

COLLECTIVE AGREEMENT

between the

Catholic District School Board of Eastern Ontario

and the

Canadian Union of Public Employees

Local 4154

September 1, 2022 to August 31, 2026

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CUPE – 2022 PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

Part “A” may include provisions respecting the implementation of central terms by the school board and the union. Any such provision shall be binding on the school board and the union. Should a provision in Part A conflict with a provision in Part B, the provision in Part A, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board or school Authority and the union.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

Central terms and local terms shall together constitute a single collective agreement for all purposes.

C2.00 DEFINITIONS

C2.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation, shall prevail.

C2.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Associations/Conseil d’Associations des Employeurs (CTA/CAE) and the employee bargaining agency, the Canadian Union of Public Employees/Syndicat Canadien de la Fonction Publique (CUPE/SCFP).

CUPE/SCFP refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency.

CTA/CAE refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency. The CTA/CAE is composed of:

1. ACEPO refers to l'Association des conseils scolaires des écoles publiques de l'Ontario as the designated bargaining agency for every French-language public district school board.
2. AFOCSC refers to l'Association franco-ontarienne des conseils scolaires catholiques as the designated bargaining agency for every French-language Catholic district school board.
3. OCSTA refers to the Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.
4. OPSBA refers to the Ontario Public School Boards' Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

The term of this collective agreement, including central terms and local terms, shall be from September 1, 2022 to August 31, 2026 inclusive.

C3.2 Term of Letters of Agreement/Understanding

All central letters of agreement/understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C3.3 Amendment of Terms

In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown. It is understood the union will follow its internal approval process.

C3.4 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.

Notice to commence bargaining shall be given by a central party:

- i. within 90 (ninety) days of the expiry date of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- b) Notice to bargain centrally constitutes notice to bargain locally.
 - c) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

The following process pertains exclusively to disputes and grievances on central matters that have been referred to the central process. In accordance with the *School Board Collective Bargaining Act, 2014* central matters may also be grieved locally, in which case local grievance processes will apply.

In the event that central language is being grieved locally, the local parties shall provide the grievance to their respective central agents. Where a local grievance has been filed, the central parties will jointly recommend in writing to the Local Parties that the local grievance be held in abeyance until the Central Dispute Resolution Committee, the Central Parties, or the Crown takes action under Article 4.

C4.1 Statement of Purpose

- a. The purposes of the Central Dispute Resolution Process (CDRP) shall include the expeditious processing and resolution of disputes through consultation, discussion, mediation or arbitration, and the avoidance thereby of multiplicity of proceedings.

C4.2 Parties to the Process

- a. There shall be established a Central Dispute Resolution Committee (“The Committee”), which shall be composed of equal representation of up to four (4) representatives each of the employer bargaining agency and employee bargaining agency (“the central parties”), and up to three representatives of the Crown. The Committee will be co-chaired by a representative from each bargaining agency. All correspondence to the committee will be sent to both co-chairs.
- b. The Central Parties and the Crown will provide a written list of representatives appointed to the Committee with contact information every September. Any changes in representation will be confirmed in writing.
- c. A local party shall not be party to the CDRP, or to the Committee, except to the extent its interests are represented by its respective central party on the Committee.
- d. For the purposes of this section, “central party” means an employer bargaining agency or employee bargaining agency, and “local party” means an employer or trade union party to a local collective agreement.

C4.3 Meetings of the Committee

The Committee shall meet eight times during the school year. The parties may schedule additional meetings by mutual agreement.

C4.4 Selection of Representatives

- a. Each central party and the Crown shall select its own representatives to the Committee.

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

a. Dispute Resolution

A review of any dispute referred to the Committee respecting the interpretation, application, administration, alleged violation, or arbitrability of central terms in the agreement, for the purposes of determining whether the dispute might be settled, withdrawn, referred to mediation/arbitration as a formal grievance, or referred to the local grievance procedure in accordance with this section.

b. Not Adjudicative

It is clearly understood that the Committee is not adjudicative in nature. Unless otherwise agreed to by the parties, decisions of the committee are without prejudice or precedent.

C4.6 Role of the Central Parties and Crown

a. The central parties shall each have the following rights:

- i. To file a dispute with the Committee.
- ii. To file a dispute as a grievance with the Committee.
- iii. To engage in settlement discussions, and to mutually settle a dispute or grievance.
- iv. To withdraw a dispute or grievance it filed.
- v. To mutually agree to refer a dispute or grievance to the local grievance procedure.
- vi. To refer a grievance it filed to final and binding arbitration.
- vii. To mutually agree to voluntary mediation.

b. The Crown shall have the following rights:

- i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.
- ii. To participate in any matter referred to arbitration.
- iii. To participate in voluntary mediation.

C4.7 Referral of Disputes

- a. Either central party must refer a dispute to the Committee for discussion and review

C4.8 Carriage Rights

- a. The parties to settlement discussions shall be the central parties. The Crown may participate in settlement discussions.

C4.9 Responsibility to Communicate

- a. It shall be the responsibility of a central party to refer a dispute to the Committee, or to arbitration, in a timely manner.
- b. It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the CDRP, including mediation and arbitration, and to direct them accordingly.

C4.10 Language of Proceedings

- a. Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.
- b. Where such a dispute is filed:
 - i. The decision of the committee shall be available in both French and English.
 - ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.
- c. Arbitration decisions and settlements that may have an impact on French language school boards shall be translated accordingly.

C4.11 Definition of Dispute

- a. A dispute can include:
 - i. A matter in dispute between the central parties respecting the interpretation, application, administration, alleged violation, or arbitrability of central terms in the agreement.

C4.12 Notice of Disputes

Notice of the dispute will be submitted on the form provided in Appendix A and sent to the responding party, in order to provide an opportunity to respond. The Crown shall be provided with a copy.

- a. Notice of the dispute shall include the following:
 - i. Any central provision of the collective agreement alleged to have been violated.

- ii. The provision of any statute, regulation, policy, guideline, or directive at issue.
- iii. A comprehensive statement of any relevant facts.
- iv. The remedy requested.

C4.13 Referral to the Committee

- a. A central party that has a dispute regarding the interpretation, application, administration, alleged violation, or arbitrability of a central term, shall refer it forthwith to the Committee by notice of dispute to the co-chair of the other central party, with a copy to the Crown, but in no case later than thirty (30) working days after becoming aware of the dispute. Where the responding party wishes to provide a written response prior to the committee meeting, that response shall be forwarded to the other Central party and the Crown.
- b. The Committee shall conduct a review of the dispute. The Committee will meet to review the dispute within twenty (20) working days or at the next scheduled meeting of the Committee.
- c. If the dispute is not settled or withdrawn, within twenty (20) working days of the Committee meeting, the central party submitting the dispute may:
 - i. Continue informal discussions; or
 - ii. Refer the dispute back to the local grievance procedure
- d. If the dispute remains unresolved for longer than sixty (60) working days the dispute may be referred as a grievance. Once referred as a grievance the parties may:
 - i. Refer the grievance to Voluntary Mediation or Expedited Mediation
 - ii. Refer the grievance to Arbitration.

C4.14 Timelines

- a. Timelines may be extended by mutual consent of the parties.
- b. Working days shall be defined as Monday through Friday excluding statutory holidays.
- c. Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.
- d. Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

C4.15 Voluntary Mediation /Expedited Meditation

- a. The central parties may, on mutual agreement, request the assistance of a mediator.
- b. Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.
- c. Timelines shall be held in abeyance from the time of referral to mediation until the completion of the mediation process. The referral of a grievance to mediation is without prejudice to either parties' position on jurisdictional matters, including timeliness.
- d. The Parties agree to refer any mediation to agreed-upon mediator(s). In selecting a mediator, the parties shall have regard to reasonable availability, sector knowledge, and linguistic competence.
- e. Following ratification, the parties shall contact mediator(s) to establish three dates for mediation. Dates shall be scheduled in consultation with the parties. One of the expedited mediation sessions shall be conducted in French and two of the expedited mediation sessions shall be conducted in English every school year of the agreement unless agreed otherwise by the parties.
- f. It is understood that the resolution of any grievance under the mediation process shall be without prejudice and shall not be raised or relied upon by either party or the Crown in any future proceeding, except for enforcement purposes.
- g. The parties may jointly set down up to 5 (five) grievances for each review.
- h. The mediator shall have the authority to assist the parties in a mediated resolution to the grievance.
- i. Each party shall prepare a mediation brief to assist the mediator, which shall include the following:
 - A short description of the grievance.
 - A statement of relevant facts.
 - A list of any relevant provisions of the collective agreement.
 - Any relevant documentation.
- j. The description of the grievance and the relevant facts shall not be typically longer than two pages.
- k. The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.
- l. The responding party shall provide their brief no later than five (5) days prior to the scheduled review.
- m. The Crown may provide a brief no later than two (2) days prior to the review.

- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

C4.16 Arbitration

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, “Written Briefs”, “Will Say Statements” “Agreed Statement of Facts” and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #8. Arbitrators on the list will be used in rotation, based on availability. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d. The Parties shall select an arbitrator from the list to subject to their availability to hear the matter within eighteen (18) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within eighteen (18) the parties shall appoint a mutually agreed to arbitrator who is available within eighteen (18) months.
- e. The central parties may refer multiple grievances to a single arbitrator.
- f. The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00

BENEFITS

The parties have agreed to participate in the Provincial Benefit Trust set out in the CUPE Education Workers Benefit Trust Agreement and Declaration of Trust “CUPE EWBT” established February 28, 2018. The date on which the board and the bargaining unit commenced participation in the Trust shall be referred to herein as the “Participation Date”.

The parties agree that, once all employees to whom this memorandum of settlement applies transition to the CUPE EWBT, all references to existing life, health and dental benefits plans in the applicable local collective agreement shall be removed from that local agreement.

Consistent with section 144.1 of the Income Tax Act (Canada) (“ITA”) Boards’ benefit plans can only be moved into the Trust, such that the Trust will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT.

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

- a) The Trust will maintain eligibility for CUPE represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of applicable collective agreement ("CUPE represented employees").
- b) The Trust is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board.
- c) Retirees who were previously represented by CUPE, who were, and still are members of a Board benefit plan as at the participation date are eligible to receive benefits through the CUPE EWBT based on prior arrangements with the Board.
- d) No individuals who retire after the Participation Date are eligible.

C5.2 Funding

Funding related to the CUPE EWBT will be based on the following:

- a) Funding amounts:
 - September 1, 2022: increase of 1% (\$5,712.00 per FTE)
 - September 1, 2023: increase of 1% (\$5,769.12 per FTE)
 - September 1, 2024: increase of 1% (\$5,826.82 per FTE)
 - September 1, 2025: increase of 1% (\$5,885.08 per FTE)
 - August 31, 2026: increase of 4% (\$6,120.48 per FTE)

C5.3 Cost Sharing

The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

Any cost sharing or funding arrangements regarding the EI rebate will remain status quo.

C5.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.

- b) For the purposes of (a) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c) Amounts previously paid under (a) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- d) In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.

C5.5 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.
- b) New hires after the Participation Date who are eligible for benefits from the CUPE EWBT are not eligible for pay in lieu of benefits.

C5.6 Benefits Committee

- a) A benefits committee comprised of the employee representatives, the employer representatives, including the Crown, and Trust Representatives will meet to address all matters that may arise in the operation of the Trust. This committee is currently known as "TRAC 3".

C5.7 Privacy

- a) The Parties agree to inform the Trust Plan Administrator, that in accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall also be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C6.00 SICK LEAVE

C6.1 Sick Leave/Short Term Leave and Disability Plan

Definitions:

The definitions below shall be exclusively used for this article.

“Full year” refers to the ordinary period of employment for the position.

“Permanent Employees” – means all employees who are not casual employees, or employees working in a long-term supply assignment, as defined below.

“Long Term Supply Assignment” means, in relation to an employee,

- i. a long-term supply assignment within the meaning of the local collective agreement, or
- ii. where no such definition exists, a long-term supply assignment will be defined as twelve (12) days of continuous employment in one assignment.

“Casual Employees” means,

- i. A casual employee within the meaning of the local collective agreement,
- ii. If clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
- iii. If clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work.

Notwithstanding the above, an employee working in a Long-Term Supply Assignment shall not be considered a casual employee for purposes of sick leave entitlement under this article while working in the assignment.

“Fiscal Year” means September 1 to August 31.

“Wages” is defined as the amount of money the employee would have otherwise received over a period of absence, excluding overtime.

a) Sick Leave Benefit Plan

The Board will provide a Sick Leave Benefit Plan which will provide sick leave days and short-term disability coverage to provide protection against loss of income when ill or injured as defined below. An employee, other than a casual employee as defined above, is eligible for benefits under this article.

Sick leave days may be used for reasons of personal illness, personal injury, personal medical appointments, or personal dental emergencies only. Appointments shall be scheduled outside of working hours, where possible.

Employees receiving benefits under the *Workplace Safety and Insurance Act*, or under an LTD plan, are not entitled to benefits under a school board’s sick leave and short-term disability plan for the same condition.

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

Subject to paragraphs d), e) and f) below, Employees will be allocated eleven (11) sick days payable at one hundred percent (100%) of wages on the first day of each fiscal year, or the first day of employment.

Employees on Long-Term Supply Assignments

Subject to paragraph d) below, Employees completing a full-year long-term supply assignment shall be allocated eleven (11) sick days payable at one hundred percent (100%) of wages at the

start of the assignment. An employee completing a long-term supply assignment that is less than a full year will be allocated eleven (11) sick days payable at one hundred percent (100%) reduced to reflect the proportion the long-term supply assignment bears to the length of the regular work year for the position.

c) Short Term Disability Coverage – Days Payable at 90% Wages

Permanent Employees

Subject to paragraphs d), e) and f) below, permanent Employees will be allocated one hundred and twenty (120) short-term disability days at the start of each fiscal year or the first day of employment. Permanent Employees eligible to access short-term disability coverage shall receive payment equivalent to ninety percent (90%) of regular wages.

Employees on Long-Term Supply Assignments

Subject to paragraph d) below, Employees completing a full year long-term supply assignment shall be allocated one hundred and twenty (120) short-term disability days payable at ninety percent (90%) of wages at the start of the assignment.

An employee completing a long-term supply assignment that is less than a full year will be allocated one hundred and twenty (120) short-term disability days payable at ninety percent (90%) of wages reduced to reflect the proportion the long term supply assignment bears to the length of the regular work year for the position.

d) Eligibility and Allocation

A sick leave day/short term disability leave day will be allocated and paid in accordance with current local practice.

Any changes to hours of work during a fiscal year shall result in an adjustment to the allocation.

Permanent Employees

The allocations outlined in paragraphs b) and c) above will be provided on the first day of each fiscal year, or the first day of employment, subject to the exceptions below:

Where a permanent Employee is accessing sick leave and/or the short-term disability plan in a fiscal year and the absence continues into the following fiscal year for the same medical condition, the permanent Employee will continue to access any unused sick leave days or short-term disability days from the previous fiscal year's allocation.

A new allocation will not be provided to the permanent Employee until s/he has returned to work and completed eleven (11) consecutive working days at their regular working hours. The permanent Employee's new sick leave allocation will be eleven (11) sick leave days payable at 100% wages. The permanent Employee will also be allocated one hundred and twenty (120) short-term disability leave days based on the provisions outlined in c) above reduced by any paid sick days already taken in the current fiscal year.

If a permanent Employee is absent on his/her last regularly scheduled work day and the first regularly scheduled work day of the following year for unrelated reasons, the allocation outlined above will be provided on the first day of the fiscal year, provided the employee submits medical documentation to support the absence, in accordance with paragraph (h).

Employees on Long-Term Supply Assignments

Employees completing long term supply assignments may only access sick leave and short-term disability leave in the fiscal year in which the allocation was provided. Any remaining allocation may be used in subsequent long-term supply assignments, provided these occur within the same fiscal year.

Employees employed in a long-term supply assignment which is less than the ordinary period of employment for the position shall have their sick leave and short-term disability allocations pro-rated accordingly.

Where the length of the long-term supply assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/short-term disability leave to occur. If a change is made to the length of the assignment, an adjustment will be made to the allocation and applied retroactively.

e) Refresh Provision for Permanent Employees

Permanent Employees returning from LTD or workplace insurance leave to resume their regular working hours must complete eleven (11) consecutive working days at their regular working hours to receive a new allocation of sick/short-term disability leave. If the Employee has a recurrence of the same illness or injury, s/he is required to apply to reopen the previous LTD or WSIB claim, as applicable.

The Local union and Local school board agree to continue to cooperate in the implementation and administration of early intervention and safe return to work processes as a component of the Short-Term Leave and Long Term Disability Plans.

In the event the Employee exhausts his/her sick/short-term disability leave allocation from the previous year and continues to work part-time, their salary will be reduced accordingly and a pro-rated sick/short-term allocation for the employee's working portion of the current year will be provided. The new pro-rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours. Any changes to hours of work during a fiscal year shall result in an adjustment to the allocation.

For the purposes of d) and e) of this article, eleven (11) consecutive working days of employment shall not include a period of leave for a medical appointment, which is related to the illness/injury that had been the reason for the employee's previous absence, but days worked before and after such leave shall be considered consecutive. It shall be the employee's obligation to provide medical confirmation that the appointment was related to the illness/injury.

f) WSIB & LTD

An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under an LTD plan, is not entitled to benefits under a school board's sick leave and short-term disability plan for the same condition unless the employee is on a graduated return to work program then WSIB/LTD remains the first payor.

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the

specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short-term leave and disability plans.

g) Graduated Return to Work

Where an Employee is not receiving benefits from another source and is working less than his/her regular working hours in the course of a graduated return-to-work as the Employee recovers from an illness or injury, the Employee may use any unused sick/short term disability allocation remaining, if any, for the portion of the day where the Employee is unable to work due to illness or injury. A partial sick/short term leave day will be deducted for an absence of a partial day in the same proportion as the duration of the absence is to an employee's regular hours.

Where an employee returns on a graduated return to work from a WSIB/LTD claim, and is working less than his/her regular hours, WSIB and LTD will be used to top up the employee's wages, as approved and if applicable.

Where an employee returns on a graduated return to work from an illness which commenced in the previous fiscal year,

- and is not receiving benefits from another source;
- and is working less than his/her regular hours of work;
- and has sick leave days and/or short-term disability days remaining from the previous year

The employee can access those remaining days to top up their wages proportional to the hours not worked.

Where an employee returns on a graduated return to work from an illness which commenced in the previous fiscal year,

- and is not receiving benefits from another source,
- and is working less than his/her regular hours of work,
- and has no sick leave days and/ or short-term disability days remaining from the previous year,

the employee will receive 11 days of sick leave paid at 100% of the new reduced working hours. When the employee's hours of work increase during the graduated return to work, the employee's sick leave will be adjusted in accordance with the new schedule. In accordance with paragraph c), the Employee will also be allocated one hundred and twenty (120) short-term disability days payable at ninety percent (90%) of regular salary proportional to the hours scheduled to work under the graduated return to work. The new pro-rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours.

h) Proof of Illness

Sick Leave Days Payable at 100%

A Board may request medical confirmation of illness or injury and any restrictions or limitations any Employee may have, confirming the dates of absence and the reason thereof (omitting a diagnosis). Medical confirmation is to be provided by the Employee for absences of five (5) consecutive working days or longer. The medical confirmation may be required to be provided on the form contained in Appendix C.

Short-Term Disability Leave

In order to access short-term disability leave, medical confirmation may be requested and shall be provided on the form attached as Appendix "C" to this Agreement.

In either instance where an Employee does not provide medical confirmation as requested, or otherwise declines to participate and/or cooperate in the administration of the Sick Leave Plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between the union and the school board. Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. A school board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury of the Board's choice at the Board's expense.

In cases where the Employee's failure to cooperate is the result of a medical condition, the Board shall consider those extenuating circumstances in arriving at a decision.

i) Notification of Sick Leave Days

The Board shall notify employees and the Bargaining Unit, when they have exhausted their 11 days allocation of sick leave at 100% of salary.

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OMERS contributions based on 100% of the employee/plan member's regular pay.

