

**Terms of Settlement
Full Text
(PSS Agreement)**

Language to be deleted is ~~crossed-out~~. New language is **bolded**.

ARTICLE 1 PURPOSE

1.2 The Board shall not refuse to employ or refuse to continue to employ any person or discriminate against any person with regard to employment or any term or condition of employment because of the race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, or sexual orientation of that person or of any other person, nor by reason of a person's membership or activity in the Union.

The foregoing does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

1.3 The Board and the Union are committed to a culture of respect and trust amongst all employees and to a healthy, harassment-free work environment in which all people respect one another and work together.

ARTICLE 2 DURATION AND TERM OF AGREEMENT

2.1 The term of this agreement shall be from the first day of September, 2014 until the thirty-first day of August, 2015 and from year to year thereafter, unless terminated or amended in the manner hereinafter provided. All articles in this agreement unless otherwise specified shall become effective on September 4, 2012 2014.

ARTICLE 3 DEFINITIONS

3.7 A "term specific" employee is one who is employed with a specified end date:

- a) for a project or activity to a maximum of ten (10) months, or such longer period of time as mutually agreed to between Management and the Association; or**
- b) to replace an employee who is expected to be absent.**

The first six (6) months of employment for term specific employees is a probationary period and employment may be terminated at Management's discretion anytime during the probationary period.

Notwithstanding this provision, in circumstances where the end date of the project or activity or the return date of the employee being replaced is earlier than expected, a

term specific employee's employment may be terminated upon providing the employee with two (2) weeks' notice or two (2) weeks' pay in lieu of notice.

Temporary Assignment for Continuous Employee

5.7 Where an employee holds a continuous position and works in a temporary assignment, the continuous position will be held for a period of twelve (12) continuous calendar months beginning from the first day of a temporary assignment. Thereafter the position will be posted and staffed in accordance with the applicable clauses in Articles 5 and 7. At the end of the temporary assignment, an employee who does not have a position to return to will be laid off and recalled in accordance with this Agreement, based on the employee's field of employment and weekly hours of work category prior to working in the temporary assignment.

ARTICLE 15 SICK LEAVE WITH PAY

~~15.6 Employees who are quarantined by Public Health Authorities shall be eligible for sick leave with pay during the quarantine period.~~

ARTICLE 19 LEAVES OF ABSENCE

Leave Without Pay

19.4 Leave of absence without pay, not exceeding ten (10) working days at any one time, shall be granted by an employee's supervisor unless the operational/work requirements of the school or the department prevent the granting of this leave. **This leave will normally not be granted within two (2) weeks of the start-up and closing of the school year unless otherwise approved by the supervisor.**

Personal Leave

19.9 An employee shall be granted personal leave not to exceed a total of five (5) days from July 1st to June 30th.

Employees shall provide their supervisor as much notice as possible of their intention to take personal leave. Such notice will not be less than two (2) days, unless emergent

circumstances prevent advance notice. Employees and their supervisor will discuss the timing of the leave and, whenever possible, the leave will be scheduled at a time that meets both ~~Personal leave will be taken at a time mutually agreed to by the employee and their supervisor, taking into consideration the needs of the employee and the need to minimize the operational impact of the leave.~~

The first day of personal leave shall be paid at full pay and the remaining four days shall be paid at the rate of one-half (1/2) of the employee's regular rate of pay.

~~Prior to the commencement of the leave, the employee and their supervisor will confirm whether the leave will be:~~

- ~~a) Paid at the rate of one-half (1/2) of the employee's regular rate of pay; or~~
- ~~b) Paid at the employee's regular rate of pay and the employee will make up the time on the basis of one-half (1/2) day for each day of leave, at a time mutually agreed to by the employee and their supervisor; or~~
- ~~c) A combination of the above.~~

~~Where emergent circumstances prevent advance notice, the employee will be paid at the rate of one-half (1/2) of the employee's regular rate of pay.~~

~~Overtime does not apply to time made up pursuant to (b). Where time is to be made up for personal leave, such time must be worked prior to June 15th. Any time that has not been made up as of June 15th will be deducted at the rate of one-half of the employee's regular rate of pay for that time.~~

Quarantine

19.15 Employees who are quarantined by order of the Medical Officer of Health for the City or by a Provincial authority, shall be granted leave with pay from scheduled employment if the absences for quarantine are certified by the Medical Officer.

