuous Full-time Active Service</u>	<u>Vacation Allocation</u>
less than 1 year	Employment Standards Act
after 1 year	6%
after 8 years	8%
after 12 years	10%
more than 20 years	12%

- 23.02 The vacation year for Communicative Disorders Assistants (CDA's Speech Language Assistants) and Change Your Future Counsellors (CYFC) runs from July 1 to June 30 of the year immediately following.

ARTICLE 24 - STRIKES AND LOCKOUTS

- 24.01 The Board agrees that there shall be no lockout of P.S.S.P. and O.S.S.T.F. agrees that there shall be no strike of P.S.S.P. during the term of the Agreement. Lockouts and strikes shall be as defined in the *Ontario Labour Relations Act*.
- 24.02 In the event that any employee group of the Board, other than those covered by this agreement, engage in a strike, the P.S.S.P. will not cause or permit its members to cause, nor will any member of the P.S.S.P. take part in any curtailment of work or in any strike or stoppage of work, or picket any of the Board's premises during work hours for the period of this Agreement. Likewise, the Board will not cause or sanction a lockout during the period of this Agreement.
- 24.03 Any dispute between this Board and any other bargaining units shall not be considered a violation of this Collective Agreement and this Collective Agreement shall be deemed to be in operation during such a dispute.

ARTICLE 25 - TERM OF AGREEMENT

- 25.01 This Agreement shall be in effect from September 1, 2008 and shall continue 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, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modification of this Agreement, in accordance with the *Ontario Labour Relations Act*.
- 25.02 Notwithstanding the period of notice cited above, either party may notify the other in writing within the period commencing April 1, prior to the expiration date that it desires to negotiate with a view to renewal with or without modifications of this Agreement, in accordance with the *Labour Relations Act*.
- 25.03 If either party gives notice of its desire to negotiate amendments in accordance with Section 24.01 above, 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 *Ontario Labour Relations Act*.
- 25.04 No changes can be made to this Agreement without the mutual consent of the parties; nor can any changes be made without negotiating them and submitting such changes to ratification by the parties.
- 25.05 Nothing herein prevents the revision or amendment of any provision of this Agreement by mutual consent in writing of the parties hereto during the term of this Agreement. The revision or amendment contemplated herein shall not be effective unless and until ratified by the Trustees of the Board on behalf of the Board and the membership of the P.S.S.P. Branch, District 9 on behalf of the P.S.S.P.

Signed this _____ day of November, 2008

For the Greater Essex County
District School Board:

For the Ontario Secondary School
Teachers' Federation-District 9 representing
Professional Student Services Personnel:

Chairperson of the Board

President

Chairperson - Negotiations Policy Committee

Chief Negotiator

Chief Negotiator

Negotiator

Negotiator

Negotiator

**Letter of Understanding
between
The Greater Essex County District School Board
(hereinafter referred to as “the Board”)
and
The Professional Student Services Personnel
represented by
The Ontario Secondary School members’ Federation
District 9
(hereinafter referred to as “the P.S.S.P.”)**

RE: Lack of Qualified CDA Applicants

Best efforts will be made to hire a qualified Communicative Disorders Assistant. The Board may hire a Speech Language Assistant (SLA) when there are no qualified applicants. When an SLA is required this matter will be discussed at a Joint Union Management meeting.

Signed this 28th day of October, 2008

For the Greater Essex County
District School Board

For the Ontario Secondary School
Teachers’ Federation - Professional
Student Services Personnel

LETTER OF UNDERSTANDING

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the Board)

and

PROFESSIONAL SUPPORT SERVICES PERSONNEL

Represented by
O.S.S.T.F., District 9
(hereinafter referred to as P.S.S.P.)

Submitted without Prejudice

PRACTICUMS

1. The primary focus of a practicum is to educate students in their respective disciplines. At no time is it intended to provide additional services related to the professional disciplines within the P.S.S.P. Bargaining Unit.
2. These positions shall not be used to address waiting lists or other needed services provided by employees.
3. Supervision of practicum students by employees is completely voluntary.
4. The use of an employee's assigned school(s) for the provision of practicum experiences of their particular discipline will be on a voluntary basis.
5. All cases will be under the supervision of the field supervisor and the supervisor of that particular discipline.
6. It is the Board's responsibility to address any difficulties that may arise, such as, but not limited to, obtaining materials, providing office/intervention space and related issues, following the efforts of the field supervisor.
7. There will be a liability certificate on file provided by the University specifying the defined time frame of the practicum student including beginning and end dates. Upon the field supervisor's request, a copy will be provided.
8. Practicum placements shall not exceed the duration or course requirements as specified by Graduate Course Calendar Guidelines of the particular University. It is understood that these positions are unpaid.

9. Individual Discipline Practicum Program descriptions will adhere to the above and any changes will be reviewed at a Joint Union Management Committee meeting prior to its implementation.