Contributions for OTPP Plan Members:

- i. When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long-Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short-term sick leave provision and qualification for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

k) Top-up Provisions

Employees accessing short-term disability leave as set out in paragraph c) will have access to any unused sick leave days from their last fiscal year worked for the purpose of topping up wages to one hundred percent (100%) under the short-term disability leave.

This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent fiscal year worked.

Each top-up to 100% from 90 to 100% requires the corresponding fraction of a day available for top-up.

In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short-Term Paid Leave Days/Miscellaneous Personal Leave Days in the current year. These days can be used to top-up salary under the short-term disability leave.

When employees use any part of a short-term disability leave day they may access their top up bank to top up their salary to 100%.

l) Sick Leave to Establish EI Maternity Benefits

If the Employee will be able to establish a new EI Maternity Benefit claim in the six weeks immediately following the birth of her child through access to sick leave at 100% of her regular salary, she shall be eligible for up to six weeks leave at 100% of her regular salary without deduction from the sick days or short-term disability leave days (remainder of six weeks topped-up as SEB).

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

The Council of Trustees' Associations (CTA) and the Canadian Union of Public Employees (CUPE) agree to establish a joint Central Labour Relations Committee (Committee) to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C7.2 Membership

The Committee shall include four (4) representatives from CUPE/SCFP and four (4) representatives from the CTA. The parties may mutually agree to invite the Crown and/or other persons to attend meetings in order to provide support and resources as required.

C7.3 Co-Chair Selection

CUPE/SCFP and CTA representatives will each select one co-chair. The two Co-Chairs will govern the group's agendas, work and meetings.

C7.4 Meetings

The Committee will meet within sixty (60) calendar days of the ratification of the central terms of the collective agreement. The Committee shall meet on agreed upon dates three (3) times in each school year, or more often as mutually agreed.

C7.5 Agenda and Minutes

- a) Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.
- b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

The parties to the Committee agree that any discussion at the Committee will be on a without-prejudice and without-precedent basis, unless agreed otherwise.

C7.7 Cost of Labour Relations Meetings

The parties agree that efforts will be made to minimize costs related to the committee.

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

CUPE/SCFP appointees to Provincial Committees will not have their participation charged against local collective agreement union release time or days.

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

Where an employee is required through clear direction by the board to attend work outside of regular working hours, the provisions of the local collective agreement regarding hours of work and compensation, including any relevant overtime/lieu time provisions, shall apply.

Required attendance outside of regular working hours may include, but is not limited to school staff meetings, parent/teacher interviews, curriculum nights, Individual Education Plan and Identification Placement Review Committee meetings, and consultations with board professional staff.

C10.00 CASUAL SENIORITY EMPLOYEE LIST

On or before September 1, 2016, school boards shall establish a seniority list for casual/temporary employees, where a list does not currently exist. This will be a separate list from permanent employees and shall have as its sole purpose to track length of service with the Board. Further, the list shall have no other force or effect on local collective agreements other than those that may already exist for casual/temporary employees in the 2008-12 local collective agreement.

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

At all central bargaining meetings with the Employer representatives the union will be represented by the OSBCU negotiations committee.

The union will be consulted prior to the tendering process for the broader central bargaining location. The tendering process shall be conducted in accordance with the OPS Procurement Directive.

C12.00 STATUTORY LEAVES OF ABSENCE/SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB)

C12.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short-term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C13.00 MERGER, AMALGAMATION OR INTEGRATION

The parties (OSBCU and the CTA) agree to meet within 30 days (or another mutually agreed time) of receiving written notice of a decision to fully or partially merge, amalgamate or integrate a school board or authority. The Crown shall receive an invitation to participate in the meeting. The parties agree to discuss the impact to the affected school board or authority of the merger, amalgamation or integration, including possible redeployment strategies.

C14.00 SPECIALIZED JOB CLASSES

The following language applies to a particular position that requires post-secondary training, licensing, and is not funded on a provincial grid. It also includes a position in the information technology sector requiring specialized skills.

Where a school board determines that an evaluation is necessary, and where the compensation package for the position is determined to be below the local market value outside of the education sector, as evidenced by a local market value assessment, the applicable school board may adjust the base wage or salary rate for the position following a discussion between the local Parties.

C15.00 PROFESSIONAL ACTIVITY DAYS

The parties agree that if the Ministry of Education declares a change in the number of PA Days the following shall apply:

The parties agree that there will be no loss of pay for CUPE members (excluding casual employees) as a result of the change in the number of PA Days determined by the Ministry of Education. The scheduling of PA days shall not change the number of paid days for the work year as per the Collective Agreement.

Name of Board where Dispute Originated:			
CUPE Local & Bargaining Unit Description:			
Policy	Group	Individual	Grievor's Name (if applicable):
Date Notice Provided to Local School Board/CUPE Local:			
Central Provision(s) Violated:			
Statute/Regulation/Policy/Guideline/Directive at issue (if any):			
Comprehensive Statement of Facts (attach additional pages if necessary):			
Remedy Requested:			
Date:		Signature:	
Committee Discussion Date:		Central File #:	
Withdrawn	Resolved	Referred to Arbitration	
Date:		Co-Chair Signatures:	
This form must be forwarded to the Central Dispute Resolution Committee Co-Chairs no later than 30 working days after becoming aware of the dispute.			

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

- 1) An Employee is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.
- 2) If the Employee is eligible to receive a sick leave credit gratuity, upon the Employee's retirement, the gratuity shall be paid out at the lesser of,
 - a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Employee on August 31, 2012; and
 - b) the Employee's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out upon death consistent with the rate in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and except where there are grievances pending, the Employer and union agree that any and all wind-up payments to which Employees without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following board, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Employee have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Hamilton-Wentworth District School Board
 - iii. Huron Perth Catholic District School Board
 - iv. Peterborough Victoria Northumberland and Clarington Catholic District School Board
 - v. Hamilton-Wentworth Catholic District School Board
 - vi. Waterloo Catholic District School Board
 - vii. Limestone District School Board
 - viii. Conseil scolaire catholique MonAvenir
 - ix. Conseil scolaire Viamonde

Other Retirement Gratuities

An employee is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX C - Medical Certificate

PART 1

The Board may request this medical confirmation in accordance with Article C6.1 h)

Part 2 of this form is to provide the Employer with information to assess whether the employee is able to perform the essential duties of their position and to understand restrictions and/or limitations to assess workplace accommodation if necessary.

Part 2 need only be completed for a return to work that requires an accommodation

<p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____.</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>_____ dd _____ mm _____ yyyy</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ yyyy</p> <p>Signature _____ Date _____</p> <p>Employee ID: _____</p>	<p>Dear Health Care Professional, please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.</p> <p><u>Please return the completed form to the attention of:</u></p> <p>_____</p>
<p>Employee Address:</p>	<p>Telephone No:</p> <p>_____</p> <p>Work Location:</p> <p>_____</p>
<p>Health Care Professional: The following information should be completed by the Health Care Professional</p>	
<p>First Day of Absence:</p> <p>_____</p>	

General Nature of Illness* (<i>please do not include diagnosis</i>):				
Date of Assessment: dd mm yyyy		No limitations and/or restrictions <input type="checkbox"/> Return to work date: dd mm yyyy For limitations and restrictions, please complete Part 2.		
Health Care Professional, please complete the confirmation and attestation in Part 3				
PART 2 – Physical and/or Cognitive Abilities Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings. (<i>please complete all that is applicable</i>)				
PHYSICAL (if applicable)				
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>specify</i>):	
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>specify</i>):	<input type="checkbox"/> Use of hand(s): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>specify</i>): Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>specify</i>):		
<input type="checkbox"/> Bending/twisting repetitive movement of (<i>please specify</i>):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <hr/> Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

COGNITIVE (if applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:

Please identify the assessment tool(s) used to determine the above abilities (*Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.*).

Additional comments on **Limitations (not able to do) and/or Restrictions (should/must not do)** for all medical conditions:

Health Care Professional: The following information should be completed by the Health Care Professional

From the date of this assessment, the above will apply for approximately:

☐ 1-2 days ☐ 3-7 days ☐ 8-14 days
☐ 15 + days ☐ Permanent

Have you discussed return to work with your patient?

☐ Yes ☐ No

Recommendations for work hours and start date (if applicable):

☐ Regular full time hours ☐ Modified hours
☐ Graduated hours

Start Date: **dd mm yyyy**

Is the patient on an active treatment plan?: ☐ Yes ☐ No

Has a referral to another Health Care Professional been made?

☐ Yes (optional - please specify): _____ ☐ No

If a referral has been made, will you continue to be the patient's primary Health Care Provider?

☐ Yes ☐ No

Please check one:

- ☐ Patient is capable of returning to work with no restrictions.
☐ Patient is capable of returning to work with restrictions. **(Complete Part 2)**
☐ I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.

Recommended date of next appointment to review Abilities and/or Restrictions: dd mm
YYYY

PART 3 – Confirmation and Attestation

Health Care Professional: The following information should be completed by the Health Care Professional

I confirm all of the information provided in this attestation is accurate and complete: ☐

Completing Health Care Professional Name:
(Please Print)

Date:

Telephone Number:

Signature:

* “General Nature of Illness” (or injury) suggests a general statement of a person’s illness or injury in plain language without any technical medical details, including diagnosis. Although revealing the nature of an illness may suggest the diagnosis, it will not necessarily do so. “Nature of illness” and “diagnosis” are not congruent terms. For example, a statement that a person has a cardiac or abdominal condition or that s/he has undergone surgery in that respect reveals the essence of the situation without revealing a diagnosis.

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

Re: Status Quo Central Items

The parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions shall remain status quo. For further clarity, if language exists in part B, the following items are to be retained as written in the 2019-2022 collective agreements. The issues listed below shall not be subject to local bargaining or to amendment by the local parties.

Issues: To be Updated as Necessary

- Paid Vacations
- Work week (excluding scheduling)
- Work year (excluding scheduling)
- Hours of Work (excluding scheduling)
- Preparation Time
- Staffing levels (including staffing levels related to permits and leases and replacement staffing)
- Allowances/Premiums
- OMERS
- LTD

LETTER OF UNDERSTANDING #2

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

Re: Status Quo Central Items and Items Requiring Amendment and Incorporation

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo or are altered as outlined below. The following language must, however, be aligned with current local provisions. The following issues are not subject to local bargaining or amendment by the local parties. Any disputes arising from these provisions may form the subject of a central dispute.

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB – EI WAITING PERIOD

The parties agree that the issue of the statutory amendment to the *Employment Insurance Act* resulting in a reduction of the employment insurance waiting period has been addressed at the central table and the intent of any existing local collective agreement provisions shall remain status quo. Therefore, where a school board's local collective agreement language references a two-week waiting period and required payment for the two-week waiting period, the board shall ensure that the funds payable from the board to a permanent employee taking an approved leave of 12 months or greater, shall reflect the full sum that would have been payable prior to the reduction of the waiting period.

Provisions with regard to waiting periods and/or payments during such waiting periods shall not be subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein and to accord with the relevant statutory change that reduced the waiting period to one week.

STATUTORY/PUBLIC HOLIDAYS

School boards shall ensure that within their local collective agreement terms, Family Day is included as a statutory/public holiday.

WSIB TOP-UP

If a class of employee was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties who have not yet do so must incorporate those same provisions without

deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) month shall be included in the 2019-2022 collective agreement.

For parties who have yet to incorporate or aligned local language into the 2014-2017 collective agreement, the following shall apply:

Common Central Provisions

Maternity Benefits/SEB Plan

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive *100% salary through a Supplemental Employment Benefit (SEB) plan for a total of *eight (8) weeks (*or insert local superior provision reflecting status quo) immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- e) Employees completing a long-term supply assignment of 6 months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) Employees not defined above have no entitlement to the benefits outlined in this article.

SHORT-TERM PAID LEAVES

The parties agree that the issue of short-term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

Short-term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

Provisions with regard to short-term paid leaves shall not subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein.

RETIREMENT GRATUITIES

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix B - Retirement Gratuities.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. Employees are not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day. The following language applies only to those employees eligible for the gratuity above.”

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

Boards which have Long-Term Disability waiting periods greater than 131 days shall ensure there is language that accords with the following entitlement:

An Employee who has applied for long-term disability is eligible for additional short-term disability leave days up to the maximum difference between the long-term disability waiting period and 131 days. The additional days shall be payable at 90% and shall be used only to bridge the employee to the long-term disability waiting period if, under a collective agreement in effect on August 31, 2012, the employee was required to wait more than 131 days before being eligible for benefits under a long-term disability plan and the collective agreement did not allow the employee the option of reducing that waiting period.

LETTER OF UNDERSTANDING #3

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

Re: Job Security: Protected Complement

The parties acknowledge that education workers contribute in a significant way to student achievement and well-being.

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. Funding reductions directly related to services provided by bargaining unit members; or
 - d. School closure and/or school consolidation.
2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
 - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
 - c. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

Local collective agreement language will be respected, regarding notification to the union of complement reduction. In the case where there is no local language the board will notify the union within twenty (20) working days of determining there is to be a complement reduction.

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:
 - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this

consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.

- b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Once the FTE number has been established in accordance with paragraph 3, above, the local parties shall jointly report the number to the Central Labour Relations Committee.
5. Notwithstanding the provisions of the School Boards Collective Bargaining Act (SBCBA) requiring the ratification of both local and central terms for a collective agreement to be effective, the parties agree that CUPE locals and School Boards will meet within 30 days of ratification of the central agreement to establish and maintain the protected complement.
6. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
7. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Instructors
 - i. Supervisors
 - j. Central Administration
 - k. Professionals
 - l. Maintenance/Trades
8. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
9. This Letter of Understanding expires on August 30, 2026.

LETTER OF UNDERSTANDING #4

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

AND

The Crown

Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference

PREAMBLE:

The parties recognize the importance of embracing diversity and moving beyond tolerance and celebration to inclusivity and respect in our workplaces. Organizations are strengthened when employers can draw upon a broad range of talents, skills, and perspectives. The parties further recognize that a diverse and inclusive workforce may contribute to student success.

I. MANDATE OF THE COMMITTEE

The mandate of the Education Worker Diverse and Inclusive Workforce Committee is to jointly explore and identify best practices that support diversity, equity, inclusion and to foster diverse and inclusive workforces reflective of Ontario's diverse communities.

II. DELIVERABLES

The committee will identify existing recruitment, retention and promotion strategies that aim to eliminate barriers for individuals who identify as members of historically underrepresented groups. In addition, the committee will review training and education programs that support the creation of positive, equitable and inclusive workplaces, and foster diverse and inclusive workforces.

Once jointly identified, materials and resources may be shared with school boards and CUPE locals.

III. MEMBERSHIP

The Committee shall include nine (9) members - five (5) representatives from CUPE/SCFP and four (4) representatives from the CTA. Up to two (2) advisors from the Ministry of Education shall act in a resource capacity to the committee. Other persons may attend meetings in order to provide

support and resources as mutually agreed. Up to one (1) representative from each of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

Should there be interest from other Education Worker tables in creating a comparable committee, the parties shall discuss the creation of a Provincial Education Worker Diverse and Inclusive Workforce Committee. If other comparable Education Worker committees are created, and in the absence of a Provincial Education Worker Diverse Workforce Committee, the parties shall discuss holding joint meetings.

IV. CO-CHAIR SELECTION

CUPE/SCFP and CTA representatives will each select one co-chair. The two Co-Chairs will govern the group's work and meetings.

LETTER OF UNDERSTANDING #5

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

Re: Sick Leave

The parties agree that any existing collective agreement provisions with respect to the items listed below, that do not conflict with the clauses in the Sick Leave article in the Central Agreement, shall remain status quo for the term of this collective agreement:

1. Responsibility for payment for medical documents.
2. Sick leave deduction for absences of partial days.

LETTER OF UNDERSTANDING #6

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

Re: Central Labour Relations Committee

The parties agree that the Central Labour Relations Committee will discuss the following topics:

- Discussion of pilot project on arbitration
- Sick Leave and Short Term Disability Leave
- Any other issues raised by the parties

The parties agree to schedule no fewer than four (4) meetings per year and that agenda items shall be exchanged one week prior to the meeting.

LETTER OF UNDERSTANDING #7

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(hereinafter the 'CTA/CAE')**

RE: List of Arbitrators

The following is the list of Agreed-To Arbitrators for the Collective Agreement in effect from September 1, 2022 to August 31, 2026 as referenced in Article C4 of the Central Terms of the Collective Agreement.

English Language:

Christopher Albertyn
Paula Knopf
Brian Sheehan
Jesse Nyman
Matthew Wilson
Bernard Fishbein

French Language:

Michelle Flaherty
Kathleen O'Neil
Bram Herlich
Graham Clarke
Geneviève Debané

The parties agree that bilingual Arbitrators may also be used on English cases.

LETTER OF UNDERSTANDING #8

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

AND

The Crown

Re: Children's Mental Health, Special Needs, and Other Initiatives

The parties acknowledge the ongoing implementation of the children's Mental Health Strategy, the Special Needs Strategy, and other initiatives within the province of Ontario.

The parties further acknowledge the importance of initiatives being implemented within the provincial school system including but not limited to the addition of Mental Health Leads, and the protocol for partnerships with external agencies/service providers.

It is agreed and affirmed that the purpose of the initiatives is to enhance existing mental health and at risk supports to school boards in partnership with existing professional student services support staff and other school personnel. It is not the intention that these enhanced initiatives displace CUPE workers, nor diminish their hours of work.

LETTER OF UNDERSTANDING #9

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

AND

The Crown

Re: Provincial Working Group – Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group – Health and Safety in accordance with the Terms of Reference dated November 7, 2018, including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the working group, those practices will be shared with school boards.

LETTER OF UNDERSTANDING # 10

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

AND

The Crown

RE: Ministry Initiatives Committee

The Provincial Committee on Ministry Initiatives provides advice to the Ministry of Education, on new or existing ministry initiatives/strategies to support improvement to achievement and well-being of all learners. The Crown may convene a meeting of this committee to discuss such initiatives.

CUPE-OSBCU will be an active participant in the consultation process at the Ministry Initiatives Committee.

LETTER OF UNDERSTANDING #11

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

AND

The Crown

RE: Bereavement Leave

1. The parties agree that the issue of bereavement leave has been addressed at the central table.
2. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of less than three (3) days, local parties shall insert the following into the local (Part B) collective agreement, with such language replacing existing language in its entirety:

Permanent Employees shall be provided with three (3) consecutive regularly scheduled work days' bereavement leave without loss of salary or wages immediately upon the death of or to attend a funeral for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.

3. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of three (3) days or more, there shall be no change to such language and this Letter of Understanding shall not apply.
4. Permanent Employees shall be as defined in local collective agreement terms, or if no such definition exists in a particular collective agreement, as defined in C6.
5. For clarity, while the specific provisions above (including the number of bereavement leave days and eligibility criteria) are not subject to local bargaining or amendment by the local parties, the local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.

LETTER OF UNDERSTANDING #12

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

AND

The Crown

RE: Short Term Paid Leave

1. The parties agree that the issue of short term paid leave has been addressed at the central table and will remain status quo with the exception of the following.
2. Local parties shall ensure that within their local (Part B) collective agreement terms, existing language with respect to short term paid leave shall be amended to allow Indigenous employees to use existing short term paid leave for purposes of:
 - a. Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and
 - b. Attendance at Indigenous cultural/ceremonial events.
3. For clarity, provisions with regard to the number of days of short term paid leave shall not be subject to local bargaining or amendment by local parties and remain status quo at a maximum of five (5) days per school year.

LETTER OF AGREEMENT # 13

BETWEEN

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

and

**The Canadian Union of Public Employees
(hereinafter 'CUPE')**

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

The parties and the Crown agree to establish a provincial task force to review data and explore leading practices related to learning and service continuity and absenteeism.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of CUPE and the CTA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating a sector-wide task force. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. explore data and best practices relating to absenteeism initiatives including return to/remain at work practices;
2. gather and review information including but not restricted to the following:
 - a. utilization of the sick leave and short-term disability plans;
 - b. a jurisdictional scan on sick leave and short-term disability plans from the education sector in Canada and other broader public sector employers;
3. report its findings to school boards and local unions.

The task force shall complete its work by August 31, 2025.