20.7 Health Spending Account

20.7.1 Effective January 1 of each year, the Board will contribute an annual amount of ~~\$750~~ **\$800 to a Health Spending Account for eligible full-time**

employees covered by this agreement. Eligible employees will be employees who are actively at work, on maternity leave, on paid sick leave, on extended disability or on WCB as of the first working day of the applicable calendar year.

A continuous employee hired after the first working day in the calendar year, will be eligible for the Health Spending Account on the first calendar day of the month following their date of hire. The contribution on the first calendar day of the month following the date of hire will be as follows for a full time employee:

Month of Hire	Contribution Amount	Contribution Date
January	\$688 \$733	February 1 st
February	\$625 \$667	March 1 st
March	\$563 \$600	April 1 st
April	\$500 \$533	May 1 st
May	\$438 \$467	June 1 st
June	\$375 \$400	July 1 st
July	\$313 \$333	August 1 st
August	\$250 \$267	September 1 st
September	\$188 \$200	October 1 st
October	\$125 \$133	November 1 st
November	\$63 \$67	December 1 st
December	\$750 \$800	January 1 st

ARTICLE 24 DEDUCTION OF DUES

24.2 ~~The parties acknowledge that the deduction of dues does not constitute membership in the Association.~~

ARTICLE 29 STAFF DEVELOPMENT FUND

29.1 Effective September 1, ~~2009~~ **2014**, a fund in the amount of ~~sixty~~ **eighty-five** thousand ~~(\$60,000)~~ **(\$85,000)** dollars is available annually to members of the Professional Support Staff employee group for the purpose of professional development.

29.2 Effective September 1, ~~2009~~ **2014**, the amount of the fund referred to in Clause 29.1 may be enhanced by up to ten thousand (\$10,000.00) dollars wherein the Board agrees to match dollar for dollar any contribution made by the Association, up to a maximum of five thousand (\$5,000.00) dollars per year. The maximum amount that the Board will contribute to this Fund shall not exceed sixty-five thousand (\$65,000.00) dollars in each fiscal year.

29.4 It is the responsibility of the Professional Support Staff Advisory Committee Chair, or ~~delegated authority~~ **designate**, to rule on each application and inform the applicant of the decision. The decision of the Chair or ~~delegated authority~~ **designate**, shall be final.

ARTICLE 30 MANAGEMENT RIGHTS

30.3.1 **An employee shall be notified of the nature of the allegations made against them and of their right to Association representation prior to any investigatory meeting at which a Human Resources representative is to be present.**

An employee who is to be disciplined must be notified by the Board of their right to Association representation before such disciplinary action takes place. The Association shall receive a copy of the discharge or discipline of any employee under the provisions of this article.

Written reprimands, or other disciplinary action, shall remain on an employee's file for not less than one (1) year and not more than three (3) years, depending on the gravity (severity) of the infraction. Provided there has been no further written reprimands, or other disciplinary actions of a similar nature during this period, the document will be removed from the employee's personnel file.

30.3.2 The Board shall state in each written reprimand, or other disciplinary action, the period for which it shall remain on the employee's personnel file and that employee and the Association shall be so notified.

30.3.3 **Letters of Expectation are intended to be non disciplinary and will be removed from the personnel file after three (3) years provided that, during this period, no further Letters of Expectation relating to the same subject matter have been sent to the personnel file or any disciplinary action has occurred.**

30.3.3-4 It shall be a shared responsibility between the Board, the Association and the employee to ensure that the **Letter of Expectation**, written reprimand, or other disciplinary action, is removed from the employee's file. However, in no case shall the information contained in such be used against the employee past the removal date.

APPENDIX "A"

Include an updated list of "Staff Association – Professional Support Staff

APPENDIX "B"

STAFF ASSOCIATION PROFESSIONAL SUPPORT STAFF SALARY SCHEDULE

10 MONTH EMPLOYEES

Grade		0	1	2	3	4	5	6	7
I	Biweekly	2416.61	2587.61	2725.59	2865.19	3015.46			
	Annual	53165.41	56927.49	59962.97	63034.12	66340.01			
II	Biweekly	2861.86	3008.44	3166.24	3313.14	3486.44	3632.99		
	Annual	62960.98	66185.62	69657.19	72889.05	76701.69	79925.87		
III	Biweekly	3151.71	3317.02	3470.90	3652.48	3805.99	3973.31	4115.93	
	Annual	69337.57	72974.37	76359.72	80354.51	83731.74	87412.78	90550.51	
IV	Biweekly	3744.06	3898.61	4064.14	4220.91	4410.30	4564.59	4721.01	4919.89
	Annual	82369.29	85769.31	89411.08	92860.08	97026.64	100421.02	103862.12	108237.48

