

# **COLLECTIVE AGREEMENT**

**between**



**and**



**September 1, 2022**

**To**

**August 31, 2026**

## **Memorandum of Settlement on Local Terms**

**BETWEEN**

**The Canadian Union of Public Employees and its Local 2026  
(the "Union")**

**And**

**Dufferin-Peel Catholic District School Board (the "Employer")**

**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;


1. Therefore, the parties agree and acknowledge as follows:
2. The documents attached hereto as Part "A" and Part "B" constitute a settlement of a new Collective Agreement with respect to issues that are within the scope of local bargaining;
3. The term of the local agreement shall September 1, 2022, until August 31, 2026, in accordance with the provisions of the Central Agreement.
4. 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.
5. 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.
6. Any proposal 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taken or submitted by either of the parties hereto and which are not part of this Memorandum of Settlement are hereby withdrawn.
7. 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.
8. All provisions of this Memorandum of Settlement are conditional upon the ratification by the parties.
9. Upon ratification, the parties shall meet and continue to work in good faith toward amending the current Collective Agreement to reflect the changes required by way of the Central Agreement,

including the renumbering of provisions and the process of formalizing Part "A" and Part "B" of the Collective Agreement.

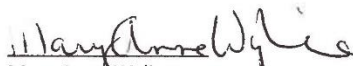
10. In the event that there are any errors or omissions in this renewal agreement MoS, or in any of its constituent parts, the Parties agree to meet and discuss their respective concerns.
11. Part B will be reviewed for gender-specific language. The parties will undertake to convert any such references to gender neutral language.
12. To provide clarity and instruction to the parties, an example has been created to illustrate the intent of NEW LOU #5 Re Bumping: Surplus (Annual Process). The example is attached to this MOS but will not form part of Part B.


Signed at Mississauga on February 15, 2023

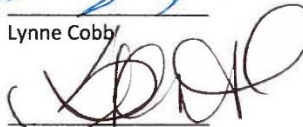
**FOR CUPE 2026**

  
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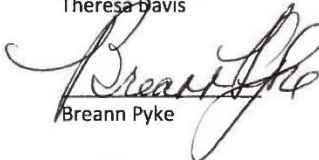
  
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Loreta Santelli

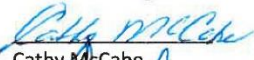
  
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## **PREAMBLE**

The collective agreement shall consist of two parts.

Part "A" consists of provisions respecting Central issues.

Part "B" consists of provisions with respect to Local issues and certain Central issues.

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**APPENDIX I**  
**CUPE – 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**

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.

**APPENDIX A**

<b>Name of Board where Dispute Originated:</b>	
<b>CUPE Local &amp; Bargaining Unit Description:</b>	
<b>Policy</b>	<b>Group      Individual      Grievor's Name (if applicable):</b>
<b>Date Notice Provided to Local School Board/CUPE Local:</b>	
<b>Central Provision(s) Violated:</b>	
<b>Statute/Regulation/Policy/Guideline/Directive at issue (if any):</b>	
<b>Comprehensive Statement of Facts (attach additional pages if necessary):</b>	
<b>Remedy Requested:</b>	
<b>Date:</b>	<b>Signature:</b>
<b>Committee Discussion Date:</b>	<b>Central File #:</b>
<b>Withdrawn      Resolved      Referred to Arbitration</b>	
<b>Date:</b>	<b>Co-Chair Signatures:</b>
<b>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.</b>	

## 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, _____          hereby authorize my Health Care Professional(s)          _____          to disclose medical information to my employer,          _____.          In order to determine my ability to fulfill my duties as a          _____          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          _____ dd _____ mm _____ yyyv          for my absence starting on the          _____ dd _____ mm _____ yyyv</p> <p align="center">Signature <span style="margin-left: 150px;">Date</span></p> <p><b>Employee ID:</b></p>	<p><b>Dear Health Care Professional,</b> 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><b>Employee Address:</b></p>	<p><b>Telephone No:</b></p> <p><b>Work Location:</b></p>
<p><b>Health Care Professional: The following information should be completed by the Health Care Professional</b></p>	
<p>First Day of Absence:</p>	
<p>General Nature of Illness* (<i>please do not include diagnosis</i>):</p>	

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. (please complete all that is applicable)**