CUPE - PART B: LOCAL TERMS

PREAMBLE

Whereas it is the desire of both parties to this Agreement:

To maintain and improve harmonious relations and settle conditions of employment between the Catholic District School Board of Eastern Ontario and the Canadian Union of Public Employees and its' local 4154;

To recognize the mutual value of joint discussions and negotiations in all matters;

To encourage efficiency in operations;

To establish and promote the morale, well-being, and security of all the employees in the bargaining unit.

DEFINITIONS

Calendar year: Calendar year shall mean the period of January 1 to December 31 inclusive.

Casual employee: An employee employed on a casual basis, to replace a bargaining unit employee daily or occasionally for a period of three (3) months or less.

Employer: The Catholic District School Board of Eastern Ontario and shall be referred to as "the Employer" or "the Board".

Immediate Supervisor: The person(s) in a position directly responsible for the supervision and direction of the employee and to whom the employee reports. For further clarification, an employee working in a school should contact/report to the School Principal or designate as it relates to the day-to-day operations of the school, and to their departmental supervisor for all other purposes.

Layoff: A reduction in the workforce at a location and/or a reduction in the regular hours of work of a position.

Long-Term Occasional employee: An employee employed on a temporary basis to replace a bargaining unit employee absent due to vacation, sick leave or leaves of absence or for a specific term or task for a period of more than three (3) months.

Permanent full-time employee: An employee working the hours of work as defined in [Article 14](#) – Hours of Work.

Permanent part-time employee: An employee appointed on a permanent basis by the Board who is regularly scheduled to work less than full-time hours.

Union: The Canadian Union of Public Employees and its' local 4154.

ARTICLE 1 – MANAGEMENT RIGHTS

1.01 Management Rights

The Union recognizes that it is the function of the Board to exercise the regular and customary function of management and to direct the working force of the Board, subject to the terms of this Agreement. The question of whether any of these rights are limited by the Agreement may be decided through the grievance procedure. The Union further acknowledges that it is the right of the Board to:

- a) Maintain order and discipline and to establish and enforce reasonable rules and regulations governing the conduct of its employees; and
- b) Hire, promote, demote, transfer, and suspend employees; and
- c) Discharge employees for just cause.

1.02 a-b

a) Not Discriminatory

In exercising its rights, the Board and the Union shall not discriminate against or harass any employee because of age, race, creed, colour, ancestry or place of origin, sex, marital status, political affiliation, place of residence, membership or activity in the Union, or any other provisions of the [Ontario Human Rights Code](#).

b) Harassment

The Employer and the Union agree that all forms of harassment will not be tolerated in the workplace. Harassment is defined as any repeated conduct, comment, gesture or contact which creates a working environment that is intimidating, humiliating or uncomfortable. It includes behaviour that the persons know, or reasonably should know, is offensive.

It is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 – RECOGNITION AND NEGOTIATION

Refer to [Part A - C2.00](#)

2.01 Bargaining Unit

The Board recognizes the Union as the sole and exclusive bargaining agent for all its non-teaching support staff, save and except supervisors, those above the rank of supervisors, those employed in a confidential nature, speech language pathologists, psycho-educational consultants, crisis response workers, all employees within the Office of the Director of Education and the Human Resources Department, Confidential Secretaries, and students employed during the months of July and August. The Board agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

2.02 No Other Agreements

The Union is hereby established as the sole collective bargaining agency for all employees as set out in [Article 2.01](#) thereof. The Board undertakes that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively, which will conflict with any of the provisions of this agreement, or the terms of certification of the Union.

No employee shall be required or permitted to make a written or verbal agreement with the Board or a Board representative that may conflict with the terms of this collective agreement.

2.03 Casual/ Long-Term Occasional Employees

- a) A casual/long-term occasional employee replacing a regular employee shall receive the start rate of the posted position.
- b) An unqualified employee who is awarded a long-term occasional assignment will be paid the start rate of the position while in the assignment and will return to the unqualified rate at the end of the assignment.
- c) The casual/long-term occasional employee may be released by the Board before the termination date of any term of employment.
- d) If no permanent employee is the successful applicant (per [Article 12](#)), casual/long-term occasional employees shall have the opportunity to apply for such vacancy prior to advertising the vacancy outside the bargaining unit.
- e) [Articles 11.05](#), [15.08](#), [17](#) and [27.07](#) shall apply to casual/long-term occasional employees.
- f) [Articles 32.04](#), [33.01](#) and [33.02](#) shall apply to employees in a long-term occasional assignment.

- g) No other Article or provisions of the collective agreement shall apply to casual/long-term occasional employees.

2.04 Permanent Part Time

A permanent part-time employee regularly scheduled to work less than 0.5 FTE shall be entitled to Vacation and Sick Leave, on a pro-rata basis.

A permanent part-time employee regularly scheduled to work 0.5 FTE or more shall be entitled to all benefits and advantages provided for in the collective agreement.

ARTICLE 3 – UNION SECURITY

3.01 All Employees to be Members

- a) All employees of the Board covered by this agreement shall, as a condition of employment, become members of the Union upon their commencement of employment.
- b) The Board and the Union agree to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with the Union security and dues check off.
- c) A new employee will be given the opportunity to meet with a union representative. This meeting will take place during the new employee's regular working hours, with no loss of pay. The Union agrees that the application of this subsection will be applied in a reasonable fashion and bearing in mind the costs involved.

ARTICLE 4 – CHECK OFF OF UNION DUES

4.01 Check off Payments

The Board shall deduct from every employee covered by this agreement, any dues, initiation fees, or assessments levied in accordance with the Union constitution and by-laws. The Union shall provide, in writing, a list of such dues, fees or assessments.

4.02 Deductions

The Board shall deduct from regular wages only, for every pay period and for each member, union dues and assessments. All such deductions shall be forwarded to the Secretary-Treasurer of the Local not later than the fifteenth (15th) day of the following month, accompanied by electronic lists of the name, address, phone number, employee

number, wage rate, classification, and status of all employees from whose wages the deductions have been made, where possible. The list shall indicate the amount deducted and wages for the period.

The Employer shall forward to the Union, no later than September 30th and January 1st, an updated list of all the members of the Union indicating their home address and home phone number.

The Union shall indemnify and save harmless the Board from any and all claims arising from the deduction of dues and assessments.

4.03 Union Dues Receipts

At the same time that Income Tax (T-4) slips are made available the Board shall include the amount of union dues paid by each Union member.

ARTICLE 5 – CORRESPONDENCE / COMMUNICATION

- 5.01 All correspondence between the parties arising out of this collective agreement or incidental thereto shall pass to and from the Superintendent of Human Resources or their designee and the President of the Union.
- 5.02 A copy of any correspondence between the Board or the Board's designee and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the President of the Union or their designee.
- 5.03 The Union shall be notified, in Excel format, of their members' full name, home address, phone number, position, employment status (e.g. permanent FTE or temporary/casual, active or leave type), start date and work location, on the following dates:
 - September 30th
 - January 15th
 - April 30th
- 5.04 Members' personal emails will be included in letters of hire, where available.

ARTICLE 6 – LABOUR MANAGEMENT COOPERATION COMMITTEE / BARGAINING COMMITTEE

6.01 Establishment of Committee

Committees shall be established on an as need basis, consisting of not more than six (6) representatives of the Board and not more than six (6) representatives of the Union. The Union and the Board may also bring support, if required. The Committee shall enjoy the full support of both parties to this agreement.

6.02 Labour/Management Committee - Meetings of the Committee

The Labour Management Committee will meet at least two (2) times per year – once in October and again in April. In addition, the committee shall meet at the call of either party throughout the year, should the need arise. Two (2) weeks prior to the scheduled meeting, the parties will advise each other of the matters to be discussed. Employees shall not suffer any loss of pay or benefits for time spent with this Committee.

6.03 Bargaining Committee

- a) A Bargaining Committee shall be appointed and consist of not more than six (6) members of the Board, as appointees of the Board, and not more than six (6) members of the Union, as appointees of the Union. The Union will be accompanied by the National Representative and the Board may have the assistance of one (1) additional member to the Bargaining Committee. The Board may, at its option, be accompanied at the bargaining table by a secretary. The secretary shall not be included in the calculation of the six (6) member appointees of the Board.

Bargaining Committee Pay Provisions

- b) Representatives of the Union appointed to the Bargaining Committee, as per [Article 6.03](#), shall not suffer any loss of pay or benefits for time involved in scheduled negotiation meetings with the Board.

6.04 Pay Equity Maintenance

A Joint Job Evaluation Committee has been established to meet the Board and Union's maintenance obligation under the [Pay Equity Act](#).

The joint committee shall have equal representation to a maximum of (3) three members jointly.

The parties agree to ensure compliance with the [Pay Equity Act](#) and conduct a Pay Equity Maintenance review.

An annual review will be conducted to ensure maintenance is sustained and compliance is met. The committee will report their findings to the CUPE Executive and the Board Administration within 30 days of finalizing the report.

The parties will meet at the call of either party for the purposes of reviewing Pay Equity.

6.05 Classification Committees

There shall be a committee for each group of classifications, as identified below. The committees shall consist of no more than three (3) members of the Board, at least one of which is a senior manager of that classification.

The committee shall consist of no more than three (3) members of the Union, at least one of which is a member of that classification.

The classification committee will meet at the call of either party once per year, per group of classifications, and no more than one classification committee per month.

All meetings will be conducted on the employer's time and members of the committee will not suffer any loss of wages and benefits for their participation in this committee.

The committee will be a working group that will focus on and discuss subjects such as:

- Retention of employees for CUPE 4154
- Recruiting of employees for CUPE 4154
- Training related to [Article 12.05](#)
- Staff development [Article 25](#)
- Concerns within the classification

The classification committees are as follows:

Education Committee

- Designated Early Childhood Educators
- Educational Assistants
- Student Support Workers
- Itinerant ABLE Workers
- Communications Disorders Assistants

Administration, Finance, Technology Committee

- ICT Technicians & Systems Analysts
- Library Technicians
- Accounts Receivable / Accounts Payable
- Purchasing
- Payroll
- Secretaries / Clerks / Receptionists
- Delivery Drivers

Plant & Maintenance Committee

- Maintenance
- Custodians
- Facilities Technicians

ARTICLE 7 – MINUTES OF THE BOARD

- 7.01 Copies of all resolutions and rules and regulations adopted by the Board which affect the employees within this bargaining unit shall be made available to the Union.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Recognition of Local Union Representatives

- a) In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the duties of the Local Union Representative whose responsibility shall be to assist any employee whom the local union representative represents, in preparing and presenting a grievance in accordance with the grievance procedure.
- b) All time spent presenting a grievance shall be without loss of salary or benefits.

8.02 Names of Local Union Representatives

The Union shall notify the Board in writing of the name of each local union representative and of each Vice-President and the area(s) they represent on April 1st of each year.

8.03 Union Grievance Committee

The Union Grievance Committee shall consist of not more than four (4) members of the Executive and the CUPE National Representative.

8.04 Permission to Leave Work

It is understood that no Executive Committee member or local Union Representative shall leave their work duties to prepare for a grievance and/or the investigation of a grievance without obtaining permission from their immediate supervisor. In cases of meetings to be held at a location other than the Executive Committee member's or Local Union representative's assigned place of work, such permission shall be obtained from the Superintendent of Human Resources or their designate rather than the supervisor. Said permission to be granted as soon as possible and will not be unreasonably withheld. The Union shall reimburse the Employer for the actual replacement costs incurred in the release time of the union member.

The Employer agrees that Executive Committee members and Local Union representatives shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting grievances as

provided in this article.

8.05 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this collective agreement.

- a) An individual grievance is one lodged by the Union on behalf of an employee ("grievor"), which has application only to the grievor.
- b) A group grievance is one lodged by the Union, on behalf of more than one employee arising out of the same circumstances.
- c) A policy grievance is one that arises out of the collective agreement and is not included under a) or b) hereof. A policy grievance shall be lodged by the Union; however, such a grievance shall not include any matter upon which an employee is personally entitled to grieve.

It is further understood that the Union shall have the right to file grievances on behalf of any employee or group of employees.

8.06 Grievance Information

Each grievance shall be in writing and shall contain the following:

- a) a brief statement of the facts alleged to support the claim,
- b) specific reference to the collective agreement provisions allegedly violated; and,
- c) the nature of the relief sought.

8.07 Settling of Union Grievances

It is agreed by the parties that an earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step One

An employee having a grievance shall submit it in writing through their Union to the Coordinator of Employee Services within fifteen (15) working days after the employee became aware or ought to have become aware of the incident or circumstances giving rise to the grievance. The Coordinator of Employee Services shall discuss the grievance with the grievor in the presence of the Executive Committee Member or local Union representative. The Coordinator of Employee Services shall render their decision within ten (10) working days following receipt of the grievance.

Step Two

Failing satisfactory settlement at Step One, the Union may submit the grievance to the Director of Education or the Director's designee within fifteen (15) working days following receipt of the reply at Step One. Upon request, within 15 days of receipt of the Step One reply, the Director of Education or the Director's designee shall meet to discuss the grievance with the Grievance Committee. The Director of Education or the Director's designee shall render a decision within ten (10) working days following receipt of the grievance.

8.08 Settling of Employer Grievances

An Employer grievance may be submitted in writing at Step One to the Local President of the Union. The Local President of the Union shall render a decision within ten (10) working days following receipt of the grievance.

Failing satisfactory settlement at Step One, the Employer may submit the grievance to CUPE National within fifteen (15) working days following receipt of the reply at Step One. Upon request, the Union Grievance Committee shall discuss the grievance with the Director of Education or the Director's designee. The Union Grievance Committee shall render a decision within ten (10) working days following receipt of the grievance.

8.09 Time Limits

Time limits specified in this Article may be extended in writing by mutual agreement of both parties.

8.10 Group or Policy Grievance Processing

A group grievance or policy grievance by the Union shall be submitted at Step Two. It is understood that such a policy grievance shall not deal with matters that have been the subject of an individual employee grievance.

8.11 Replies in Writing

All grievances and replies thereto shall be in writing at all stages.

8.12 Working Day

Within [Article 9](#), a working day shall mean a day other than Saturday, Sunday, or a recognized holiday.

8.13 Supplementary Agreement

Signed supplementary agreements, if any, shall form part of this agreement and are subject to the grievance and arbitration procedure.

8.14 Technical Objections

No grievance shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to determine the real matter in dispute and to give a decision according to equitable principles and the justice of the case.

8.15 Grievance Settlement

Where the parties reach a satisfactory settlement to a grievance it shall be in writing and signed by the Employer, the Union and the grievor(s) where applicable or where the grievor(s) signature is waived by the Union. No grievance settlement shall take effect until this agreement is signed. The parties shall endeavour to sign off on all settlement agreement(s) within five (5) working days of reaching terms of settlement or such other timeline as agreed to by the parties.

ARTICLE 9 – ARBITRATION

9.01 Requests for Arbitration

Where a difference arises between the parties relating to the interpretation, application or administration of this agreement including any questions as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to a single Arbitrator and the notice shall contain the name of the first party's selection of a single Arbitrator. The recipient of the notice shall, within five (5) days, inform the other party either that it accepts its selection of a single Arbitrator or inform the other party of the name of its selection, as the case may be.

If the recipient of the notice fails to appoint an Arbitrator, the appointment shall be made by the Minister of Labour for Ontario upon request of either party. The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.

9.02 Decision of the Arbitrator

The decision of the Arbitrator shall be final and binding and enforceable on the parties, but in no event shall the Arbitrator have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of any discharge or disciplinary grievance by any arrangement, which in their

opinion they deem just and equitable.

9.03 **Expenses**

The Board and the Union shall each pay one-half (1/2) the remuneration and expenses of the Arbitrator. The Board and the Union shall each pay the wages and expenses of its witnesses except, if a management representative of the Employer is requested to appear by the Arbitrator, the Employer would not charge their salary or expenses, even if the request for testimony is made by the Union.

9.04 a-b

a) **Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by written mutual consent of the parties to this agreement.

b) **Grievance and Arbitration Pay Provisions**

Representatives of the Union shall not lose any pay or benefits for time used in processing grievances, including time spent attending arbitrations, subject to the limitations found in [Article 9.03](#).

ARTICLE 10 – DISCHARGE, SUSPENSION, DISCIPLINE

10.01 **Preamble**

Whenever the Employer deems it necessary to censure an employee in a manner indicating that discipline, up to and including dismissal, may follow any repetition of the act, or acts, complained of, or omission(s) referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall abide by the following plan:

Step 1

The immediate supervisor shall have an informal discussion with the employee. The employee and the local Union representative shall be advised of the said step.

Step 2

If there is a repetition of the act, or acts, complained of, or omission(s) within a period of six (6) months, there would be a more formal discussion between the supervisor and the employee. The local Union representative and/or an officer of the Union shall attend this meeting, however, should the employee not wish Union representation, the employee

shall notify the Union.

Step 3

If there is no improvement in the employee's actions within a period of another six (6) months and, after another discussion with the supervisor concerned, the employee may be suspended without pay for up to three (3) days, depending on the severity of the infraction, to consider the consequences of their actions and to reflect upon their future with the Board. The local Union representative and/or an officer of the Union shall attend this meeting, however, should the employee not wish Union representation, the employee shall notify the Union.

Step 4

If all of the above fails to achieve a correction in the employee's performance or behaviour, they may be further suspended or terminated.

10.02 Employee File

At the request of the employee, information pertaining to the incidences mentioned above shall be removed from employee's file after twelve (12) months have elapsed from the time the employee has satisfactorily remedied that which brought about the disciplinary measures. No document shall be placed in the employee file, or, used in any disciplinary matter unless the employee is made aware of such at the time the document is placed in their file.

10.03 Steps Omitted

It is understood by the parties that circumstances may arise, depending on the severity of the infraction, where the above procedure is not appropriate, and some steps may be omitted.

10.04 Discharge Procedure

An employee who has completed their probationary period may be dismissed, but only for just cause and only upon the authority of the Director of Education or the Director's designee. When an employee is discharged, they shall be given the reason in the presence of a Union officer. The Director of Education or the Director's designee shall, within five (5) working days of this meeting, confirm in writing the reason as stated at the meeting, for such discharge.

10.05 May Omit Grievance Step

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under [Article 8](#) – Grievance Procedure. Step One of the grievance procedure shall be omitted in such cases.

10.06 Access to Personnel File

An employee, or a union representative with the employee's written authorization, shall have the right, with 24 hours prior notification, to have access to and to review their personnel file and shall have the right to photocopy documents within and respond in writing to any document contained therein. Such reply shall become part of their personnel file.

ARTICLE 11 – SENIORITY

Refer to [Part A - C10.00](#)

11.01 Definition

Seniority is defined as the length of continuous service with the Board and/or predecessor Boards across all classifications since the date of hire and shall include service with the Board prior to certification or recognition of the union.

11.02 Seniority Tiebreaker

In the event that two (2) or more employees share the same seniority date, and there is a requirement for a tiebreaker, the seniority will be determined as follows:

- By lot, drawn in the presence of the President of the Union and the Superintendent of Human Resources or their designate.

11.03 Posting of Seniority Lists

The Board will maintain a seniority list of permanent employees showing each employee's name, location, classification, FTE, and the date on which the employee's seniority commenced. Information will be as of the date of print. The Board will revise the seniority list and provide copies of the revised list to the Union to post on bulletin boards by November 1st and May 30th of every year. An employee objecting to their seniority date or days worked must do so in writing within thirty (30) days of the posting of the list. Should no objection be raised, this list shall be deemed accurate thirty (30) days after said postings.

11.04 Probationary Period

Newly hired employees shall be considered to be on a probationary basis for a period of six (6) months while actively employed from the date of hiring. Following consultation with CUPE, an employee's probationary period may be extended, when required. During the probationary period employees shall be entitled to all rights and privileges of this

agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

11.05 Casual/Long-Term Occasional Employees

Persons hired as casual/long-term occasional employees shall not acquire any seniority credit for such service, unless the casual/long-term occasional employee applies for and acquires a permanent position. Effective September 1, 2023, in computing the seniority credit on the acquisition of permanent status, all casual/long-term occasional hours worked by the employee in any classification will be pro-rated, based on the full-time hours of work for that position, as per [Article 14 - Hours of Work](#) and credited for seniority purposes.