STAFF ASSOCIATION PROFESSIONAL SUPPORT STAFF SALARY SCHEDULE

12 MONTH EMPLOYEES

Grade		0	1	2	3	4	5	6	7
I	Biweekly	2416.61	2587.61	2725.59	2865.19	3015.46			
	Annual	62831.85	67277.94	70865.33	74494.86	78401.83			
II	Biweekly	2861.86	3008.44	3166.24	3313.14	3486.44	3632.99		
	Annual	74408.43	78219.37	82322.14	86141.61	90647.45	94457.85		
III	Biweekly	3151.71	3317.02	3470.90	3652.48	3805.99	3973.31	4115.93	
	Annual	81944.40	86242.44	90243.31	94964.43	98955.69	103306.01	107014.24	
IV	Biweekly	3744.06	3898.61	4064.14	4220.91	4410.30	4564.59	4721.01	4919.89
	Annual	97345.53	101363.73	105667.64	109743.73	114667.85	118679.39	122746.15	127917.02

Note: "Biweekly" is the official rate of pay. "Annual" is provided for information purposes only.

APPENDIX "C"

LETTERS OF UNDERSTANDING AND INTENT

LETTER OF UNDERSTANDING (PSS)

RE: APPLICATION OF CLAUSE 11.6 TO REACH EMPLOYEES THE REGIONAL COLLABORATIVE SERVICE DELIVERY (RCSD)

The following practices as agreed on June 3, 1997, concerning lieu time for exceptional workload or excessive hours must be adhered to:

- One half day of lieu time is due to the employee for a "long day". A long day is by definition ten (10) or more hours comprised of billable hours plus travel.
- One half day of lieu time is due for an overnight stay. Where both a long day and an overnight stay occur on the same day, a whole day of lieu time is due to the employee.
- Lieu time is to be taken at times to be mutually agreed upon between the employee and the supervisor of the R.E.A.C.H. program **Supervisor, RCSD**. It is understood that in order for lieu time not to accumulate to unmanageable levels, it should be taken as closely as possible to the time that was accrued.
- It is understood that Winter and Spring break are by definition mutually agreeable times.

LETTER OF UNDERSTANDING

AREA LEADER AND TEAM LEADER

Allowance

An employee appointed by the Board to the position of Team Leader or Area Leader shall receive the following annual allowance in addition to their bi-weekly pay for the duration of their appointment:

	10-month employee	12-month employee
September 1, 2010	\$5032.56	\$5971.94
September 1, 2012	\$5133.21	\$6091.38
September 1, 2013	\$5261.54	\$6243.66
September 1, 2014	\$5398.34	\$6406.00

The annual allowance will not be prorated should the Team Leader or Area Leader work less than a full time equivalency.

Term

Team Leaders and Area Leaders are appointed on the basis of a three (3) year term appointment. The Superintendent of Human Resources or their designate may renew the term of the appointment for additional periods of time, to a maximum of three (3) years per renewal.

Trial Period

An employee appointed by the Board to the position of Team Leader or Area Leader will serve a six month trial period, as defined in Article 3.9.

Reversion

The Team Leader or Area Leader will revert to the position description of their profession within their work unit. For example, a REACH Psychologist Area Leader or Team Leader would revert to the REACH Psychology position description. Reversion will occur in the following circumstances:

- a) Conclusion of the term of appointment
- b) Team Leader or Area Leader position is eliminated
- c) Team Leader or Area Leader appointment is involuntarily removed (either during or after the trial period)
- d) During the first six months of the appointment, should the Team Leader or Area Leader voluntarily wish to end their Team Leader or Area Leader appointment, or
- e) After the first six months of their appointment if the Team Leader or Area Leader wishes to voluntarily revert into their previous position description, they may do so provided an employee is not required to be displaced.

Should a Team Leader or Area Leader be unable to be placed into a vacant position within their work unit or team and displacement of employees is required to accommodate the returning Team Leader or Area Leader, this will be done in accordance with Article 7 – LAY-OFF AND RECALL.

Red Circling of Allowance

Should a Team Leader or Area Leader's position be eliminated, their annual salary plus allowance will be "red-circled" until the end of the appointment or until the employee's salary and any applicable allowance for their current position exceeds the red-circled amount, whichever first occurs. Team Leaders or Area Leaders who revert to a ten (10) month position will continue to be paid on the twelve (12) month salary grid until the end of the appointment.