**PHYSICAL (if applicable)**

<b>Walking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (specify):	<b>Standing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (specify):	<b>Sitting:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (specify):	<b>Lifting from floor to waist:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (specify):
<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (specify):	<b>Stair Climbing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (specify):	<input type="checkbox"/> <b>Use of hand(s):</b> <b>Left Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (specify): <b>Right Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (specify):	
<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of (please specify):	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No

**COGNITIVE (if applicable)**

<b>Attention and Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision-Making/Supervision:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
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<b>Ability to Organize:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b> <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 ( <i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i> ).			
Additional comments on <b>Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:</b>			
<b>Health Care Professional: The following information should be completed by the Health Care Professional</b>			
From the date of this assessment, the above will apply for approximately:  <input type="checkbox"/> 1-2 days <input type="checkbox"/> 3-7 days <input type="checkbox"/> 8-14 days <input type="checkbox"/> 15 + days <input type="checkbox"/> Permanent	Have you discussed return to work with your patient?  <input type="checkbox"/> Yes <input type="checkbox"/> No		
Recommendations for work hours and start date (if applicable):  <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	Start Date: <b>dd</b> <b>mm</b> <b>yyyy</b>		
Is the patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No  Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No  If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Please check one: <input type="checkbox"/> Patient is capable of returning to work with no restrictions. <input type="checkbox"/> Patient is capable of returning to work with restrictions. <b>(Complete Part 2)</b> <input type="checkbox"/> 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.			



**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) months 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 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.

**THIS COLLECTIVE AGREEMENT**, effective **September 1, 2022** is by and between:

**DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD**  
(herein called the "Employer" or the "Board")

OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2026**  
(herein called the "Union" or the "Employee")

OF THE SECOND PART

**PREAMBLE**

**WHEREAS** it is the goal of the employer to provide, within its ability to finance, the best possible Catholic education service for the separate school children of the Regional Municipality of Peel and the County of Dufferin;

**AND WHEREAS** to achieve that goal it is essential that the Employer maintain an excellent organization, educational system and environment for the advancement of learning and the dissemination of knowledge for the religious, moral, intellectual, social and physical development of its members, including the pupils and the academic and non-academic employees of the Employer;

**AND WHEREAS** the Employer and the Union recognize their mutual interest in maintaining harmonious relations between the Employer and its employees, fair and reasonable remuneration for services rendered having regard to the possibilities attached to the positions held, nature of the duties thereof, manner of their discharge, seniority in the service, security of tenure of office and promotions within the service;

**AND WHEREAS** the Union agrees that it will support the Employer in its efforts to eliminate waste, conserve materials, energy and supplies, improve the quality of service, prevent accidents and strengthen goodwill between the Employer, the employees, the academic and administrative staff, the children and the public;

**NOW THEREFORE** the Parties hereto agree as follows:

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**NOTE: BOLDED WORDING REFLECTS CHANGES MADE TO CURRENT COLLECTIVE AGREEMENT**

**ARTICLE 1 – RECOGNITION**

1.01 The Employer recognizes the Union as the exclusive bargaining agent of all its office employees in the Administrative Staff employed in the Employer's Administration Offices, Secretaries, Clerks, A/V Technicians, Technical Support Specialists, Computer Operators, Field Technicians and Library Technicians in the schools and Casual Support Staff, save and except a person who:

- a) is a Supervisor or is above the rank of a Supervisor;
- b) is a Secretary to:  
the Director of Education  
an Associate Director of Education  
a Superintendent  
a General Manager  
the Manager of Health Promotion and Wellness  
or is employed in Employee Relations, or Benefits or Support Services Personnel Departments.

1.02 The word "employee" when used subsequently in this Agreement, shall be deemed to mean those included in the scope of the Agreement as listed in Article 1.01 above.

1.03 **Union–Management Committees**

The Employer will recognize the following Committees of Employees for the respective purposes shown:

- a) The Bargaining Committee consisting of not more than six (6) representatives of the Union for the purpose of negotiating this Agreement and its renewal;
- b) The Employee Relations Committee consisting of five (5) representatives of the Union and up to five (5) representatives of the Employer to meet bi–monthly or by mutual arrangement for the purpose of discussing any matters of mutual interest;
- c) The Grievance Committee consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Union representatives shall comprise the President, or designated alternate, the Chief Steward, or designated alternate and the appropriate Area Steward.
- d) The Health and Safety Committee.

1.04 No permanent employee will be laid off or have **their** hours reduced as a result of the Board using co–op students or volunteers in the school office(s)/work locations where the Bargaining Unit employees are employed.