Should a classification be created or eliminated, the Board and the Union would meet to discuss the impact on seniority.

A copy of the casual seniority list which will include name, classification and hours accumulated per classification will be provided to the Union yearly.

11.06 Promotions to Positions Outside Bargaining Unit

The selection and promotion of employees to Board positions outside the bargaining unit are not governed by this agreement. In the event an employee is or has been promoted to such position and is returned to their former position within the bargaining unit within twenty-four (24) months, they shall be credited with a maximum of twelve (12) months seniority accrued during the period they were employed outside the bargaining unit. The employee may remain in the position outside of the bargaining unit for up to twenty-four (24) months following which they must return to or resign from the bargaining unit.

11.07 Loss of Seniority

An employee shall only lose their seniority if they:

- a) terminate their employment for any reason; or
- b) are discharged, only for just cause, and not reinstated through the grievance or arbitration procedures; or
- c) are laid off for a period longer than twenty-four (24) consecutive months; or
- d) are retired and are in receipt of a pension; or
- e) are transferred to a position outside the bargaining unit for more than twelve (12) months.

A Union member transferred under (e) above will continue to pay Union dues at the rate they were paying while in the bargaining unit for the duration of the transfer or until they resign from the bargaining unit.

11.08 Less Than 12 Month Employees

All employees who regularly work less than the full year, such as school secretaries, educational assistants, etc., shall be considered as working a full year for the purpose of this Article.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01 Permanent Full-time Positions

The employer recognizes the value of permanent full-time work. Before posting temporary or part-time work, the employer shall consider whether the temporary or part-time work could be combined with existing positions to create a permanent full-time position.

12.02 Job Postings

- a) When a permanent vacancy or a temporary vacancy of more than three (3) months occurs within the bargaining unit, or a new permanent position is created within the bargaining unit, the Board shall post notice as soon as possible, but no later than within fifteen (15) calendar days of the position. The posting shall be available on the board website 'Careers' page for a minimum of five (5) full working days. The CDSBEO Careers page will be accessible through the application and weblink portal, currently known as MyCDSBEO. Periodic social media posts will include a link to the CDSBEO Careers page. 'Social media' shall include only those avenues used regularly by the Board.
- b) The date on the job posting and the date the job is posted shall be the same. If errors impacting the nature of the assignment are identified in the job posting, the posting will be taken down, corrected, and reposted with timeline adjustments. The posting shall include the specific closing time for the application process. A copy of the job posting shall be forwarded to the Union.
- c) When a vacancy occurs as a result of a retirement or an employee terminating their employment, the Employer shall post the position immediately upon being notified of the termination or, in the case of retirement, sixty (60) days prior to the retirement date.
- d) Vacancies occurring during July and August will be posted as they occur, as per a), b) and c) above, including vacancies for 10-month positions.
- e) An appointment to fill the vacancy shall occur within ten (10) working days after the job posting is complete, provided there is a qualified applicant. The successful candidate, who is awarded the position, will receive written notice, with the Union

President being copied on the correspondence.

- f) Only applications which are sent to the general board email address identified in the postings will be accepted. Applications received by fax, mail, or emailed directly to individual Human Resources staff will not be processed. To facilitate the applications being submitted to the correct email, no individual contact name will be included on the postings. The Board reserves the right to include the names of the Director of Education and the Board Chair on job postings.
- g) The employee has twenty-four (24) hours to accept or decline the awarded position.
 - i) The employee who declines the position must send their response, in writing, to the Coordinator of Employee Services.
 - ii) The employee who accepts the position must send their response, in writing, to the Coordinator of Employee Services.
- h) With any position, a cumulative increase in time of more than five (5) hours per week or more than one (1) hour per day within a one (1) year period since the first increase will result in the position being posted.
- i) Such notice shall contain the following information: posting number, description of position, location, qualifications, education, skills requirement, salary rate, total weekly hours, hours of work. Such qualifications and educational requirements shall be in accordance with the job description as agreed to by the parties under the Job Evaluation Plan during the Pay Equity process.

12.03 Method of Making Appointments

In making staff changes, transfers and/or promotions in the bargaining unit, appointment shall be made of the applicant with the greatest seniority and having the required minimum qualifications, regardless of their current classification. It is understood that to be considered for the position, the qualifications of the applicant must be current and up to date. It is understood that the successful candidate will be able to perform the core duties immediately. The candidate will have three (3) months to become fully trained in the specific requirements of the job.

12.04 Successful Applicant

Within ten (10) working days, the Union shall be notified in writing of all appointments, hirings, layoffs, transfers, recalls and terminations of employment within the bargaining unit.

12.05 Trial Period

- a) The successful applicant shall be placed on a trial period of three (3) months and shall also be provided with a minimum of five (5) working days of training early in their trial period, if necessary. Conditional upon satisfactory service, such trial promotion shall become permanent after the period of three (3) months. In the event the successful applicant proved unsatisfactory in the position during the aforementioned trial period, or if the employee finds they are unable to perform the duties of a new job classification, they shall be returned to their former position and former rate of pay, without loss of seniority. Any other employee who is promoted or transferred because of the re-arrangement of positions shall also be returned to their former position and former rate of pay, without loss of seniority.
- b) When an employee is promoted to a higher paid position, they shall receive the rate of pay at the next higher step.

12.06 Workplace Accommodation

If requested, the Employer will accommodate an employee's limitations and restrictions consistent with its duty to accommodate, short of undue hardship, through differential treatment in a manner that maximizes integration and dignity.

The Employer may provide suitable alternate employment to an employee, who through advancing years, injury, illness, or disability, is unable to perform their normal duties. The rate of pay will be that of the alternate employment. Such employee shall not displace another employee.

12.07 Purpose of Interview

Where an applicant without the required qualifications as per the job description applies for a promotion, during the interview, the applicant will be assessed to determine if they have the potential to become fully qualified within a three (3) month period.

The most senior applicant that meets the minimum qualifications shall not be required to interview.

12.08 Long-Term Occasional (LTO) Positions

A permanent bargaining unit employee who is the successful applicant in a long-term occasional position shall be returned to their former position when the long-term occasional position terminates.

The bargaining unit employee's permanent position will be backfilled as a long-term occasional assignment.

In cases of promotion to a higher wage classification, employees who are surplus,

redundant, or part-time employees applying for a position of greater FTE, there shall be no restriction to eligibility for LTO assignments.

Permanent full-time employees may apply for and accept a long-term occasional position posted up to and including October 15th no more than once every two years.

For permanent full-time employees to be eligible for long-term occasional positions posted after October 15th, only those permanent employees who meet the following criteria may apply:

1. The employee has not exercised the opportunity to take a leave to accept a long-term occasional position within the past year; and,
2. The position is at least 25 kms closer than their current position to their home address on file.

If a member is appointed into a long-term occasional position and said position continues into the next school year, the member will be given the opportunity to remain in the position until it terminates or is posted as permanent.

If an employee is declared surplus and their classification has an annual staffing protocol, they are required to attend. During the annual staffing protocol, if the long-term occasional position is available at their selection point, they may take the position.

Casual and part-time employees who are the successful applicants to long-term occasional assignments will be allocated sick leave according to [Article C6.00 Sick Leave](#) of the Central Terms.

ARTICLE 13 – LAYOFF AND RECALL

13.01 Notice of Layoff

Refer to [Part A – LOU #3](#)

In the event of a proposed layoff of a permanent or long-term nature, or the elimination of a position within the bargaining unit, the Employer shall:

- a) Provide the Union with no less than three (3) weeks notice of the proposed layoff or elimination of the position; and
- b) Provide to the affected employee(s), if any, no less than three (3) weeks written notice, or the appropriate notice as per the [Employment Standards Act](#) or pay in lieu thereof.

13.02 Procedure

- a) Both parties recognize that job security increases in proportion to length of service. Therefore, in the event of layoff, employees in a classification at a workplace shall be laid off in the reverse order of their seniority.
- b) An employee to be laid off may bump an employee with less seniority, provided the employee exercising the right is qualified and able to perform the work. The right to bump shall include the right to bump laterally or downward (the rate of pay being equal or less). Bumping to increase hours within a full-time or part-time category shall not be considered bumping up.
- c) The employee has forty-eight (48) hours to advise the Coordinator of Employee Services, in writing, what position they are bumping into.
- d) A permanent full-time or part-time employee may bump an employee in a temporary position.

13.03 Recall

- a) No new employee shall be hired for any position within the bargaining unit until those laid off and still having seniority have been given an opportunity of recall.
- b) An employee shall have the right of recall, by order of seniority, from a layoff to an available opening within their classification, provided they are qualified and able to perform the work and provided that the vacancy has not been filled in accordance with [Article 12](#) of the Collective Agreement. An employee may decline a recall into an available opening which is less than the full-time equivalent held at the time of layoff without losing their recall rights for subsequent available openings.
- c) The Board shall notify the person of recall opportunity by telephone. If unsuccessful in reaching the laid off employee, a copy of the recall opportunity shall then be forwarded by registered mail addressed to the last address on record with the Board.
- d) Laid off persons will remain on the recall list for a period of two (2) years, unless the person having been laid off fails to notify the Board of their intention to return to work within seven (7) days following receipt of the registered notice of recall sent to their last recorded address with the Board; or having provided such notification, fails to return to work.

ARTICLE 14 – HOURS OF WORK

Refer to [Part A – LOU #1](#)

14.01 Central and Regional Board Office Staff

The normal work week for Central and Regional Board Office Staff shall be 8:30 am to 12:00 noon; 1:00 pm to 4:30 pm, Monday to Friday inclusive, for a total of thirty-five (35) hours per week.

The meal period shall be sixty (60) consecutive minutes which will be taken between 12:00 noon and 1:00 pm, or at a time mutually agreed to between the immediate supervisor and the employee. This meal period will be uninterrupted, except in emergency situations.

Such staff shall normally work twelve (12) months in a year, but it is understood that there may be some individuals among this group that are attached to educational departments and in such cases, ten (10) months in a year will be worked.

14.02 Regional Board Office Secretaries

Ten (10) month Secretaries assigned to the Regional Board Offices will work a ten (10) month school year, in addition to ten (10) working days that may be assigned in portion or in whole, either at the end, or the beginning, of the school year.

Regional Board Office Secretaries will receive five (5) days' pay at the end of the school year, and five (5) days' pay at the beginning of the school year, regardless of when the additional days are worked.

The meal period, referred to above, shall be thirty (30) consecutive minutes which will be taken between 11:00 am and 1:15 pm, at a time mutually agreed to between the immediate supervisor and the employee. This meal period will be uninterrupted, except in emergency situations.

14.03 Educational Assistants

- a) The normal workday for Educational Assistants shall be seven (7) hours per day, exclusive of a meal period, Monday through Friday, for a total of thirty-five (35) hours per week.
- b) The meal period, referred to above, shall be thirty (30) consecutive minutes which will be taken no less than 2.5 hours after the employee's start time and between 10:30 am and 1:30 pm, at a time mutually agreed to between the immediate supervisor and the employee. This meal period will be uninterrupted, except in emergency situations.
- c) Educational Assistants will work a ten (10) month year which will comprise a minimum of one hundred and ninety-four (194) working days.

14.04 Designated Early Childhood Educators (DECE)

- a) The normal workday for DECEs shall be seven (7) hours per day, exclusive of a meal period, Monday through Friday, for a total of thirty-five (35) hours per week.
- b) The meal period shall be thirty (30) consecutive minutes to be taken no less than 2.5 hours after the employee's start time and between 10:30 am and 1:30 pm, at a time mutually agreed upon by the immediate supervisor and the employee. This meal period will be uninterrupted, except in emergency situations.
- c) DECEs will work ten (10) months per year, which will comprise a minimum of one hundred and ninety-four (194) working days.

14.05 Elementary School Secretaries

- a) The normal workday for Elementary School Secretaries shall be seven (7) hours per day, exclusive of a meal period, Monday through Friday, for a total of thirty-five (35) hours per week. The workday shall normally start one-half (1/2) hour before the commencement of the school day, unless otherwise mutually agreed to between the immediate supervisor and the employee.
- b) The meal period referred to in a) above shall not be less than thirty (30) consecutive minutes, which will be taken no less than 2.5 hours after the employee's start time and between 10:30 am and 1:30 pm, at a time mutually agreed upon by the immediate supervisor and the employee. This meal period will be uninterrupted, except in emergency situations.
- c) Elementary School Secretaries will work a ten (10) month school year, in addition to ten (10) working days that may be assigned in portion or in whole, either at the end, or the beginning, of the school year. Secretaries will receive five (5) days' pay at the end of the school year, and five (5) days' pay at the beginning of the school year, regardless of when the additional days are worked.

14.06 Secondary School Secretaries

- a) The normal workday for Secondary School Secretaries shall be seven (7) hours per day, exclusive of a meal period, Monday through Friday, for a total of thirty-five (35) hours per week. The workday shall normally start one-half (1/2) hour before the commencement of the school day, unless otherwise mutually agreed to between the immediate supervisor and the employee.
- b) The meal period referred to in a) above shall not be less than thirty (30) consecutive minutes, which will be taken no less than 2.5 hours after the employee's start time and between 10:30 am and 1:30 pm, at a time mutually agreed upon by the immediate supervisor and the employee. This meal period will be uninterrupted,

except in emergency situations.

- c) Secondary School Secretaries will work a twelve (12) month year.

14.07 Computer Technicians

- a) The normal workday for Computer Technicians shall be seven (7) hours per day, worked between the hours of 8:30 am and 4:30 pm, exclusive of a meal period, Monday to Friday, for a total of thirty-five (35) hours per week. It is understood that these hours may be changed by mutual agreement between the employee and their immediate supervisor.
- b) The meal period referred to above shall be taken no less than 2.5 hours after the employee's start time and between 10:30 am and 1:30 pm, at a time mutually agreed to between the immediate supervisor and the employee. For Computer Technicians working at a Board Office, [Article 14.01](#) will apply. This meal period will be uninterrupted, except in emergency situations.
- c) Computer Technicians will work a twelve (12) month year.

14.08 Library Technicians

- a) The normal workday for Library Technicians shall be seven (7) hours per day, worked between the hours of 7:30 am and 4:00 pm, exclusive of a 30-minute meal period, Monday to Friday, for a total of thirty-five (35) hours per week. The workday shall normally start one-half (1/2) hour before the commencement of the school day, unless otherwise mutually agreed to between the immediate supervisor and the employee.
- b) The meal period referred to above shall be taken no less than 2.5 hours after the employee's start time and between 10:30 am and 1:30 pm, at a time mutually agreed to between the immediate supervisor and the employee. This meal period will be uninterrupted, except in emergency situations.
- c) Library Technicians will work a ten (10) month year.

14.09 Maintenance and Custodial Staff

- a) **Maintenance Staff and Delivery Driver**
 - i) The normal work week for Maintenance employees and the Delivery Driver shall consist of five (5) consecutive eight (8) hour days from Monday to Friday, exclusive of a half hour unpaid meal period. This meal period will be uninterrupted, except in emergency situations.

- ii) The normal workday shall commence at 7:00 am and conclude at 3:30 pm unless otherwise agreed to by the employee and their immediate supervisor. Employees will report to their designated work location/home school at 7:00 am; their day will end at 3:30 pm. The end-of-day procedure for Maintenance staff is that they will continue working at their assigned work site until 3:30 pm.
- iii) In the summer vacation period only, where possible, the day shift shall consist of four (4) ten-hour shifts worked between the hours of 6:00 am and 5:00 pm from Monday to Thursday, the starting time to be mutually agreed upon.
- iv) In the Christmas two-week vacation period only, the required full-time hours of work shall total thirty-two (32) hours or as directed by Board policy/procedure and, where possible, shall be worked between the hours of 6:00 am and 5:00 pm. Employees will provide their proposed work schedule to their immediate supervisor by December 1st, for approval. A response will be received by the employee within five (5) working days.
- v) The meal period shall be taken no less than 2.5 hours after the employee's start time and between 10:30 am and 1:30 pm, at a time mutually agreed upon by the employee and their immediate supervisor. This meal period will be uninterrupted, except in emergency situations.
- vi) Maintenance employees and the Delivery Driver shall work a twelve (12) month year.

b) Custodian in Charge and Custodian (Secondary School)

- i) The normal work week for Secondary School Custodians shall consist of five (5) consecutive eight (8) hour shifts, inclusive of a one-half hour (1/2) paid meal break from Monday to Friday. For paid meal breaks, the employee is not permitted to leave the School/Board premises unless pre-arranged with their immediate supervisor.
- ii) The shifts shall be:
 - Day: 6:00 am to 2:00 pm or 7:00 am – 3:00 pm;
 - Afternoon: 2:00 pm to 10:00 pm or 3:00 pm – 11:00 pm,
 unless otherwise agreed to by the employee and their immediate supervisor.
- iii) During the period of March Break and the summer vacation period, all employees shall be scheduled to work the day shift unless there is a mutual agreement between the employee and their immediate supervisor. In the summer vacation period only, where possible, the day shift shall consist of four (4) ten-hour shifts worked between the hours of 6:00 am and 5:00 pm from Monday to Thursday, the starting time to be mutually agreed upon.

Custodians may return to their regularly scheduled shifts the week prior to the first day of the new school year, or as mutually agreed upon between the employee and their immediate supervisor.

- iv) Afternoon custodians will be given the opportunity to work 12:00 noon to 8:00 pm, or as mutually agreed upon between the employee and their immediate supervisor, when there are no students scheduled to be in the regular classrooms and on inclement weather days.
- v) In the Christmas two-week vacation period only, the required full-time hours of work shall total thirty-two (32) hours, or as directed by Board policy/procedure and, where possible, shall be worked between the hours of 6:00 am and 5:00 pm. Employees will provide their proposed work schedule to their immediate supervisor by November 15th, for approval. A response will be received by the employee no later than December 1st.
- vi) Secondary School Custodians shall work a twelve (12) month year.

c) Custodian (Elementary School)

- i) Where an Elementary School is allocated one full-time (8-hour per day) custodian, such custodian's normal work week shall consist of five (5) eight (8) hour days from Monday to Friday, inclusive of a one-half (1/2) hour paid meal break. For paid meal breaks, the employee is not permitted to leave the School/Board premises unless pre-arranged with their immediate supervisor. The hours shall be worked between the hours of 6:00 am and 5:00 pm, unless otherwise agreed to by the employee and their immediate supervisor.
- ii) In an Elementary School where there are two or more custodians, the normal work week shall consist of five (5) consecutive eight (8) hour shifts, inclusive of a one-half (1/2) hour paid meal break. For paid meal breaks, the employee is not permitted to leave the School/Board premises unless pre-arranged with their immediate supervisor.
- iii) The shifts shall begin:
Day: between the hours of 6:00 am – 9:00 am
Afternoon: between the hours of 2:00 pm – 3:00 pm
unless otherwise agreed to by the employee and their immediate supervisor.
- iv) During the period of March Break and the summer vacation period, all employees shall be scheduled to work the day shift unless there is a mutual agreement between the employee and their immediate supervisor. In the summer vacation period only, where possible, the day shift shall consist of four (4) ten-hour shifts worked between the hours of 6:00 am and 5:00 pm from Monday to Thursday, the starting time to be mutually agreed upon.

Afternoon custodians will be given the opportunity to work 12:00 noon to 8:00 pm or as mutually agreed upon between the employee and their immediate supervisor when there are no students scheduled to be in the regular classrooms and on inclement weather days.

- v) In the Christmas two-week vacation period only, the required full-time hours of work shall total thirty-two (32) hours or as directed by Board policy/procedure and, where possible, shall be worked between the hours of 6:00 am and 5:00 pm. Employees will provide their proposed work schedule to their immediate supervisor by November 15th, for approval. A response will be received by the employee no later than December 1st.
- vi) During the period of the Christmas holidays, March Break, and summer vacation, the one-half hour (1/2) lunch period will be a paid lunch period. For paid meal breaks, the employee is not permitted to leave the School/Board premises unless pre-arranged with their immediate supervisor.
- vii) Elementary School Custodians shall work a twelve (12) month year.