Dated at Windsor, Ontario, this 19th day of November, 2008.

FOR THE BOARD

FOR THE UNION

LETTER OF UNDERSTANDING

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the Board)

and

PROFESSIONAL SUPPORT SERVICES PERSONNEL
Represented by
O.S.S.T.F., District 9
(hereinafter referred to as P.S.S.P.)

Submitted without Prejudice

JOINT UNION MANAGEMENT

Members of the Joint Union Management Committee agree to meet within 30 days of ratification of the Collective Agreement to discuss concerns regarding the process and areas for improvement. Namely, the ability of the Joint Union Management Committee to resolve matters of concern to P.S.S.P. in a timely manner. This meeting is to be separate and apart from the regularly scheduled monthly JUM meeting. Subsequent meetings may be called by either party to review the effectiveness of resulting changes to the Joint Union Management Committee process.

Dated at Windsor, Ontario, this 19th day of November 2008.

FOR THE BOARD

FOR THE UNION

LETTER OF UNDERSTANDING

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the Board)

and

PROFESSIONAL SUPPORT SERVICES PERSONNEL
Represented by
O.S.S.T.F., District 9
(hereinafter referred to as P.S.S.P.)

Submitted without Prejudice

PROFESSIONAL DEVELOPMENT ENHANCEMENT

1. The parties agree that the Bargaining Unit's Share of the Professional Development Enhancement funding as outlined in Appendix 4 attached to Ministry of Education memo 2008: B10 is \$12,034.
2. The amount of \$12,034 shall be provided by the Board to the Bargaining Unit no later than December 31, 2008.

Dated at Windsor, Ontario, this 20th day of November 2008.

FOR THE BOARD

FOR THE UNION

LETTER OF UNDERSTANDING

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the Board)

and

PROFESSIONAL SUPPORT SERVICES PERSONNEL
Represented by
O.S.S.T.F., District 9
(hereinafter referred to as P.S.S.P.)

PREGNANCY LEAVE

The parties agree, that, in the event that the O.S.S.T.F., District 9 Secondary School Teachers' Bargaining Unit negotiates provisions to the Pregnancy/Adoption/Parental Leave in their Collective Agreement, effective September 1, 2008, that are superior to the provisions of Article 16 (Pregnancy/Adoption/Parental Leave) in the P.S.S.P. Collective Agreement, such superior provisions shall be applied to the 2008-2012 P.S.S.P. Collective Agreement.

Dated at Windsor, Ontario, this 21st days of November, 2008

FOR THE BOARD

FOR THE UNION

LETTER OF UNDERSTANDING

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the Board)

and

PROFESSIONAL SUPPORT SERVICES PERSONNEL
Represented by
O.S.S.T.F., District 9
(hereinafter referred to as P.S.S.P.)

Submitted without Prejudice

PROTOCOL ON EXTERNAL AGENCIES

1. The Board shall implement the terms of the Provincial Protocol Template and/or Guiding Principles with regards to partnerships with external agencies that are related to program delivery for students with special needs and/or at risk students. The Board shall ensure the participation of the P.S.S.P. President, or designate(s) in implementing the Template and/or Guiding Principles.
2. A committee will be formed consisting of management and P.S.S.P. representatives to review any new community partnership proposals and changes to any existing community partnership programs that are related to the job descriptions of the employees in P.S.S.P.

Dated at Windsor, Ontario, this 21st days of November, 2008

FOR THE BOARD

FOR THE UNION

LETTER OF UNDERSTANDING

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the Board)

and

PROFESSIONAL SUPPORT SERVICES PERSONNEL

Represented by

O.S.S.T.F., District 9

(hereinafter referred to as P.S.S.P.)

IMPLEMENTATION OF THE 2008: B10 APPENDIX 9 FUNDING

1. During the term of this Collective Agreement, the Board shall apply the funding identified in Appendix 9 of the 2009: B10 Memo in the following order:
 - a) Fund increased costs in Articles 11.03, 12.06, 12.07 and Articles 15.06, 15.07, 15.08 (for costs in excess of funding as provided in 2008: B10 Memo Appendix 13) as a result of enhancements to the 2008-2012 collective Agreement.
 - b) After offsetting the costs of the items outlined in 1. a) above, against total available funds in Appendix 9, all remaining funds shall be used towards additional staffing within the Bargaining Unit.
2. For the purposes of making the above calculations, funding identified in Appendix 9 shall mean 22% (the Bargaining Unit's pro-rated share) of the total amount identified in Appendix 9 of the 2008: B10 Memo.
3. When the financial information is made available, the Board and the O.S.S.T.F. shall meet to review the financial information and validate the staffing levels.

Dated at Windsor, Ontario, this 21st days of November, 2008

FOR THE BOARD

FOR THE UNION