Any issues arising from a volunteer or co–op student doing bargaining unit work, will be discussed in Employee Relations meetings, as per Article 1.03 (b).

1.05 By mutual agreement prior to any meeting, an additional representative of the Employees or of the Employer may attend any committee meeting as a full committee member, or as an observer or as a resource person as may be designated. The Union shall have the right to have the CUPE National Representative in attendance at any meeting with the Employer.

1.06 A full-time representative of the Union may attend meetings of any of the Committees referred to in this Article.

1.07 a) The Employer will pay each employee at the regular rate of pay for all regularly scheduled straight-time hours lost during the employee's normal working hours while attending meetings with the Employer and in processing Grievances. Employees designated as Health and Safety Representatives shall be compensated for time spent performing Health and Safety duties in accordance with the terms and conditions of the Occupational Health and Safety Act.

b) **In the case of an arbitration hearing between the Union and the Board, the Union may designate one employee attending that hearing for the Board to pay them at their regular rate of pay for all hours lost during their normal working hours. If any other employees are released to attend the arbitration hearing, the Board will invoice the Union for the hours that it paid to those employees for the day, and the Union will reimburse the Board.**

1.08 **Membership Information**

The employer will provide to the Union a list of all Employees in the Bargaining Unit. The list will include each person's:

- Name;
- Job title/classification;
- **Employee ID#;**
- **Work location;**
- **Employee status: permanent or casual;**
- **Employees on leave including the reason for leave and replacement and duration of leave if known;**
- Home mailing address; and
- Home telephone number.

The Membership Information list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive by October 31, January 31, April 30 and June 30.

**ARTICLE 2 – MANAGEMENT RIGHTS**

2.01 The Union recognizes and accepts that all rights of the Employer to manage the affairs of and administer the school system of the Dufferin–Peel Catholic District School

Board are reserved to the Employer exclusively and without limiting in any way this generality, subject to any other provision of this Agreement, it is the exclusive function of the Employer to:

- a) maintain order, discipline, and efficiency;
- b) hire, promote, demote, classify, transfer, retire, rehire, lay off, recall, discipline, suspend or discharge any employee for just cause, provided that a claim by a seniority employee of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) deploy the working forces of the Employer or its equipment and properties;
- d) program and utilize technology in order to meet the Board's operational needs.

2.02 The Employer agrees that the rights set forth in this Article shall be exercised in a fair and reasonable manner which would not violate the express provisions of this Agreement, and recognizes the right of the Union to the grievance procedure in the manner and to the extent hereinafter provided.

### **ARTICLE 3 – UNION SECURITY**

#### **3.01 Membership in Union**

All employees hired after the signing of this Agreement shall become and remain members of the Union. Current employees who are members shall remain members of the Union. Newly hired employees shall sign an application for membership and begin paying dues immediately.

The Board will inform the Union of all members appointed to Acting Assignments outside the bargaining unit. Members who fulfil such roles will continue to remain members of the bargaining unit, pay Union dues and be covered by Articles 2, 3, 4, 7 and relevant articles of the Central Collective Agreement.

#### **3.02 Deduction of Dues**

All employees shall be deducted the regular bi-weekly dues which shall be remitted to the Treasurer of the Union in the month in which follows such deductions, accompanied by a list of all employees from whom such deductions are made. Such list will be forwarded electronically to the Treasurer and President, and shall include the employee's name, dues paid, wages earned, assigned home location and tenure.

The Union shall indemnify and save the Board harmless in respect to all claims and demands made against the Employer by an employee as a result of the deduction and remittance of dues by the Employer pursuant to this article.

3.03 **Notification of Amount**

The Union shall notify the Employer **in writing of any change in the amount** of the regular dues of the Union.

**ARTICLE 4 – NO DISCRIMINATION**

4.01 Neither the Union nor the Employer will discriminate against any employee;

- a) by reason of membership in the Union;
- b) within the meaning of the Ontario Human Rights Code and all applicable statutes as amended.

**ARTICLE 5 – UNION REPRESENTATION**

5.01 a) The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Manager of Employee Relations or designate. When entering a department other than **their** own, a Union officer will first contact the Supervisor of that Department, or **their** deputy, and inform **them** as to the general nature of **their** business.

b) The Union may appoint or otherwise select up to seven (7) stewards, one (1) of whom may be designated the Chief Steward.