14.10 Itinerant Custodians

- a) The normal work week for Itinerant Custodians shall consist of five (5) consecutive eight (8) hour shifts, inclusive of a one-half (1/2) hour paid meal break from Monday to Friday. For paid meal breaks, the employee is not permitted to leave the School/Board premises unless pre-arranged with their immediate supervisor.
- b) In the Christmas two-week vacation period only, the required full-time hours of work shall total thirty-two (32) hours or as directed by Board policy/procedure and, where possible, shall be worked between the hours of 6:00 am and 5:00 pm. Employees will provide their proposed work schedule to their immediate supervisor by November 15th, for approval. A response will be received by the employee no later than December 1st.

14.11 Student Support Workers

- a) The normal workday for Student Support Workers shall be seven (7) hours per day, exclusive of a thirty (30) minute meal period, Monday through Friday, for a total of thirty-five (35) hours per week.
- b) The meal period referred to in a) above, will be taken no less than 2.5 hours after the employee's start time and between 10:30 am and 1:30 pm, at a time mutually agreed to between the immediate supervisor and the employee. This meal period will be uninterrupted, except in emergency situations.

- c) Student Support Workers will work ten (10) months per year, which will comprise a minimum of one hundred and ninety-four (194) working days.

14.12 Rest Period

All employees shall be entitled to an uninterrupted fifteen (15) minute paid rest period in the first half and in the second half of the day. Rest periods should be scheduled at mid point in the morning and afternoon.

14.13 Systems Analysts

- a) The normal workday for Systems Analysts shall be eight (8) hours per day, scheduled between the hours of 7:30 am and 5:00 pm, exclusive of an unpaid meal break of no less than thirty (30) consecutive minutes, Monday to Friday, for a total of forty (40) hours per week. It is understood that these hours may be changed by mutual agreement between the employee and their immediate supervisor. This meal period will be uninterrupted, except in emergency situations.
- b) Systems Analysts will work a twelve (12) month year.

14.14 Itinerant ABLE Workers

- a) The normal workday for Itinerant ABLE Workers shall be seven (7) hours per day, exclusive of a thirty (30) minute meal period, Monday through Friday, for a total of thirty-five (35) hours per week.
- b) The meal period referred to in a) above will be taken no less than 2.5 hours after the employee's start time and between 10:30 am and 1:30 pm, at a time mutually agreed to between the immediate supervisor and the employee. This meal period will be uninterrupted, except in emergency situations.
- c) Itinerant ABLE Workers will work ten (10) months per year, which will comprise a minimum of one hundred and ninety-four (194) working days.

14.15 Supervision

Educational Assistants (EA)

When assigning supervision duties, Principals will endeavour to implement schedules that are designed to facilitate and advance the goal of fair and equitable distribution among Educational Assistants and all school staff that perform the work.

Supervision shall be assigned by the Principal, with consideration given to all Educational Assistants' preferences.

Designated Early Childhood Educators (DECE)

It is strongly recommended that supervision will be restricted to kindergarten students. When assigning supervision duties, Principals will endeavour to implement schedules that are designed to facilitate and advance the goal of fair and equitable distribution among DECEs and all school staff to which kindergarten supervision is assigned.

Supervision shall be assigned by the Principal, with consideration given to all DECEs' preferences.

ARTICLE 15 – OVERTIME

Refer to [Part A - LOU #1](#)

15.01 Overtime Defined

All time worked beyond the normal workday or the normal work week, or any work performed on a holiday, or a normal day of rest shall be considered as overtime.

15.02 Overtime

All overtime must be approved by the appropriate supervisor in advance of being performed, except in the case of an emergency.

- a) All overtime shall be on a voluntary basis except in the cases of emergency.
- b) Employees requested to work overtime will be paid at the rate of time and one half (1.5) for all hours worked.
- c) If requested to work two (2) or more, but less than three (3), consecutive hours of overtime, as an extension of the normal working day, an employee will be allowed a fifteen (15) minute break with pay at the applicable overtime rates. If required to work three (3) or more consecutive hours of overtime, as an extension of the normal working day, an employee will be allowed a thirty (30) minute break with pay at the applicable overtime rate.

Flextime

- a) Where appropriate, the Board will allow employees to exchange work time at straight time in order to accumulate time for the purposes of office/workplace closure between Christmas and New Years.
- b) Where appropriate, in addition to a) above, Central and Regional Board Office Staff and Secondary School Secretaries will be allowed to exchange work time at straight

time in order to accumulate time for the purposes of the reduced summer work week, at the approval of their Supervisor.

15.03 Holiday or Day of Rest

- a) Any work performed on a day of rest shall be paid at one and a half (1.5) times the normal rate of pay.
- b) All work performed on a Sunday or on a holiday listed in [Article 26.02](#) shall be paid at two (2) times the normal rate of pay.

15.04 Call-In

An employee who is called in to work outside their normal working hours shall be paid a minimum of three (3) hours at overtime rates and shall be paid from the time they leave their home to report for duty, until the time they arrive home upon proceeding directly from work.

15.05 Time Off in Lieu of Overtime

Time off taken in lieu of overtime payment for employees, is permitted when mutually agreed upon between the employee and supervisor. Where possible, the time is to be taken when the employee does not need to be replaced. Overtime hours shall be banked at time and a half.

15.06 Community Use

During any Community Use of School events, the Board will make every effort for there to be a Board Custodian present in the building where the event occurs, for the duration of the event. Circumstances may necessitate additional time prior to and at the end of the event, as approved by the supervisor.

It is understood that employees working community use events will perform custodial duties as outlined by their supervisor.

15.07 Distribution of Overtime

Overtime shall be distributed on an equitable basis by work location among employees who are willing and qualified to perform the available work.

15.08 Distribution of Overtime to Custodians

In circumstances of unfilled shifts or for extra hours in a school, the following process will apply:

- a) The Itinerant Custodian will be assigned first, if available.
- b) When the day custodian is absent, afternoon custodians at the same school will be offered, on a rotational basis, the opportunity to replace the day custodian. Every effort will be made to evenly distribute the unfilled or extra hours throughout the school year.
- c) The Operations Supervisor will offer unfilled shifts or extra hours to a permanent part-time custodian of that same school, without exceeding their forty (40) hour threshold.
- d) Once all permanent custodians of that same school have worked forty (40) hours that week, unfilled shifts or extra hours will be offered to a casual custodian that has not reached the forty-four (44) hour threshold.
- e) If arrangements cannot be made to have the unfilled or extra hours worked by a casual custodian that is under forty-four (44) hours, the unfilled or extra hours will then be offered, on a rotational basis, to all permanent custodians at that same school.
- f) As a final solution, where all of the above methods have been attempted without success, the unfilled or extra hours will be offered, in the following order, to custodians that have expressed interest (through an annual survey below) in working at other schools:
 - i. to a permanent custodian from another school who has worked less than forty (40) hours that week.
 - ii. to a permanent custodian from another school who has worked forty (40) hours or more that week.

To facilitate this final step, the Board will survey custodians annually, in October, to determine each custodian's interest in working unfilled or extra hours at other schools. This survey will provide a choice of school regions, with specific schools clearly outlined. At the request of the employee or where deemed necessary, orientation will be provided to the custodian for the school(s) in their chosen school region(s).

Each school region's list will identify interested custodians in order of seniority, and they will be offered unfilled or extra hours on a rotational basis. Custodians who refuse three (3) offers for unfilled or extra hours will be removed from the list for the remainder of that school year.

If the unfilled or extra hours cannot be filled using the above methods, overtime will be incurred by a casual custodian who has worked over forty-four (44) hours.

All overtime that has been worked must be submitted to the Plant and Maintenance department by the next working day, on the proper timesheet. The Union will be provided

a copy of all overtime sheets.

All overtime will be assigned by the Supervisor of Plant Operations or their designate only.

All overtime shall be paid on the next pay period.

15.09 No Reduction in Work Hours to Compensate for Overtime

An employee shall not be required to reduce their normal hours of work to compensate for overtime hours that they have worked.

15.10 Overtime - Educational Assistants

No educational assistant shall be required to work weekends, attend school trips, or attend parent IPRC meetings held outside working hours.

ARTICLE 16 – JOB SECURITY

Refer to [Part A - LOU #3](#)

16.01 In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed by members of the bargaining unit shall not be contracted out. The Employer may contract out surplus or special work that cannot be performed by the present staff, provided no employees who are qualified are on layoff.

16.02 In the case where a school is to be closed and/or a job eliminated, the Board shall notify the Union at least one (1) month in advance.

16.03 Position Decreased or Eliminated

In the event a position is decreased or eliminated the affected employee shall be given first chance of accepting the position should it return to the previous state within two (2) years, before it is posted in the regular fashion throughout the system.

ARTICLE 17 – CASUAL/TEMPORARY WORK

17.01 No new employees shall be hired for any casual or temporary work unless all employees within the bargaining unit on layoff, and possessing the necessary qualifications for the position, have been given the opportunity of recall. It is understood that any employee on layoff has the right to refuse an assignment. In addition to [Article 31.04](#), it is understood that employees who are recalled for casual/temporary work shall be fully covered by the terms of the Collective Agreement.

17.02 Position Performance Feedback

A casual/temporary employee who was an unsuccessful candidate in obtaining a permanent position will be provided feedback by Human Resources, upon request.

General performance feedback will be provided by the direct supervisor to casual employees in a long-term occasional assignment, at the request of either the Board or employee.

ARTICLE 18 – LEAVE

Refer to Part A – [C12.00](#) & [LOU #2](#)

18.01 Bereavement Leave

- a) An employee may be absent up to five (5) consecutive working days with pay upon the death of an immediate relative: spouse, father/mother, persons in loco parentis, brother/sister, son/daughter, father-in-law/mother-in-law, son-in-law/daughter-in-law, grandchild and grandparent.

However, should the employee complete their working day on the day of bereavement, they may be excused from work up to five (5) working days commencing the day following.

- b) An employee may be absent up to three (3) consecutive working days with pay commencing upon the day of death of a brother-in-law/sister-in-law, niece, or nephew. However, should the employee complete their working day on the day of bereavement, they may be excused from work up to three (3) working days commencing the day following.
- c) Upon request, special bereavement leave not covered under Article 18.01 a) and b), may be granted, on compassionate grounds, by the Superintendent of Human Resources.

18.02 Short Term Paid Leaves (5 Other Days)

Refer to [Part A - LOU #2](#)

Access to a combined maximum of five (5) other leave days per school year without loss of salary or deduction of sick leave is granted for the following reasons to:

- a) All members, for the purpose of Illness in Family.
- b) Indigenous employees (effective 2022) for the purposes of:

- Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and
- Attendance at Indigenous cultural/ceremonial events.

18.03 Leave without Pay

- a) A leave of absence without pay may be granted to an employee for personal reasons. The employee shall forward their request in writing to the Superintendent of Human Resources or designate at least one (1) month before the intended starting date, where possible. Such leave shall not exceed two (2) years in length and shall not be unreasonably denied.
- b) For a leave of absence exceeding three (3) months, the employee shall advise the Board in writing, thirty (30) days before the expiration of such leave, of their intention to return to the employ of the Board.
- c) An employee on a leave without pay may continue their LTD benefits coverage during the leave period if, the employee approves monthly deductions as per invoice provided by the Board. The actual cost and coverage available to an employee during the leave period is subject to any limitations contained in the actual LTD policy.
- d) Unless the leave is for compassionate reasons, (i.e. serious illness in the family), an employee shall not accumulate seniority while on leave.
- e) The Board will endeavour to provide a written response to the employee within ten (10) working days.

18.04 Jury or Court Witness Duty

The Employer shall grant a leave of absence with pay and without loss of seniority to an employee who serves as a juror or witness in any court, or to attend court in relation to the adoption of a child, except as a litigant, provided the employee presents proof of appearance and pays to the Board any jury pay received, excluding payment received for expenses.

18.05 Emergency Leaves

The emergency leave provision, as in accordance with the [Employment Standards Act](#), is inclusive of the days provided within the collective agreement.

18.06 Education Leave

Upon approval of an employee's supervisor, an employee may be absent from work during regular working hours for the purpose of writing an examination at an accredited educational institution without suffering any loss of pay for the time spent away from work for this purpose. It is understood that any such examination would normally be in a program of studies that would be mutually beneficial to both the employee and the Board.

18.07 Personal Leave

One (1) day of leave with pay shall be granted in each calendar year for personal reasons. Where possible, the scheduling of such leave shall be upon mutual agreement of the employee and their immediate supervisor. Unused leave shall be added to the following year's vacation entitlement. For clarification, where a 10-month employee's personal leave day is not used, it shall be paid out in January. The employees are not required to submit reasons for the personal leave.

18.08 Medical/Dental Appointments

Refer to [Part A – C 6.1 a\)](#) & [LOU #2](#) & [LOU #8](#)

Medical and/or dental appointments should be scheduled outside normal working hours where possible. Where such appointments cannot be scheduled outside normal working hours, the employee should endeavour to schedule the appointment to minimize lost work time and, unless in the case of an emergency, must advise their immediate supervisor five (5) days in advance. If such appointment requires the employee to be absent beyond half of their normal shift, such time shall be deducted from the employee's sick leave bank.

18.09 Deferred Salary Leave

- a) The deferred salary leave plan has been developed to afford an employee the opportunity of taking a leave of absence without pay and through deferral of salary, to finance the leave. In accordance with Revenue Canada Taxation Regulation, the leave shall not be less than six (6) consecutive months and the deferral period must not exceed six (6) years from the date deferrals are commenced.
- b) Neither the Catholic District School Board of Eastern Ontario nor the Union assumes responsibility for any consequences arising out of this plan related to effects on an employee's pension provision, income tax arrangements, Employment Insurance, the Canada Pension Plan, or any liabilities incurred by the employee as a result of participation in this plan.
- c) The employee shall not be covered by Workplace Safety and Insurance Board (WSIB) during the leave period.
- d) A permanent employee with the Board is eligible to participate in this plan.

- e) An employee must make a written application to the Superintendent of Human Resources no less than three (3) months prior to the beginning of participation in the plan requesting approval of the deferred salary leave.
- f) Written response from the Board will be forwarded to the employee.
- g) Participation in the plan will not be unreasonably withheld.
- h) An agreement to the terms and conditions of the plan shall be signed by the Board and the employee prior to the beginning of participation in the plan.
- i) An appropriate amount of the employee's salary will be held back in each year of the plan (ex.: 2 over 3 years = 33 1/3%, 3 over 4 years = 25%, 4 over 5 years = 20%). The percentage deferred in any taxation year shall not exceed 33 1/3. This money will be deposited in a Board-held deferred salary leave account and statements will be issued quarterly to the employee. Any interest earned must be paid out to the employee during the year in which it is earned. Interest will be calculated and will be paid to the employee at the same rate that the Board receives on its surplus funds.
- j) During the leave, the employee shall be paid the monies accumulated as of the commencement of the leave, in accordance with the payment of salaries to other employees. When an employee begins to draw upon the accumulated investment total, there will be no further accumulation of interest credited to the employee's account.
- k) During the leave, the Board shall deduct the amounts required for Income Tax, Employment Insurance, Canada Pension Plan, OMERS and the employee's share of any benefits according to the collective agreement.
- l) The employee may not receive remuneration from the Board during the leave, other than the deferred salary.
- m) An employee must return to the Board, or to an employer that participates in similar arrangements, after the period of leave for a period that is not less than the period of absence. If an employee decides not to return to the Board following a leave, the Board shall be notified as soon as possible and not later than May 1st of that year. At this point in time, the arrangement ceases to be a deferred salary leave plan and all deferred amounts will be paid out within sixty (60) days.
- n) An employee may not withdraw from the plan in circumstances other than financial or other hardship, such as loss of employment. When such a circumstance has been demonstrated to the Board, the accumulated funds shall be released to the employee within fourteen (14) days.

- o) An employee may only make one request to postpone the original scheduled commencement of the leave. Such request may be granted at the discretion of the Superintendent of Human Resources. Interest will not accrue on the balance accumulated beyond the original scheduled commencement date of the leave.
- p) In the case of a death of an employee who is a participant in the plan, the accumulated funds shall be paid to the employee's estate, providing the appropriate required consents or releases have been obtained.

Notwithstanding any of the above, nothing in this Deferred Salary Leave Plan shall be in contravention with the Income Tax Regulations.

ARTICLE 19 – UNION AFFAIRS

Refer to [Part A C8.00](#)

19.01 Leave for Union Duties

Any employee who is elected or appointed to a full-time position with the Local, National Union, or an affiliated body, shall be granted a leave of absence without pay or loss of seniority, for a period of up to one year. This leave will be renewed yearly if requested by the Union. The Employer shall maintain benefit coverage under [Article 31.01](#) and [31.02](#) and salary. The Employer will invoice the local Union monthly for salary during the period. The President, while on leave, shall have all rights and privileges of the collective agreement including seniority accumulation as if they were at work.

19.02 Leave of Absence for Union Functions (Release Time)

Upon request to the Board, an employee elected or appointed to represent the Union at union functions shall be allowed leave of absence with pay. Such requests shall be made in writing and will not be unreasonably denied by the employer. The employer shall invoice the Union, who will reimburse the Board for the full cost of such pay.

19.03 Invoicing the Union

The Employer shall invoice the local union Treasurer for costs related to this article, ninety (90) days after the end of the leave. This invoice shall provide the following information: date of leave, name of employee, purpose of the leave, hours of work and hourly rate. All time while on leave shall be considered as time worked for the purposes of calculating service, seniority, and any other benefit under the collective agreement.

19.04 President's Leave

In order for the Local President to perform their duties of office, the Employer shall, upon notification by the Union's Recording Secretary, authorize a full or partial unpaid leave of absence for the Local Union President. The Employer shall maintain benefits under [Article 31.01](#) and [31.02](#) and salary. The Employer will invoice the Local Union monthly for the cost of benefits and for salary paid during the period. The President, while on leave, shall have all rights and privileges of the collective agreement as if they were at work.

ARTICLE 20 – DEFINITIONS

Definitions, for the purpose of application of [Articles 21](#) and [22](#) are those found in the [Employment Standards Act](#), the [Ontario Human Rights Code](#) and the [Family Law Act](#).

ARTICLE 21 – PREGNANCY LEAVE

Refer to [Part A LOU #2](#)

21.01 Entitled to Leave without Pay

A pregnant employee is entitled to a leave of absence without pay unless their due date falls fewer than 13 weeks after they commenced employment.

21.02 Beginning Pregnancy Leave

An employee may begin their pregnancy leave no earlier than the earlier of,

- a) the day that is 17 weeks before their due date; and
- b) the day on which they give birth.

21.03 Exception

Article 21.02 b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage.

21.04 Latest Day for Beginning Pregnancy Leave

An employee may begin their pregnancy leave no later than the earlier of,

- a) their due date; and
- b) the day on which they give birth.

21.05 Birth

An employee wishing to take pregnancy leave shall give the Employer,

- a) written notice at least two (2) weeks before the day the leave is to begin; and,

- b) if the Employer requests it, a certificate from a legally qualified medical practitioner stating the due date.

21.06 Notice to Change Date

An employee who has given notice to begin pregnancy leave may begin the leave,

- a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two (2) weeks before that earlier day; or
- b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two (2) weeks before the day set out in the original notice.

21.07 Pregnancy Complications

If an employee stops working because of a complication caused by their pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, [Article 21.05](#) does not apply and the employee shall, within two (2) weeks after stopping work, give the employer:

- a) Written notice of the day the pregnancy leave began or is to begin; and
- b) If the employer requests it, a certificate from a legally qualified medical practitioner stating,
 - i) In the case of an employee who stops working because of a complication caused by their pregnancy, that they are unable to perform the duties of their position because of the complication and stating their due date,
 - ii) In any other case, the due date and the actual date of the birth, still-birth, or miscarriage.

21.08 End of Pregnancy Leave

An employee's pregnancy leave ends:

- a) if they are entitled to parental leave, 17 weeks after the pregnancy leave began;
- b) if they are not entitled to parental leave, on the day that is the later of,
 - i) 17 weeks after the pregnancy leave began, and
 - ii) 12 weeks after the birth, still-birth, or miscarriage.

21.09 Ending Leave Early

An employee may end their leave earlier than the day set out in the [Article 21.08](#) by giving the employer written notice at least four (4) weeks before the day they wish to end their leave.

21.10 Changing End Date

An employee who has given notice under [Article 21.09](#) to end their pregnancy leave may end the leave,

- a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four (4) weeks before the earlier day; or
- b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four (4) weeks before the day indicated in the original notice.

21.11 Employee Not Returning

An employee who takes pregnancy leave shall not terminate their employment before the leave expires or when it expires without giving the Employer at least four (4) weeks written notice of the termination, unless the Employer constructively dismisses the employee.

21.12 Rights During Leave

During a Pregnancy Leave, it is the employee's responsibility to contact the administrator of the benefit trust for Medical/Dental and Group Life insurance to determine eligibility. The Board will provide costing for LTD and OMERS, should the employee choose to participate during their leave.

21.13 Employer Contributions

During an employee's pregnancy leave, the employer shall make the employer's contributions to OMERS, as described in [Article 31](#), once the employee confirms in writing that they have chosen to purchase the leave.

21.14 Leave and Vacation Conflict

An employee who is on Pregnancy Leave may defer taking vacation until the leave expires. The employee may elect to take their vacation at the end of the leave or defer the entitlement to a later date. In this event, the employee may carry over more than the maximum of five (5) days.

21.15 Wage Rate

The employer shall pay a reinstated employee at a rate that is equal to the greater of,

- a) the rate that the employee most recently earned with the employer, and
- b) the rate that the employee would be earning had they worked throughout the leave.

ARTICLE 22 – PARENTAL LEAVE

22.01 Entitled to Leave Without Pay

An employee who has been employed for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.

22.02 When Leave May Begin

An employee may begin parental leave no later than seventy-eight (78) weeks after the day the child is born or comes into the employee's custody, care and control for the first time.

22.03 Restriction if Pregnancy Leave Taken

An employee who has taken pregnancy leave must begin their parental leave when their pregnancy leave ends unless the child has not yet come into their custody, care and control for the first time.

22.04 Notice

Subject to [Article 22.06](#), an employee wishing to take parental leave shall give the employer written notice at least two (2) weeks before the day the leave is to begin.

22.05 Notice to Change Date

An employee who has given notice to begin parental leave may begin the leave:

- a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two (2) weeks before that earlier day; or
- b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two (2) weeks before the day set out in the original notice.

22.06 If Child Is Earlier than Expected

If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,

- a) the employee's parental leave begins on the day they stop working; and
- b) the employee must give the employer written notice that they are taking parental leave within two (2) weeks after stopping work.

22.07 End of Parental Leave

An employee's parental leave ends sixty-one (61) weeks after it began, if the employee also took pregnancy leave and sixty-three (63) weeks after it began otherwise.

22.08 Ending Leave Early

An employee may end their parental leave earlier than the day set out in [Article 21.07](#) by giving the employer written notice at least four (4) weeks before the day they wish to end the leave.

22.09 Changing the End Date

An employee who has given notice to end their parental leave may end the leave,

- a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four (4) weeks before the earlier day; or
- b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four (4) weeks before the day indicated in the original notice.

22.10 Employee Not Returning

An employee who takes parental leave shall not terminate their employment before the leave expires or when it expires without giving the employer at least four (4) weeks' written notice of the termination, unless the employer constructively dismisses the employee.

22.11 Rights During Leave

During a parental leave, it is the employee's responsibility to contact the administrator of the benefit trust for Medical/Dental and Group Life insurance to determine eligibility. The Board will provide costing for LTD and OMERS, should the employee choose to participate during their leave.

22.12 Employer Contributions

During an employee's parental leave, the employer shall make the employer's contributions to OMERS, as described in [Article 31](#), once the employee confirms in writing that they have chosen to purchase the leave.

22.13 Leave and Vacation Conflict

An employee who is on parental leave may defer taking vacation until the leave expires. The employee may elect to take their vacation at the end of the leave or defer the entitlement to a later date. In this event, the employee may carry over more than the maximum of five (5) days.

22.14 Wage Rate

The employer shall pay a reinstated employee at a rate that is equal to the greater of,

- a) the rate that the employee most recently earned with the employer; and
- b) the rate that the employee would be earning had they worked throughout the leave.

ARTICLE 23 – GENERAL PROVISIONS CONCERNING LEAVES

23.01 Absence Reporting

All employees are required to enter all absences in the absence replacement system. When possible, employees shall enter their request in the absence replacement system a minimum of five (5) working days in advance of leaves requiring approval.

23.02 Length of Employment

The period of an employee's leave under this article shall be included in calculating any of the following for the purpose of determining their rights under the collective agreement:

- a) The length of their employment, whether or not it is active employment.
- b) The length of the employee's service, whether or not that service is active.
- c) The employee's seniority.
- d) The period of an employee's leave shall not be included in determining whether they have completed a probationary period under [Article 12.05](#) of this collective agreement.

23.03 Reinstatement

Upon the conclusion of an employee's leave under this article, the employer shall reinstate the employee to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not, unless the employment of the employee is ended solely for reasons unrelated to the leave.

ARTICLE 24 – PATERNITY LEAVE

One (1) day's leave of absence shall be granted to the employee on the day of the birth of their child, and one (1) day upon the homecoming of the child, if on a working day. This also applies to the homecoming of an adopted child. In the event of birth complications affecting either the mother or child, the leave may be extended up to a further five (5) days with pay, upon prior approval by the Superintendent of Human Resources. Such approval will not be unreasonably withheld.

ARTICLE 25– STAFF DEVELOPMENT

The Board recognizes the benefits of ongoing staff development and may organize, at no cost to the employee, with employee input, growth opportunities to assist the individual to attain personal goals and also to achieve organizational goals.

The Catholic District School Board of Eastern Ontario and CUPE Local 4154 have jointly agreed to a philosophy which encourages professional development for all bargaining unit employees.

A professional development committee will be established with equal representation from Management and CUPE Local 4154. The Joint Professional Development Committee will meet annually to review professional development issues and make recommendations for upcoming professional development opportunities for bargaining unit employees.

Mutually agreed upon items will be forwarded to the Human Resources Department with a recommendation on timelines for implementation.

The parties agree that the remaining funds currently held in the CUPE Professional Development Fund will be utilized in accordance with the recommendations of the majority of members from a Joint Professional Development Fund Committee made up of two (2) Union representatives and two (2) Board representatives.

Upon request, the employer shall provide, on May 1st of every year, an annual report of accounting of monies spent.

ARTICLE 26- HOLIDAYS

26.01 Employees Working on a School Year Basis

Employees working on a school year basis will be entitled to the same holidays as employees working on a full year basis. However, outside the school year, these employees shall be on lay-off and not eligible for holiday pay.

26.02 Paid Holidays

The Board recognizes the following as paid holidays for full time employees:

- New Year's Day
- Day after New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day

- Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Boxing Day
- Day before New Year's Day

26.03 Pro-Rated

All holiday entitlements shall be pro-rated to the normal hours worked as compared to full time employment, for those employees working less than the normal weekly or daily hours.

26.04 Holiday Falling on Weekends

When any of the above-mentioned holidays fall on a Saturday and/or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be a holiday for the purpose of this Agreement.

26.05 Holidays on Day Off

When any of the holidays identified in [Article 26.02](#) fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the employer.

26.06 Holidays during Vacation

Refer to Part A [LOU #1](#)

If a paid holiday falls or is observed during an employee's vacation period, they shall not be deducted a vacation day for any of the paid holidays identified in [Article 26.02](#).

ARTICLE 27 – VACATION

Refer to [Part A LOU #1](#)

Employees shall receive an annual vacation with pay. The vacation year shall run from January 1st to December 31st of each year. Employees having completed one (1) year of service shall have their vacation entitlement awarded to them on January 1st of each year, as per [Article 27.01](#). Vacation entitlement for an employee's first year and year of termination shall be pro-rated.

27.01 Vacation – Employees Working on a Full-Year Basis

Employees working on a full-year basis shall earn annual vacation as follows:

Less than 3 years:	ten (10) working days
3 years or more:	fifteen (15) working days
8 years or more:	twenty (20) working days
15 years or more:	twenty-five (25) working days
25 years or more:	thirty (30) working days

27.02 Vacation – Employees Working on a Ten-Month Basis

Employees working on a ten-month basis shall earn vacation pay, at a rate of:

Less than 3 years:	4%
3 years or more:	6%
8 years or more:	8%
15 years or more:	10%
25 years or more:	12%

For employees working on a ten-month basis, payment made during the year for any vacation taken shall be deducted from the earned vacation pay. Remaining vacation pay will be paid on the second (2nd) pay period in the following September.

27.03 Maintenance of Existing Vacation Entitlement

No negative adjustment will be made to the existing vacation entitlements for any employee. An employee will remain at their existing vacation level, until such time as an increase is warranted, as per the Articles above.

27.04 Carry Over of Vacation Credits

An employee shall be entitled to carry over up to a maximum of five (5) working days' annual vacation. Upon written request to the Superintendent of Human Resources, an employee may be granted approval to carry over more than five (5) days' vacation leave. The request should include the reasons for the carry over, and the recommendation of the immediate supervisor.

27.05 Preference in Vacations

Should it be necessary to resolve the scheduling of vacation dates within each work site, seniority shall be the determining factor.

27.06 Serious Illness or Injury During Vacation

Where an employee's scheduled vacation is interrupted due to serious illness or injury which either commences prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Upon submission of a medical note, such days shall be deducted from their sick leave credits and not from the employee's vacation time.

27.07 Long-Term Occasional/Casual Employees – Vacation Pay

Long-term occasional/casual employees shall be paid a vacation pay allowance as per the rates set in the [Employment Standards Act](#), on a bi-weekly basis.

27.08 Vacation Pay on Termination

An employee terminating their employment at any time in the vacation year shall be entitled to payment of salary or wages in lieu of any unused vacation days.

27.09 Vacation Schedules (Summer) – Custodial and Maintenance Staff

- a) Request forms will be sent to all employees prior to April 1st of each year for July and August vacation dates.
- b) Employees must complete these forms, specifying their choice of vacation dates and return the form to their immediate supervisor, prior to May 1st.
- c) The employer will provide a response to the vacation request by June 1st of each year.
- d) The employee is responsible for entering vacation in the absence replacement system, once approved.
- e) Due to unforeseen circumstances, an employee may change their vacation period with the consent of their supervisor.
- f) Vacation schedules shall not be changed without the mutual agreement of the employee.

27.10 Vacation Schedules (Outside Summer Months) – Custodial and Maintenance Staff

An employee shall give a minimum of five (5) working days' notice when requesting or changing a vacation leave.

27.11 Vacation Period

- a) An employee shall be entitled to receive a minimum of two (2) weeks of their vacation in an unbroken period.

- b) Employees entitled to more than two (2) weeks of vacation may take such vacation in consecutive weeks providing it does not interfere with school and/or Board operations.
- c) Board Office employees and Secondary School Secretaries with more than two (2) weeks of vacation entitlement must use a minimum of two (2) weeks during July and August, as follows:
 - i) Board Office employees are required to use these two (2) weeks of vacation during July and August, at a time mutually agreed upon with their supervisor and,
 - ii) Secondary School Secretaries are required to use these two (2) weeks of vacation in July and August, excluding the first two weeks in July and the last week in August, at a time mutually agreed upon with their Principal.

ARTICLE 28 – SICK LEAVE PROVISIONS

Refer to [Part A C6.00](#)

Sickness and indemnity means the period of time an employee is permitted to be absent from work with pay, by virtue of being sick or disabled, exposed to contagious disease in the workplace or because of an accident for which compensation is not payable under the [Workers' Compensation Act](#).

In the case of exposure to a contagious disease in the workplace, or a danger to a person or their child during pregnancy, said employee may be required to work in their classification and salary rate at an alternate work site. The alternate worksite shall be the closest location from the employee's current worksite up to a maximum of 60 kms. Where such cannot be arranged, the employee will be on sick leave with pay and no sick leave credits will be deducted for this purpose.

28.01 Sick Leave Records

The Board shall administer a sick leave plan and maintain a sick leave account for each employee. On a bi-weekly basis, the current sick leave balance will be reflected on the employee's pay remittance stub.

28.02 Custodial Absence Reporting

Employees shall enter their absence in the absence replacement system a minimum of three (3) hours prior to the start of their afternoon shift if they are sick and unable to work. Day shift employees shall report their absence a minimum of one (1) hour prior to the start of their shift. It is understood that, in extenuating circumstances, an employee may not be able to report within the timelines stated above.

Nothing in this clause precludes a supervisor from requesting direct notification from the employee.

28.03 Proof of Illness

Refer to [Part A C6.00](#) & [LOU #8](#)

The Board shall pay any costs associated with the certificate of illness.

28.04 Quarantine – Government Emergency Order

Every employee is entitled to salary despite absence from duty in any case where, because of exposure to a communicable disease, the employee is quarantined or otherwise prevented by the order of the medical health authorities from performing their duties. The days shall not be deducted from sick leave credits.

ARTICLE 29 – HEALTH AND SAFETY

29.01 Occupational Health and Safety Act

The parties agree to comply with the provisions of the [Occupational Health and Safety Act](#). Information is available to all employees on the Board's website under Policies and Procedures, as well as in each Board facility.

29.02 Joint Health and Safety Committee

A joint Health and Safety Committee shall be established as follows:

- a) six (6) representatives of the Employer as selected by the Employer, of which, one (1) shall be a certified member
- b) six (6) representatives of the Union as selected by the Union, of which one (1) shall be a certified member

The Ministry of Labour administers the Occupational Health & Safety legislation which guides the Joint Health and Safety Committee requirements.

29.03 Committee Meetings

The committee shall meet quarterly, and minutes of the meetings shall be kept and approved at the following meeting.

29.04 Inspections

Inspections of the physical condition of the workplace shall be conducted at least once per month.

29.05 Entitlement to Time from Work

A member of the committee is entitled to take such time from work as is necessary to carry out their duties and the time so spent shall be deemed to be work time.

29.06 WHMIS Training

The Employer shall ensure that all employees receive WHMIS training as required under the Act.

29.07 Right to Refuse Unsafe Work

An employee has the right to refuse to work or do particular work where they have reason to believe that:

- a) any equipment, machine, device or thing the worker is to use or operate is likely to endanger them or another worker;
- b) the physical condition of the workplace or the part thereof in which they work or are to work is likely to endanger them;
- c) any equipment, machine, device, or thing they are to use or operate or the physical condition of the workplace or the part thereof in which they work or are to work is in contravention of the Act or the regulations and such contravention is likely to endanger them or another worker.

It is understood that an EA shall provide required support to an aggressive or violent student as outlined in the "Safety Plan". The EA shall receive a copy of the "Safety Plan".

Information is available to all employees at the following link:

<https://www.ontario.ca/document/guide-occupational-health-and-safety-act/part-v-right-refuse-or-stop-work-where-health-and-safety-danger>

29.08 Prevention of Violence in the Workplace

The Employer and the Union agree that they have a shared goal of a workplace free of violence. To that end, the local parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:

- All classroom-based staff and staff working directly with students will be trained in BMS (Behaviour Management Systems) or current behavioural program.
- All other education workers will receive annual training on prevention of violence in the workplace.

Additional information on Prevention of Violence in the Workplace can be found in the Occupational Health and Safety Act, Part III.0.1 Violence and Harassment at the following link: <https://www.ontario.ca/laws/statute/90o01#BK59>

29.09 Safety Equipment and Supplies

The Board shall supply education workers with safety equipment and supplies as prescribed by the [Occupational Health & Safety Act](#), and as per the Board Administrative Procedure D1:14 re: Personal Protective Equipment, found at the following link: https://www.cdsbeo.on.ca/policies/D1-14_PPE.pdf. The employees shall wear and utilize the equipment and supplies.

29.10 Safety Shoes

Effective September 1, 2009, safety shoes will be provided to custodians, maintenance staff and the delivery driver as required, but not more frequently than once every twelve months. The selection of a supplier(s) shall be as follows: The Manager of Plant and Maintenance and their supervisors will convene a meeting no later than September 30th of each calendar year that will include three (3) representatives from the Custodians and Maintenance staff, to be selected by the Union, to develop a process for the selection of a footwear supplier(s).

The purchase of CSA and *Omega* workboots, as prescribed above, will not exceed the annual allotment, as per [Article 38](#). Any reimbursement to employees will be made as per the Board Administrative Procedure related to Travel & Expense Claim Reimbursement.

ARTICLE 30 – WORKERS COMPENSATION TOP-UP

Refer to [Part A C6.00](#) & [LOU #2](#)

ARTICLE 31 – EMPLOYEE BENEFITS

Refer to [Part A C5.00](#)

31.01 OMERS

- a) Full-time employees must participate in the Board's approved pension plan (OMERS).
- b) Part-time employees who meet the criteria specified by Ontario legislation for eligibility for pension plans shall be given the option of joining the OMERS plan. Eligible employees who decline to join the OMERS plan may only join at a later day

subject to the applicable OMERS Acts and Regulations and may not join retroactively.

- c) The definition of contributory earnings under the OMERS pension plan is provided as [Appendix C](#) to Part B of this collective agreement and is provided for information purposes only and is non-grievable. The parties will continue to be bound by any and all amendments to the OMERS pension plan.

31.02 Long-Term Disability

All eligible employees may participate in the Group Long-Term Disability Plan. At the time that existing plans are amalgamated into one, only employees who have not previously participated in a LTD plan will have a choice of participation. Any Canada Pension Plan disability benefits received by an employee on behalf of a dependent shall not be integrated with the Group Long-Term Disability Plan.

31.03 Guarantee of Employee Benefit Plans (LTD)

- a) Should the carrier of any employee LTD benefit default on the payment of any insured benefit, the responsibility for payment shall then rest with the Board.
- b) If the Board is responsible for the administration and application of the policy contract established to provide the LTD benefits set out herein, and if there is any dispute arising with respect thereto, it shall be addressed in accordance with the grievance and arbitration provisions of this collective agreement.

31.04 Continuation of Benefits on Lay-Off

This article is being retained for historical purposes. The benefits associated with this article will be in accordance with the guidelines of the (ELHT) Employee Life and Health Trust.

The Board agrees to continue to pay its share of all benefits for laid off employees for a maximum period of three (3) months following lay-off, as long as such employees retain seniority rights for this three (3) month period.

ARTICLE 32 – ALLOWANCES & REIMBURSEMENTS

Refer to [Part A LOU #1 & #2](#) & [Part B Appendix A](#)

32.01 Meal Allowance

An employee required to work overtime of three (3) or more consecutive hours and through a meal hour shall be paid, upon submission of a receipt, for the actual cost of their meal, to a maximum amount per [Article 38](#).

Where an employee must leave the city limits for the performance of their duties and is gone between the hours of 12:00 noon and 1:00 pm, they shall be paid, upon submission of a receipt, for the actual cost of their meal, to a maximum amount per [Article 38](#).

32.02 Travel Allowance

Employees requested to use their automobile in the performance of their duties, other than to their assigned work place, shall be paid a kilometre allowance as established by Board policy.

Where the Employer transfers or assigns an employee to multiple work locations, the Board's policy shall apply for all travel between locations.

In consideration of the use of their own vehicles while performing their duties, Computer Technicians shall continue to be paid a monthly allowance, as per [Article 38](#), in addition to mileage allowance as specified in [Article 32.02](#), until such time as the Board is able to provide Board-owned vehicles for their use.

Itinerant custodians and itinerant secretaries shall be assigned a specific school or board office as their designated location, as per the job posting. When they are assigned to work at a location other than their designated location, their travel allowance shall be calculated at a rate defined by the Board Administrative Procedure relating to Travel & Expense Claim Reimbursement.

Educational Workers will not be required to use their personal vehicles to transport students. Should the Board request that they transport a student with their vehicle, the employee has every right to refuse this request. Should the employee agree to transport a student using their personal vehicle, they would be required to follow Board protocol regarding transportation of students and complete a volunteer driver form.

32.03 Retirement Gratuity/Severance Allowance

Refer to Part A [LOU #2](#) & Part B [Appendix A](#)

Retirement Gratuities were frozen as of August 31, 2012. Employees are not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day. The following language applies only to those employees eligible for the gratuity above.