**ARTICLE 6 – NO STRIKES – NO LOCKOUTS**

6.01 So long as this Agreement continues to operate, there will be no strikes or lockouts as those terms are defined in the Ontario Labour Relations Act.

**ARTICLE 7 – SENIORITY**

7.01 **Definition of Seniority**

a) Seniority, as referred to in this Agreement, shall mean length of continuous service in the employ of the Employer as a member of the Bargaining Unit. The Employer shall provide to each Employee and to the Union an updated seniority list in electronic form. Such seniority list shall contain the Employee's name and seniority. An additional seniority list for the Union will also contain job classification and location.

Up-to-date seniority information shall be requested by the Union President, in writing to the Superintendent of Human Resources & Employee Relations or designate, and will be made available to the Union.

b) The following conditions will apply for the purpose of calculating seniority. Seniority will be calculated based on 1.0 FTE (Full Time Equivalent) for 10 and 12 month employees. Employees employed less than 1.0 FTE (part-time) will have their

seniority calculated on a pro-rated basis. Part Time Employees who perform acting assignments on a full time basis for not less than 4 consecutive working days shall receive full time credit for seniority purposes for the term of the acting assignment. All seniority attained as of June 30, 2007 will remain intact. For posting purposes, the seniority lists will be published March 1 of each year based on seniority accrued to December 31 of the previous year.

7.02 **Probation**

An employee shall be on probation for the first three (3) months of continuous employment, and will have no seniority rights during that period. After successfully completing the three (3) month probation, the seniority of such employee will date back to the date of last hire. An employee who has successfully completed the probationary period shall be called a "seniority" employee. Probationary employees will not have access to the grievance or arbitration process.

7.03 **Seniority Upon Promotion or Transfer**

- a) A Member of the bargaining unit who accepts a temporary position with the employer for a maximum period of two (2) years, shall have the right to return to **their** former position within the bargaining unit. Such member shall continue to accumulate seniority during such period. Under extenuating circumstances, the above-noted timeline may be extended by mutual agreement.
- b) A seniority employee transferring into the scope of this Agreement from a position with a different CUPE bargaining unit within this Board shall be allowed to transfer **their** seniority.
- c) In cases where two or more employees have the same seniority, the original date of hire will be the deciding factor in determining the Employee with greater seniority. If the Employee's seniority remains tied, the date and time the offer of employment was accepted by the employee will be the deciding factor in determining the employee with greater seniority.

7.04 a) **Layoff**

In the event circumstances require the layoff of seniority employees, the Employer shall endeavour to provide as much notice of impending layoff as may be possible by providing the member and Union copies of the layoff notice. Both parties recognize that job security should increase in proportion to length of service, therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority list, subject to those employees who are retained being qualified and willing to perform the work required. The matter of qualifications is a decision of the Employer, which shall not be exercised in an unfair or unreasonable manner. **The Board will request an updated resume from affected employees.**

b) **Temporary Employees During Lay-off**

No Bargaining Unit member shall be laid off until all temporary employees have been laid off subject to such Bargaining Unit member being qualified and willing to perform

the job of the temporary employee. The Familiarization Period set out in Article 7.06 would apply.

7.05

### **Bumping**

#### Surplus (Annual Process)

Employees who are to be surplus for the following school year shall take part in the Annual Process and will be notified by May 30 of each year. The Board and the Union agree to meet to discuss holding postings for positions at the same job classification level, tenure (12-month vs. 10-month) and percentage of time (full-time vs. part-time) where there is surplus at the March Break; this is to increase the number of vacant positions into which the surplus employees may be placed. This date may be changed by mutual agreement between the Board and the Union. Surplus employees will attend a meeting in June at which time the list of vacant positions will be provided. Employees will be asked to rank in order the positions to identify their first choice and subsequent choices. Positions will then be awarded by the Human Resources Department based on seniority with the most senior employee being placed in **their** first choice etc. until the least senior employee has been placed, provided at all times that the individual meets the basic qualifications of the position. The Board and the Bargaining Unit agree to waive the requirements under Articles 7.12 and 8.02. If a vacancy cannot be found that meets the criteria above, then the employee is entitled to access the bumping procedure as outlined below.