The retirement gratuity/severance allowance in existence for the custodial/ maintenance employees of the predecessor Lanark, Leeds and Grenville County Roman Catholic Separate School Board (former local 3668(1)) and employees of Prescott-Russell County Roman Catholic English-Language Separate School Board (former local 2121) shall remain in effect

pursuant to the predecessor agreements with those Boards, as appended to this agreement in [Appendix "A"](#). Any employee hired after the date of ratification of this agreement is not eligible for the retirement gratuity.

32.04 Portable Allowance

A custodian shall receive an hourly allowance for their assigned shift, as per [Article 38](#), for the maintenance of any portable classroom(s), provided such classroom(s) is/are used for teaching purposes and is/are not linked to the school by a corridor.

32.05 Training and Education Allowance

- a) The Board shall assist employees who are directed or asked to attend training program at approved institutions outside their working hours where such training relates to jobs within the unit. Such assistance shall include reimbursement for tuition fees incurred by the employees.
- b) Where the training program is conducted by the Board, time spent in such program shall be considered for the purposes of salary and benefits, to be time worked during normal working hours.
- c) Employees wishing to attend courses to upgrade themselves shall make application to the Board, through the Superintendent of Human Resources or their designate, and the Board will consider all applications.
- d) The Board will endeavour to do its utmost to provide an apprenticeship program to employees who wish to upgrade themselves for future promotions.
- e) When a vacancy occurs or when a new position is created in the Maintenance Department, except for the positions of electrician and boiler-person, the employer will provide the training required to become a licensed tradesperson, on the job, to employees who already possess the required academic qualifications and who wish to become licensed tradespeople.

ARTICLE 33 – SHIFT DIFFERENTIALS

Refer to Part A [LOU #1](#)

33.01 Split Shift

The Board will provide an hourly shift differential as per [Article 38](#) for every permanent custodian working a split shift.

33.02 Evening Shift

The Board will provide an hourly shift differential as per [Article 38](#) for every permanent custodian working an evening shift. The evening shift differential will be paid if seventy-

five (75%) of the custodian's shift is worked after 3:00 p.m.

ARTICLE 34 – PAYMENT OF WAGES AND ALLOWANCES

34.01 Pay Days

The Board shall pay salaries and wages bi-weekly for the current week. On each pay day, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

The Board may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order, the employee or by this agreement.

34.02 Pay on Temporary Transfer to Higher Rated Position

When an employee temporarily relieves in or performs the principal duties of a higher paying position, they shall receive the rate of pay for the job.

34.03 Newly Hired Permanent Employees

A newly hired permanent employee shall commence at the start rate of the salary scale, [Article 38](#), and progress to the next step of the wage grid on the anniversary date of their date of hire.

34.04 EIC Rebate

Should the Board continue to receive an EIC rebate, the Board shall distribute any EIC rebate to employees within two (2) weeks of receipt of same.

ARTICLE 35 – GENERAL CONDITIONS

35.01 Bulletin Boards

The Board shall provide bulletin boards which shall be placed so that all employees will have access to them and on which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

35.02 Technological and Other Changes

In this article, "technological change" means any change in:

- a) the introduction of equipment, material, or processes different in nature, type, or quantity from that previously utilized
- b) work methods, organization, operations or processes affecting one or more employees.

The Board will notify the Union at least three (3) months prior to the introduction of any changes which may affect a reduction in the work force of the bargaining unit.

When technological change directly impacts the duties of a position, the employer will provide training.

35.03 Closing of Schools on School Days

- a) When the school(s) is/are closed due to weather conditions, equipment failure or the interruption of essential services, employees shall not be required to go to the school, except for custodial and maintenance staff who may be called to report to work to assist in these circumstances.
- b) If employees are at the school when the school(s) is/are closed, they are not required to remain once all of the pupils are safely en route home. Assurance of this shall be the responsibility of the school principal.
- c) In the event that bus transportation is cancelled due to inclement weather, but schools remain open, employees will make a reasonable effort to report to the school.

35.04 Medical Care

The administration of medication is the responsibility of the Principal and their designate. Secretaries may administer medication or apply medical care (as per Board policy and the Administration Procedures Guideline) where there is agreement that appropriate storage, monitoring, and records are maintained.

35.05 Medical Care (Educational Assistants)

An Educational Assistant possessing the necessary qualifications and/or training, and with the written authorization from the parent or guardian of the child, may be required to administer medication and/or perform medical procedures to the student(s) under their responsibility. Any written authorization from the parent or guardian of the child, will be provided to the school principal.

The employer shall indemnify and save harmless the Educational Assistant, from any and all claims which may be made against the Educational Assistant, for medical care provided in accordance with this Article and within the scope of the Educational Assistant's employment with the Board.

If medical care is required, the Special Education department will coordinate appropriate

training.

35.06 Supervision

The parties agree that in no case shall general student supervision be assigned to a classification or position in this bargaining unit, where supervision is not a core duty of that classification. This does not diminish any employee's obligation to assist in emergency situations.

Safety is of the utmost importance. The Principal will assign supervision with consideration to student needs and class size.

Administration and/or a designate, and where possible – both, will be available to support, either on the yard or by walkie talkie, to ensure student and staff safety.

Educational Assistants assigned to a student(s) with highly complex special or medical needs, will not also be scheduled for general supervision duties while supporting this student(s).

Except in emergency situations, Educational Assistants assigned to student(s) with highly complex special or medical needs shall not be required to supervise student(s) in a classroom during instructional time, in the absence of a teacher.

ARTICLE 36 – VOLUNTEERS

It is agreed that persons such as volunteers, students, co-op students, parents and others who provide assistance to the Board on a paid or unpaid basis shall be used only to enrich programs or provide other services and shall not be used if such use adversely affects the terms and conditions of employment of an employee or is used in lieu of employing a permanent employee.

ARTICLE 37 – TERMS OF AGREEMENT

Refer to [Part A C3.00](#)

37.01 Effective Date

Subject to the terms of the Memorandum of Settlement between the parties, this Agreement shall become effective on the date of ratification and remain in effect until August 31, 2026.

37.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

37.03 No Strike or Lockout

There shall be no strike or lock out as defined under the [Ontario Labour Relations Act](#) during the term of this collective agreement.

37.04 Notice to Bargain

Notice to bargain shall be provided in accordance with applicable legislation. Unless otherwise agreed, the parties shall determine a bargaining protocol on the first day of negotiations. The parties shall negotiate in good faith and make every reasonable effort to make a collective agreement.

37.05 Crossing of Picket Lines During Strike

In the event that any other employees of the Board engage in a legal strike or where employees in an industrial dispute engage in a strike and maintain picket lines, the employees covered by this agreement shall have the right to refuse to cross such picket lines, if to do so could reasonably be expected to result in bodily harm while crossing the picket line. Failure to cross such a picket line, for the above reason, by a member of the Union, shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

37.06 Agreement to Continue in Force

This agreement shall remain in force beyond its termination date as set out in [37.01](#), until such time as a revised Agreement is signed. Revisions to the Agreement will be effective upon signing, unless otherwise specified.

37.07 Copies of Agreement

Refer to [Part A – C1.00](#)

Within thirty (30) working days of the signing of the Agreement, the Board will email a copy of the Agreement to the President CUPE 4154 to share with all bargaining unit members and will post on the board intranet. As well, the Board will print a limited number, not to exceed 200, in booklet form, for distribution to the Union, schools and Board administration.

ARTICLE 38 – SALARY SCALE

Hourly Grid – September 1, 2022 – August 31, 2023

POSITION	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	LOP
Accounts Payable	25.18	26.18	27.23			
Board Office Custodian	22.55	23.46	24.40			
Board Office Secretary	25.18	26.18	27.23			
Communications Disorder Assistant	23.94	24.90	25.95			
Computer Technician	27.24	28.36	29.47			
Custodian in Charge	23.92	24.87	25.89			
Delivery Driver	24.10	25.08	26.05			
Early Childhood Educator	25.48	26.47	27.54	27.90	29.58	21.18
Educational Assistant	23.94	24.90	25.95			
Elementary School Custodian	22.55	23.46	24.40			
Elementary School Secretary	25.50	26.48	27.54			
Facilities Technician	27.24	28.36	29.47			
Finance Clerk	27.41	28.47	29.62			
ICT Communications Administrator	25.72	26.82	27.91			
ICT Support Clerk	24.33	25.18	26.05			
Itinerant ABLE Worker	32.80	34.12	35.54			
Library Technician	24.26	25.24	26.27			
Maintenance – Non-Licensed	25.48	26.47	27.54			
Maintenance – Licensed (Electrician/Plumber/Carpenter)	32.51	33.78	35.16			
Maintenance Clerk	25.18	26.18	27.23			
Payroll Secretary	25.18	26.18	27.23			
Purchasing Buyer	27.41	28.47	29.62			
Receptionist	24.33	25.18	26.05			
Secondary School Custodian	22.55	23.46	24.40			
Secondary School Secretary	25.50	26.48	27.54			
**Student Supervisor	18.83	18.83	18.83			
Student Support Worker	31.14	32.39	33.71			
Systems Analyst	36.45	37.86	39.35			

** Student Supervisors shall be advised, upon hire, that only [Articles 27.07](#) and [4.01](#) shall apply. No other article or provisions of the collective agreement apply to Student Supervisors.

2022-2026 Reimbursements

[29.09](#) – Safety Shoes for Custodians & Delivery Driver reimbursed to a maximum of \$200 per annum.

[29.09](#) – Safety Shoes for Maintenance Staff reimbursed to a maximum of \$225 per annum.

[32.01 a\)](#) – Overtime Meal Reimbursements as per Travel Expense claim policy.

[32.01 b\)](#) – Meal Reimbursements for employees leaving city limits is \$10.30 per meal.

2022-2026 Allotments, Allowances & Shift Differentials

[32.02](#) – Travel Allowance for Computer Technicians is \$154.44 per month

[32.04](#) – Custodian – Portable Allowance is 42¢ per hour

[33.01](#) – Custodian – Split Shift Differential is 43¢ per hour

[33.02](#) – Custodian – Evening Shift Differential is 49¢ per hour

Hourly Grid – September 1, 2023 – August 31, 2024

POSITION	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	LOP
Accounts Payable	26.18	27.18	28.23			
Board Office Custodian	23.55	24.46	25.40			
Board Office Secretary	26.18	27.18	28.23			
Communications Disorder Assistant	24.94	25.90	26.95			
Computer Technician	28.24	29.36	30.47			
Custodian in Charge	24.92	25.87	26.89			
Delivery Driver	25.10	26.08	27.05			
Early Childhood Educator	26.48	27.47	28.54	28.90	30.58	22.18
Educational Assistant	24.94	25.90	26.95			
Elementary School Custodian	23.55	24.46	25.40			
Elementary School Secretary	26.50	27.48	28.54			
Facilities Technician	28.24	29.36	30.47			
Finance Clerk	28.41	29.47	30.62			
ICT Communications Administrator	26.72	27.82	28.91			
ICT Support Clerk	25.33	26.18	27.05			
Itinerant ABLE Worker	33.80	35.12	36.54			
Library Technician	25.26	26.24	27.27			
Maintenance – Non-Licensed	26.48	27.47	28.54			
Maintenance – Licensed (Electrician/Plumber/Carpenter)	33.51	34.78	36.16			
Maintenance Clerk	26.18	27.18	28.23			
Payroll Secretary	26.18	27.18	28.23			
Purchasing Buyer	28.41	29.47	30.62			
Receptionist	25.33	26.18	27.05			
Secondary School Custodian	23.55	24.46	25.40			
Secondary School Secretary	26.50	27.48	28.54			
**Student Supervisor	19.83	19.83	19.83			
Student Support Worker	32.14	33.39	34.71			
Systems Analyst	37.45	38.86	40.35			

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2022-2026 Reimbursements

[29.09](#) – Safety Shoes for Custodians & Delivery Driver reimbursed to a maximum of \$200 per annum.

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[32.01 b\)](#) – Meal Reimbursements for employees leaving city limits is \$10.30 per meal.

2022-2026 Allotments, Allowances & Shift Differentials

[32.02](#) – Travel Allowance for Computer Technicians is \$154.44 per month

[32.04](#) – Custodian – Portable Allowance is 42¢ per hour

[33.01](#) – Custodian – Split Shift Differential is 43¢ per hour

[33.02](#) – Custodian – Evening Shift Differential is 49¢ per hour

Hourly Grid – September 1, 2024 – August 31, 2025

POSITION	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	LOP
Accounts Payable	27.18	28.18	29.23			
Board Office Custodian	24.55	25.46	26.40			
Board Office Secretary	27.18	28.18	29.23			
Communications Disorder Assistant	25.94	26.90	27.95			
Computer Technician	29.24	30.36	31.47			
Custodian in Charge	25.92	26.87	27.89			
Delivery Driver	26.10	27.08	28.05			
Early Childhood Educator	27.48	28.47	29.54	29.90	31.58	23.18
Educational Assistant	25.94	26.90	27.95			
Elementary School Custodian	24.55	25.46	26.40			
Elementary School Secretary	27.50	28.48	29.54			
Facilities Technician	29.24	30.36	31.47			
Finance Clerk	29.41	30.47	31.62			
ICT Communications Administrator	27.72	28.82	29.91			
ICT Support Clerk	26.33	27.18	28.05			
Itinerant ABL Worker	34.80	36.12	37.54			
Library Technician	26.26	27.24	28.27			
Maintenance – Non-Licensed	27.48	28.47	29.54			
Maintenance – Licensed (Electrician/Plumber/Carpenter)	34.51	35.78	37.16			
Maintenance Clerk	27.18	28.18	29.23			
Payroll Secretary	27.18	28.18	29.23			
Purchasing Buyer	29.41	30.47	31.62			
Receptionist	26.33	27.18	28.05			
Secondary School Custodian	24.55	25.46	26.40			
Secondary School Secretary	27.50	28.48	29.54			
**Student Supervisor	20.83	20.83	20.83			
Student Support Worker	33.14	34.39	35.71			
Systems Analyst	38.45	39.86	41.35			

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[33.01](#) – Custodian – Split Shift Differential is 43¢ per hour

[33.02](#) – Custodian – Evening Shift Differential is 49¢ per hour

Hourly Grid – September 1, 2025 – August 31, 2026

POSITION	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	LOP
Accounts Payable	28.18	29.18	30.23			
Board Office Custodian	25.55	26.46	27.40			
Board Office Secretary	28.18	29.18	30.23			
Communications Disorder Assistant	26.94	27.90	28.95			
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Delivery Driver	27.10	28.08	29.05			
Early Childhood Educator	28.48	29.47	30.54	30.90	32.58	24.18
Educational Assistant	26.94	27.90	28.95			
Elementary School Custodian	25.55	26.46	27.40			
Elementary School Secretary	28.50	29.48	30.54			
Facilities Technician	30.24	31.36	32.47			
Finance Clerk	30.41	31.47	32.62			
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ICT Support Clerk	27.33	28.18	29.05			
Itinerant ABLE Worker	35.80	37.12	38.54			
Library Technician	27.26	28.24	29.27			
Maintenance – Non-Licensed	28.48	29.47	30.54			
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Maintenance Clerk	28.18	29.18	30.23			
Payroll Secretary	28.18	29.18	30.23			
Purchasing Buyer	30.41	31.47	32.62			
Receptionist	27.33	28.18	29.05			
Secondary School Custodian	25.55	26.46	27.40			
Secondary School Secretary	28.50	29.48	30.54			
**Student Supervisor	21.83	21.83	21.83			
Student Support Worker	34.14	35.39	36.71			
Systems Analyst	39.45	40.86	42.35			

** Student Supervisors shall be advised, upon hire, that only [Articles 27.07](#) and [4.01](#) shall apply. No other article or provisions of the collective agreement apply to Student Supervisors.

2022-2026 Reimbursements

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[33.01](#) – Custodian – Split Shift Differential is 43¢ per hour

[33.02](#) – Custodian – Evening Shift Differential is 49¢ per hour

38.01 EARLY CHILDHOOD EDUCATORS

The parties hereby recognize that the full-day Kindergarten program is mandated and controlled by the Ministry of Education.

The parties hereby recognize that the Board will exercise its preferential hiring rights as they relate to the hiring of ECEs.

Qualified means a member in good standing of the College of Early Childhood Educators.

Qualified employees hired into the Early Childhood Educator classification will receive experience ratings based on their acquired experience with a school board or with a previous employer in a licensed day care centre in accordance with the following formula:

1 year (calendar or school year) of employment = 1 year experience on grid

Such experience will be credited to a maximum of three (3) years' experience credit on the date of hire. Thereafter employees shall progress through the grid based on the foregoing formula.

The working day will be seven (7) hours per day, exclusive of a meal period, Monday through Friday, for a total of thirty-five (35) hours per week.

The Early Childhood Educator job description has been created in accordance with the duties required by the Ministry for this function.

LETTER OF UNDERSTANDING (1)

Internal Equity – Implementation of a Job Evaluation Plan

In order to reconcile the Pay Equity Banding and internal equity (the relative worth of classifications to each other within the bargaining unit and the collective agreement), the parties agree to implement internal equity.

To this effect, in an effort to implement internal equity within the bargaining unit the parties undertake to form a joint committee to review this matter.

Composition of the committee:

The Job Evaluation Committee shall be comprised of three (3) representatives of the Employer and three (3) representatives selected by the Union. Either party may have the assistance of a resource person.

Timelines:

The committee shall be formed within sixty (60) calendar days of ratification of this collective agreement and shall begin meeting no later than October 1st, 2006.

Information:

The committee shall be provided with all required information to meet their mandate.

Mandate of the committee:

To review the hourly rate within each band and make a single or multiple recommendation(s) in regard to harmonization of the salary schedule.

The guiding principles of the committee are:

- a) to maintain the same banding as that ordered by the Pay Equity Commission or as amended by the Pay Equity Tribunal, if applicable
- b) to ensure a relativity of hourly rate starting at lowest paid and up (band 1 to band 7)
- c) to identify the possible red circled classifications and affected employees
- d) to make recommendation(s) for implementation
- e) this committee has no authority to implement internal equity.

All recommendations for implementing Internal Equity must be presented to the Joint Bargaining Team at the next round of negotiations. The Joint Bargaining team has full responsibility for the final negotiations of Internal Equity and required amendments to the Collective Agreement.

In the event that costs related to a full implementation is minimal and where the parties agree, the Joint Bargaining Committee shall meet and negotiate a Memorandum of Agreement to amend the collective agreement. Such Memorandum of Agreement shall be subject to ratification by both parties.

LETTER OF UNDERSTANDING (2)

Although this Letter of Understanding is no longer in effect, it has been retained in the Collective Agreement for historical purposes.

Professional Development and Training

The parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a one-time allocation in the GSN in 2008-09 to enhance professional development and training opportunities for education support workers.

The parties agree that the above funding shall be fully utilized to provide additional professional development and training in 2008/2009 and/or 2009-2010 for CUPE members.

The allocation of the CUPE Local 4154 proportional share of the Ministry of Education's funding enhancements for Professional Development and Training for Education Support Workers in the GSN shall be the ratio between the CUPE Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-2007 Financial Statements. The proportional share of CUPE Local 4154 will be calculated on the amount appearing in the revised estimates 2008-2009 dedicated to this funding.

The Board agrees to share the financial analysis and calculations of this allocation with CUPE Local 4154.

LETTER OF UNDERSTANDING (3)

Contracting In/Out

During the term of the collective agreement, the parties agree to review the feasibility of contracting in work which is currently contracted out and which would otherwise be bargaining unit work.

The Board agrees to share all relevant information with the Union for the purpose of completing the review.

LETTER OF UNDERSTANDING (4)

Student Supervisors

Should the Board continue to receive an allocation in the GSN Pupil Foundation Grant to enhance funding for student supervision in elementary schools, the Board must apply this enhancement in each school year to hire Student Supervisors, up to the value of the Board's share of the new allocation. Alternatively, the Board may increase the hours of work of Educational Assistants or assign extra time to Custodians for the purpose of preparing and cleaning a common eating area.

The Board shall share the financial analysis and calculations of this allocation with CUPE Local 4154.

LETTER OF UNDERSTANDING (5)

Uniforms

A joint committee comprised of three (3) CUPE representatives and three (3) Board personnel will meet at the request of either party to mutually review quality and style of uniform shirt.

It is understood that employees (custodians, delivery driver, ICT technicians, and maintenance) provided with uniforms must wear them to work, daily, and are not issued uniforms for any other purpose or use. It is also understood that employees are responsible for maintaining a clean uniform. The cost for these uniforms will be paid by the employer.

LETTER OF UNDERSTANDING (6)

Language from 2019-2022 Central (PART A) re: Status Quo Items

LETTER OF UNDERSTANDING #2

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

RE: STATUS QUO CENTRAL ITEMS AND ITEMS REQUIRING AMENDMENT AND INCORPORATION

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo or are altered as outlined below. The following language must, however, be aligned with current local provisions. The following issues are not subject to local bargaining or amendment by the local parties. Any disputes arising from these provisions may form the subject of a central dispute.

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB – EI WAITING PERIOD

The parties agree that the issue of the statutory amendment to the Employment Insurance Act resulting in a reduction of the employment insurance waiting period has been addressed at the central table and the intent of any existing local collective agreement provisions shall remain status quo. Therefore, where a school board's local collective agreement language references a two-week waiting period and required payment for the two-week waiting period, the board shall ensure that the funds payable from the board to a permanent employee taking an approved leave of 12 months or greater, shall reflect the full sum that would have been payable prior to the reduction of the waiting period.

Provisions with regard to waiting periods and/or payments during such waiting periods shall not be subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein and to accord with the relevant statutory change that reduced the waiting period to one week.

STATUTORY/PUBLIC HOLIDAYS

School boards shall ensure that within their local collective agreement terms, Family Day is included as a statutory/public holiday.

WSIB TOP-UP

If a class of employee was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties who have not yet do so must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) month shall be included in the 2019-2022 collective agreement.

For parties who have yet to incorporate or aligned local language into the 2014-2017 collective agreement, the following shall apply:

Common Central Provisions

Maternity Benefits/SEB Plan

- a) *A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive *100% salary through a Supplemental Employment Benefit (SEB) plan for a total of *eight (8) weeks (*or insert local superior provision reflecting status quo) immediately following the birth of her child with no deduction from sick leave or the*

Short Term Leave Disability Program (STLDP).

- b) *Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.*
- c) *Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.*
- d) *Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.*
- e) *Employees completing a long-term supply assignment of 6 months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.*
- f) *Employees not defined above have no entitlement to the benefits outlined in this article.*

SHORT-TERM PAID LEAVES

The parties agree that the issue of short-term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

Short-term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

Provisions with regard to short-term paid leaves shall not subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein.

RETIREMENT GRATUITIES

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix B - Retirement Gratuities.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

"Retirement Gratuities were frozen as of August 31, 2012. Employees are not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day. The following language applies only to those employees eligible for the gratuity above."

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

Boards which have Long-Term Disability waiting periods greater than 131 days shall ensure there is language that accords with the following entitlement:

An Employee who has applied for long-term disability is eligible for additional short-term disability leave days up to the maximum difference between the long-term disability waiting period and 131 days. The additional days shall be payable at 90% and shall be used only to bridge the employee to the long-term disability waiting period if, under a collective agreement in effect on August 31, 2012, the employee was required to wait more than 131 days before being eligible for benefits under a long-term disability plan and the collective agreement did not allow the employee the option of reducing that waiting period.

LETTER OF INTENT (1)

Return to Work

A Return-to-Work (RTW) meeting / email is to help ill or injured employees return to productive employment in a safe and timely manner. An employee's return to work is based on supporting medical documentation. The Board will share specifics of any necessary accommodations with the returning employee and their Principal/Supervisor, either through a communication (i.e. email or conversation) or through a more formal meeting, where required.

- The CUPE President will be informed by email of the employee's date of return.
- Where an employee is returning to work and no RTW meeting is required (i.e. simple accommodation only, such as provision of ergonomic chair or minor changes to work environment), the Principal/Supervisor and the CUPE President would be informed of any accommodations via email. Human Resources will advise the returning employee of their right to consult CUPE at any time, should they have concerns.
- Where a RTW meeting is required, Human Resources will invite the CUPE President to attend.
- In cases of a return from Long-Term Disability or a WSIB claim, the appropriate vendor/carrier will be in attendance at the RTW meeting. Human Resources will invite the CUPE President to attend.

APPENDIX “A”

Refer to [Part A LOU #2](#) & [Part B 32.03](#)

RETIREMENT GRATUITY/ SEVERANCE ALLOWANCE

Retirement Gratuities were frozen as of August 31, 2012. Employees are not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day. The following language applies only to those employees eligible for the gratuity above.

For custodial/maintenance employees of the former Lanark, Leeds and Grenville County Roman Catholic Separate School Board (CUPE Local 3668-1):

“Any employee who has completed more than ten (10) years’ continuous service and who retires due to age or who is required to sever their employment due to ill health as certified by a qualified medical practitioner, is eligible for severance pay equal to 50% of the unused accumulated sick leave credits as of the date of their termination and at their prevailing rate of pay at that time. In the event of the death of an employee with over ten (10) years of service, the above shall apply.”

For employees of the former Prescott-Russell County Roman Catholic English Language Separate School Board (CUPE Local 2121):

Severance Allowance (for Board employees on August 31, 1987)

“On severance after one (1) year of service, an employee having sick leave to their credit shall receive a salary grant in lieu thereof, equal to a maximum of one-half (1/2) year of regular pay. In the event of death, all accrued sick leave to a maximum of one-half (1/2) year of regular pay shall be paid as a cash settlement to their estate or beneficiary. Regular pay means the rate of pay in effect before severance occurs.

On retirement, an employee having sick leave to their credit shall receive a salary grant equal to their accrued sick leave to a maximum of one-half (1/2) year of regular pay at the rate of pay effective immediately prior to retirement.”

Severance Allowance (for employees hired after August 31, 1987)

“On retirement, an employee having sick leave to their credit shall receive a salary grant equal to the following chart:

5-9 years	10% accumulated sick days
10-14 years	20% accumulated sick days
15-19 years	30% accumulated sick days

20-24 years	40% accumulated sick days
25+ years	50% accumulated sick days

to a maximum of one-half (1/2) year of regular pay at the rate of pay effective immediately prior to retirement.

In case of death, the retirement allowance shall be paid to their estate or the beneficiary.

APPENDIX “B-1”

ANNUAL STAFFING PROTOCOL FOR STUDENT SUPPORT WORKERS (SSWs)

Preamble:

Student Support Worker positions will be assigned in a manner that ensures the continued provision of quality service to meet the needs of the students.

1. The staffing process is subject to Ministry of Education/Special Education Funding.
2. The Superintendent of Special Education, in conjunction with Principals, will establish staffing requirements to meet the specific needs of the school and students for the school year (or during the year as required).
3. An SSW requesting a leave for the following school year is required to send an email request to the Human Resources Department by May 1st.
4. On or before May 31st, the Human Resources Department, in conjunction with the Superintendent of Special Education, will identify positions that are status quo, new and/or redundant and provide a copy to the Union.
5. The staffing requirements and the resulting identified positions shall be posted on the website and shared with the Union no later than June 7th.
6. Based on funding and the SSWs’ leave requests, the Joint Committee will meet no later than June 15th to review and confirm the proposed staffing for September. Assignments will be allocated as follows; using the master list of the Employer’s established staffing requirements (as identified above in 1 and 2):
 - a) an SSW will remain in their current position unless they have requested a leave;
 - b) newly created positions will be posted, and awarded by seniority from the qualified SSWs who have indicated their interest in the position;
 - c) any remaining vacancies must be posted as per the collective agreement.

Within seven (7) calendar days of the meeting, members who have not been notified if their position(s) is surplus for the next school year will remain in their current position(s).

7. The Joint Committee referred to above is comprised of the Special Education Superintendent and/or Principal of Special Education, the Human Resources Superintendent and/or the Coordinator of Employee Services and two (2) representatives of the Union as selected by the Union.

8. During the school year, if a vacancy becomes available, the job will be posted and filled as per the collective agreement. If a layoff is declared during the school year, the collective agreement shall apply.
9. An employee returning from a leave of absence will be assigned in their home school to their FTE entitlement.
10. This Appendix forms part of the collective agreement and is grievable.

APPENDIX “B-2”

ANNUAL STAFFING PROTOCOL FOR EDUCATIONAL ASSISTANTS (EAs)

Preamble:

Educational Assistant positions will be assigned based on the needs of the students and school and in a manner that ensures the continued provision of quality service to meet the needs of the students.

1. The staffing process is subject to Ministry of Education/Special Education Funding and the needs of the students and the school.
2. The Superintendent of Special Education, in conjunction with Principals, will establish staffing requirements for the school year (or during the year as required).
3. The Board will communicate to employees and the Union information about the staffing process, including timelines, status of position (i.e. surplus or status quo), available positions (regular and specialized) and outcomes.
4. Specialized positions will be considered part of the schools’ staffing complement for the purpose of layoff and recall.
5. EAs who hold a specialized position and have a seniority date greater than the EA who is the most senior declared surplus, will retain their position without having to reapply and are not required to attend the Annual Staffing Protocol day.
6. EAs who hold a specialized position who have not been declared surplus must confirm their decision to either retain or vacate their specialized position within three days of all EA postings being made available. EAs who hold a specialized position who have not been declared surplus will not be eligible to attend the Annual Staffing Protocol day without first vacating their specialized position.
7. EAs not declared surplus or redundant will remain in their current assignment. All others will be required to attend the Annual Staffing Protocol day. Any EA who has not been declared surplus or redundant may attend the Annual Staffing Protocol day with the understanding that they are required to vacate their current position. Any EA wishing to do this is required to email Human Resources and the Union to inform them of their intent to attend the Annual Staffing Protocol day within three (3) days of the postings being made available.
8. LTO positions will be posted as they become known on the Annual Staffing Protocol day.

ANNUAL STAFFING PROTOCOL FOR EAs *continued*

9. On or before May 31st, the Human Resources Department, in conjunction with the Special Education Department, will meet with the Union and provide a copy of identified retirements, status quo, new, redundant, and any specialized positions.

Following May 31st, the parties shall meet to review any concerns and correct any discrepancies.

10. On or about June 15th, an Annual Staffing Protocol Day will occur for all Eligible employees

Eligible employees are defined as:

- Employees requesting to attend the Annual Staffing Protocol day,
- Employees declared surplus or redundant in the EA classification or other classification, as agreed to by the committee,
- All employees below the most senior declared surplus, including EAs who hold a specialized position.

It is understood that changes due to new information or reconsideration of staff allocation or funding that occur between May 31st and the Annual Staffing Protocol Day may necessitate changes in the list.

11. Vacancies available at the placement meeting will be awarded by seniority. Staffing decisions for the upcoming school year that are determined at the Annual Staffing Protocol day are not subject to [Article 13.02](#) on that day.
12. Specialized positions shall be posted and awarded prior to the Annual Staffing Protocol day. Only permanent employees are eligible to apply for specialized positions prior to the Annual Staffing Protocol day. A draft list of available positions will be posted at the same time as the posting of the specialized positions. Candidates successful in securing a specialized position may not attend the Annual Staffing Protocol day.
13. The Joint Committee, which shall plan and oversee the Annual Staffing Protocol day, *as well as develop and review the annual transfer/application for leave form*, shall consist of no more than four (4) representatives of the Employer and four (4) representatives of the Union.
14. Vacancies occurring after the Annual Staffing Protocol day, shall be posted as per [Article 12.01](#).
15. During the school year if a vacancy becomes available, the job will be posted and filled as per the collective agreement. If a layoff is declared during the school year, the collective agreement shall apply.
16. This Appendix forms part of the collective agreement and is grievable.

APPENDIX “B-3”

ANNUAL STAFFING PROTOCOL FOR DESIGNATED EARLY CHILDHOOD EDUCATORS (DECEs)

Preamble:

Designated Early Childhood Educators (DECEs) shall work to ensure safe and caring environments where CDSBEO children can learn and thrive.

1. The staffing process is subject to Ministry of Education funding and regulations.
2. An Annual Staffing Realignment Day for DECEs will:
 - a) occur within the first two (2) weeks of each school year,
 - b) begin at 4:30 pm,
 - c) be held in a private online forum, with live updates for all participants,
 - d) consist of four (4) Rounds.
3. A DECE requesting a leave for the following school year is required to send an email request to the Human Resources Department by May 1st.
4. The Board will review staffing complements, based on updated projected kindergarten enrolment, no earlier than June 16th and share this information with the Union. The Board will send surplus letters by June 23rd to those members who are projected to be surplus and will post all new positions.
5. All affected DECEs must participate in the Annual Staffing Realignment Day.
6. The Board and the Union will meet the last week of August to review enrolment for the virtual Annual Staffing Realignment Day. The Board, in consultation with the Union, will determine any potential reassignments for the first two weeks of school. Only members who are projected surplus may be temporarily reassigned to a school within a 40 km radius (school to school), where enrolment numbers identified a possible vacant position. Five (5) days prior to the first PD Day, the Board will advise the Union and the affected DECEs, by email, of their first two-week placement.
7. The Board will review enrolment numbers to determine actual staffing allocations and requirements and will share this information with the Union two days prior to the virtual Annual Staffing Realignment Day on the second Thursday of the school year.

Two days prior to the virtual Annual Staffing Realignment Day, the Board will send out surplus letters to members who have been deemed surplus based on actual enrolment. A memo will be sent to all DECEs with the following information:

- date of the virtual Annual Staffing Realignment Day and start time,

ANNUAL STAFFING PROTOCOL FOR DECEs *continued*

- the virtual Annual Staffing Realignment Day will begin with the seniority date of the most senior member declared surplus, and all members less senior must attend,
 - members above the date will be invited to attend the virtual Annual Staffing Realignment Day; however, it is not mandatory,
 - DECEs who must participate and DECEs who wish to participate, must complete a survey sent via email by Human Resources,
 - DECEs who voluntarily participate in the virtual Annual Staffing Realignment Day will not vacate their position without securing another position during the first three Rounds,
 - a private online forum with live updates of selected positions will be posted.
8. All available LTO positions will be posted five (5) days prior to the virtual Annual Staffing Realignment Day.
9. The four Rounds of the Annual Staffing Realignment Day are defined as:

Round 1: All new permanent positions will be posted via survey in Teams. DECEs will be given 15 minutes to review the survey and prioritize their preferences. The survey will be reviewed by Human Resources and the Union. Members will be called in order of seniority to confirm their selection until all selected positions are filled.

Round 2: Human Resources updates the survey to include all vacated positions from Round 1 and LTO positions. DECEs will be given 15 minutes to review the survey and prioritize their preferences. The survey will be reviewed by Human Resources and the Union. Members will be called in order of seniority to confirm their selection until all selected positions are filled.

Round 3: Human Resources updates the survey including all vacated positions from Round 2 and LTO positions. DECEs will be given 15 minutes to review the survey and prioritize their preferences. The survey will be reviewed by Human Resources and the Union. Members will be called in order of seniority to confirm their selection until all selected positions are filled.

DECEs who have secured a position during Round 1, 2 or 3, regardless of whether they had been declared surplus, are not eligible to participate in Round 4.

Round 4: The most senior DECE declared surplus who has not secured a position in Round 1, 2 or 3 will be called to review any open LTO positions or begin the bumping process in accordance with [Article 13.02](#), to select a position, where possible.

ANNUAL STAFFING PROTOCOL FOR DECEs *continued*

After Round 4: For positions available after Round 4, the regular staffing process will be followed.

DECE movement will occur by the Monday following the Annual Staffing Realignment Day.

DECEs who have not been successful in securing a permanent DECE position have recall rights, as per [Article 13.03](#).

APPENDIX “B-4”

ANNUAL STAFFING PROTOCOL FOR ITINERANT ABLE WORKERS (IAWs)

Preamble:

Itinerant ABLE Worker positions will be assigned in a manner that ensures the continued provision of quality service to meet the needs of the students.

1. The staffing process is subject to Ministry of Education/Special Education funding and the needs of the students and the school.
2. The Superintendent of Special Education, in conjunction with Principals, will establish staffing requirements for the school year (or during the year, as required).
3. An IAW requesting a leave for the following school year is required to send an email request to the Human Resources Department by May 1st.
4. On or before May 31st, the Human Resources Department, in conjunction with the Superintendent of Special Education, will identify positions that are status quo, new and/or redundant and provide a copy to the Union. The staffing requirements and the resulting identified positions shall be posted and shared with the Union no later than June 7th.
5. Based on funding and the IAW leave requests, the Human Resources Department, in conjunction with the Special Education Department, will meet with the Union no later than June 15th to review and confirm the proposed staffing for September. Impacted members will be notified within five (5) working days of their employment status and placement (floating / ECCP / TP / ABLE).
6. One week following the proposed staffing meeting, members who have not been previously notified will automatically remain as an IAW for the next school year.
7. When assigning members in stationary positions, best efforts will be made to place members in programs closest to their home. Members placed in a stationary placement (ECCP/TP/ABLE) that is more than 70 kilometers from their assigned school or board office location will be paid mileage beyond 70 kilometers at a rate defined by the Board Administrative Procedure relating to Travel & Expense Claim Reimbursement. For the purposes of calculating said mileage, the Board will assign members a specific school or board office closest to their home address as their designated location.

ANNUAL STAFFING PROTOCOL FOR IAWs *continued*

8. Members who are in a floating position will be paid mileage as per the Board Administrative Procedure relating to Travel & Expense Claim Reimbursement. For the purposes of calculating mileage, the Board will assign members a specific school or board office closest to their home address as their designated location.

This Appendix forms part of the collective agreement and is grievable.

APPENDIX “C”

OMERS contributory earnings must include all regular recurring earnings as follows:

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members.
- Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g. flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be “kept whole” e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes unpurchaseable service;
- stand-by /call-in pay (pay for being on call, not pay for hours worked when called in);
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (e.g. educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance [that is, expenses are not reimbursed] then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member’s pension will begin on the first day of the month following the revised retirement date.

Memorandum of Settlement on Local Terms

Memorandum of Settlement on Local Terms

BETWEEN

**The Canadian Union of Public Employees
and its Local 4154**

(the "Union")

And

Catholic District School Board of Eastern Ontario

(the "Employer")

WHEREAS the Canadian Union of Public Employees and the Council of Trustees' Associations and the Province of Ontario have negotiated and ratified a Collective Agreement with respect to issues that are within the scope of central bargaining (the "Central Agreement");

AND WHEREAS the Central Agreement requires that the parties amend their current collective agreement such that Part "A" shall comprise those issues which are central terms and Part "B" shall comprise those terms which are local terms;

AND WHEREAS the parties to this Memorandum of Settlement have been engaged in negotiations toward the completion of a new Collective Agreement with respect to issues that are within the scope of local bargaining;

AND WHEREAS the parties have reached a tentative agreement with respect to issues that are within the scope of local bargaining;

Therefore, the parties agree and acknowledge as follows:

1. the documents attached hereto constitute a settlement of a new Collective Agreement with respect to issues that are within the scope of local bargaining;
2. any provisions that are within the scope of local bargaining that are not addressed herein shall remain as per the language of the current Collective Agreement;
3. the settlement of the new Collective Agreement with respect to issues that are within the scope of local bargaining shall be recommended for ratification by the parties to their respective principles;
4. any proposal or position which may have been taken or submitted by

either of the parties hereto and which are not part of this Memorandum of Settlement are hereby withdrawn;

5. all provisions of this Memorandum of Settlement shall become effective on the first business day following ratification by the second of the parties to do so, unless the express terms of the provision require otherwise; and,
6. all provisions of this Memorandum of Settlement are conditional upon the ratification by the parties within sixty days of the date of this Memorandum of Settlement.

Dated at Kemptville, Ontario, this 21st of December 2022.

EMPLOYER

Dawn Finnegan
Laura Moore
Peter
Sherry Hufel
W.M.D.
B.B.

UNION

Judy Scott
Anne Thomas
Brenda Peterson
Marcia Helms
Seth
Jennifer Scott
Donna Scott