#### Bumping

Employees who are laid off due to lack of work or where a position has been deemed redundant by the Employer may:

- a) elect to accept layoff rather than exercise the bumping rights set out below; or
- b) displace the least senior bargaining unit employee in the same job classification level, same tenure (i.e. 12-month vs. 10-month), and same percentage of time (i.e. full-time vs. part-time) for which the individual is qualified to perform; or
- c) if unable to bump under (b) above, displace the least senior bargaining unit employee in the same job classification level, lower tenure, and the same percentage of time for which the individual is qualified to perform; or
- d) If unable to bump under (c) above, displace the least senior bargaining unit employee in the same job classification level, same tenure, and lower percentage of time for which the individual is qualified to perform.**
- e) if unable to bump under (d) above, displace the least senior employee in successively lower classification levels with the same tenure, and percentage of time as their previous position, for which the individual is qualified to perform; or

- f) if unable to bump under (b), (c), (d) **or (e)** above, displace the least senior employee in successively lower classification levels with different tenure, and the same percentage of time as their previous position, for which the individual is qualified to perform.
- g) if unable to bump under **(f)** above, displace the least senior employee in successively lower classification levels with the same tenure, and different percentage of time as their previous position, for which the individual is qualified to perform; or
- h) if unable to bump under (b), (c), (d), (e), (f) **or (g)** above, displace the least senior employee in successively lower classification levels with different tenure, and different percentage of time whose position the individual is qualified to perform; or
- i) If unable to bump under (b), (c), (d), (e), (f), (g) **or (h)** above, exercise rights under Article 7.04 a).

In the event of layoff, members of the Local Executive, Grievance Committee, and Area Stewards shall be the last to be laid off, regardless of where they may be employed. The Union shall keep the Employer informed of the names of the members of the Local Executive, Grievance Committee and Local Area Stewards. In the event of any dispute, the latest list of names as received by the Employer shall govern.

7.06 **Familiarization Period**

In all cases where, under Articles 7.04 **a)** or 7.05, an employee replaces a less senior member, the individual "bumping in" to the position will be given thirty (30) working days to become familiar with the new job. This period is not to be considered a training period. An employee not capable of carrying out the duties of the position after thirty (30) working days will be laid off.

7.07 **Recall Rights**

Seniority employees with more than one (1) year's service who are laid off because of lack of work shall have recall rights for rehiring for thirty (30) months from the date of layoff. Seniority employees with no more than one (1) year's service who are laid off because of lack of work shall have recall rights for rehiring for twelve (12) months from the date of layoff.

7.08 **Recall to Work**

Recall to work shall be electronically by Board email with copy to the Union. It shall be the duty of the employee to notify the Employer promptly of any change of address. Should the employee fail to do this, the Employer shall not be responsible for failure of such notice to reach the employee. An employee who is recalled to work must signify intent to return within three (3) working days after a notice of recall has been delivered and must return on the date specified or give valid reason why this is not possible, and shall return within ten (10) working days of the Employer's

acceptance of such delay in any event, or forfeit right to recall. It is understood that this process will not prevent the Board from meeting its operating requirements by filling the job temporarily with a bargaining unit employee who is recalled from lay-off, a Casual Support Staff, or a temporary employee.

Employees affected by a lay-off shall be recalled in order of seniority, to an equal position or lesser job classification, same tenure (12-month vs. 10-month), and same percentage of time (full-time vs. part-time), provided the employee has the qualifications to perform the job. If an employee is recalled to a position of lower classification level, tenure, or percentage of time, they must accept the position but will remain on the recall list.

If more than one position is available to employees on the recall list, the Board will allow recalled employees to choose among positions for which they are qualified.

An employee must accept any recall to a permanent vacancy, provided the employee meets the basic qualifications of the position. In this case, the Board and the Bargaining Unit agree to waive the requirements under Articles 7.12 and 8.02.

7.09 Seniority previously accumulated will be lost and an employee's services will be terminated whenever an employee:

- a) voluntarily leaves the employ of the Employer;
- b) is discharged and not reinstated through the grievance or arbitration procedure;
- c) upon being declared surplus if unable to be placed in accordance with Article 7.05; after a period of twelve (12) or thirty (30) consecutive work months from the date of layoff, as per Article 7.07;
- d) refuses the Board's offer of recall from lay-off to a permanent position regardless of tenure for which the employee has the required qualifications.

7.10 If new technology is introduced to the office or new or greater skills are required of the employees, the affected employees will be provided with the required training at the expense of the Board.

The Board agrees to notify the Union, in advance, of any technological changes that would result in the loss of a job classification. Such discussion will occur no later than thirty (30) days prior to any redundancy. The Board also agrees to discuss any staffing implications resulting from this loss.

7.11 School year employees who are laid off during the summer while school is not in session, will be recalled not later than school reopening in September, or earlier if needed, and subject to the employee reporting to work as specified after a reasonable notice.

7.12 **Lateral Transfer**

Employees shall be entitled to one (1) lateral transfer only per year. Notwithstanding the preceding, such restriction may be waived by the mutual agreement of the Union, the Manager of Employee Relations, and the employee.

7.13 **Experience and Increments**

All employees will receive increment increases on the basis of continuous service.

**ARTICLE 8 – JOB POSTING PROCEDURE**

8.01 a) The Employer will post a notice on-line of full and part-time vacancies in existing classifications or newly created classifications, for vacancies that fall within the scope of this Agreement which the Employer intends to fill. The posting shall state the nature of the position, the department, level of position and other pertinent information. The posting shall be for a period of five (5) working days. The Employer will forward an electronic copy of the posting information to the Union.

The Board cannot be held responsible if employees cannot access the on-line posting, for any reason, unless a Board-wide failure of the Board's employee portal system occurs. In such case, the Board would extend the posting period accordingly.

- b) No applicant from outside the Bargaining Unit shall be interviewed for a specific job vacancy until Bargaining Unit employees who meet the basic qualifications have had an opportunity to apply, have been interviewed, and advised that they have been unsuccessful. When there are no qualified applicants from within the bargaining unit for a posted position, the Board shall consider applications from Casual Support Staff before considering external applicants.
- c) The Employer will provide to the Union the name of the successful applicant.
- d) **The Employer shall grant a fair and impartial interview to the three (3) most senior qualified employees who apply for a job vacancy.**
- e) The senior applicant for positions at levels 1 to 4 who meets the stated requirements of the position will be selected. Such stated qualifications and requirements shall be those necessary to perform the job functions and may not be established in an arbitrary or discriminatory manner.
- f) In promotions, or lateral transfers, to posted positions, other than appointments to supervisory positions, preference shall be given to those employees having the longest service or seniority, provided always that the employees in question are, of equal skill, competence, and efficiency.
- g) Part-time employees who wish to do temporary assignments on their days off are required to advise the Human Resources – Support Services Department. Subject to

the employee's availability for scheduling and ability to perform the work available, seniority part-time employees shall be given preference for temporary assignments.

- h) On the request of a job applicant, the Human Resources Support Services Staff will arrange for feedback to be provided to the applicant. The feedback will include a discussion on why the applicant was unsuccessful along with improvement recommendations. Such requests shall occur within two (2) working months after being notified of the outcome of the selection process.
- i) Temporary assignments that are known in advance to be over four (4) months at Level 5 or above, may first be offered by the Board to existing employees at the school/department as an acting assignment. **If there is more than one interested employee at the school/ department, it may be awarded to the most senior employee. If it is not filled within the school/ department, it shall then be posted as an acting assignment, in accordance with the job posting procedure in 8.01 A).** When the assignment is terminated, the employee shall be returned to **their position or to a comparable (i.e. same level, tenure, and percentage of time) position if it no longer exists.** If an Acting twelve (12) month position has been posted as a temporary assignment, and spans the March Break period, but is not filled by an existing member of the Bargaining Unit, the March Break period is not then required to be offered as assignments to ten (10) month employees.

**While in a temporary assignment, Employees will not be eligible to apply for or accept a different temporary assignment.**

- j) **Notifications**
  - i) Within ten (10) working days of the date of appointment to a vacant position, the name of the successful candidate shall be sent to each applicant. The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, temporary assignments exceeding two (2) months, replacing permanent employees, deaths or other terminations of employment affecting seniority employees.
  - ii) Union notices in i) above will include seniority employee name, effective date, location, position title, level, and person replaced, if applicable.
  - iii) The Employer will advise the Union of all newly hired employees, their classification, **employee ID**, department and starting salaries.
  - iv) The Employer will advise the Union of the dismissal or resignation of an employee prior to such dismissal or resignation, if possible, or within two (2) working days if such is not possible.
  - v) The Employer shall provide the Union with a copy of all job notices.

- k) An employee will not be eligible for transfer during the term of the trial period as outlined in Article 8.02.
- l) Upon success in any job posting process or upon return to a former position in accordance with Article 8.02 an employee will be ineligible to apply for any vacant position for a period of three (3) months.

**8.02 Trial Period**

An employee who is promoted or transferred to a new position within or outside of the Bargaining Unit will be given a trial period of three (3) months. If, during the trial period, the Employer or employee decide the employee is not qualified or suitable for the posted position, the employee shall be returned to the former position **or to a comparable position if it no longer exists (i.e. same level, tenure, and percentage of time)**, without loss of pay or seniority, and the position shall then be re-posted.

**8.03 New Employees**

The Human Resources – Support Services Department will advise new hires that a Union Collective Agreement is in effect and will provide the employee Union contact information.

**ARTICLE 9 – GRIEVANCE PROCEDURE**

9.01 Should any difference, (hereinafter called a "grievance") arise between the Employer and any employee as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such grievance without undue delay shall be made in the following manner.

The parties of this Agreement have agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

A "grievance" shall be defined as a difference of opinion between the Union and the Employer concerning the interpretation, application, administration or alleged violation of this Collective Agreement.

The time limits in this Article are mandatory and not simply directory except as set out in Article 9.08.

Step 1

An employee shall first submit the problem for a verbal discussion with the Supervisor/Principal concerned. The Supervisor/Principal concerned may have the assistance of the Manager of Employee Relations and the employee shall be informed of their right to have a Union Representative present with them at the meeting. No grievance shall be considered where the events giving rise to it occurred or originated (and the employee became or ought to have become aware of such occurrence or origination) more than ten (10) working days before lodging of the verbal grievance.

The Supervisor shall have three (3) working days in which to respond to the grievance.

Step 2

If the situation is not resolved or no decision is given, then the grievance may be reduced to writing and within five (5) working days, presented, to the Manager, Employee Relations or designate. The written grievance shall contain a concise statement of the facts complained of and the redress sought and shall be signed by the grievor and the steward. There shall be a meeting within ten (10) working days of the submission of the grievance to discuss the grievance, or at a mutually agreed upon date. A reply in writing within five (5) working days of the grievance meeting, will be given. Failing satisfaction, the grievance may be processed to voluntary mediation or arbitration.

9.02 a) **Voluntary Grievance Mediation**

Prior to formally referring an unresolved grievance to arbitration, the parties, by mutual agreement, may refer the disputed matter to voluntary grievance mediation for settlement. The parties shall agree on the mediator and the timeframe in which a resolution is to be reached.

b) **Time Limits**

The timelines outlined in the grievance process shall be frozen at the time the parties mutually agree to use the grievance mediation procedure. Should the grievance remain unresolved within the allotted timeframe established by the parties, the matter shall be referred back to the formal grievance arbitration process and the timelines in the grievance procedure shall continue from the point at which they were frozen.

c) **Expenses**

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

9.03 **Referral to Arbitration**

If final settlement of the grievance is not reached at Step 2 or through voluntary mediation, it may then be referred to a Board of Arbitration by either Party as provided in Article 10 at any given time within fifteen (15) working days after the decision is given in Step 2 or if no resolution is reached in voluntary mediation, but not thereafter, and if no such written request is received within the time limit, then it shall be deemed to be abandoned.

9.04 **Definition of Working Day**

Within the terms of Articles 9, 10, and 11, a working day shall be defined as a day other than Saturday, Sunday, or Paid Holiday.

9.05 **Employer Representation**

The Employer representation on grievances shall consist of such persons as are appointed by the Employer from time to time.

- 9.06           **Union Policy Grievance**  
A Union policy grievance, which is defined as an alleged violation of this Agreement which affects all or a substantial number of employees, may be lodged by the Chairperson of the Grievance Committee in writing to the Superintendent of Human Resources & Employee Relations or designate at Step 2 of the grievance procedure at any time within ten (10) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled, it may be processed to arbitration or voluntary mediation in the same manner and to the same extent as the grievance of an employee.
- 9.07           **Employer Grievance**  
A policy grievance of the Employer shall be in writing and may be initiated by the Manager of Employee Relations by delivering the grievance to the Union. If any such grievance is not settled within ten (10) working days of the date of such delivery, the Employer may refer the grievance to arbitration under Article 10 or voluntary mediation under Article 9.02.
- 9.08           **Time Limits**  
The time limits specified in Articles 9.01 to 9.07 above may be extended by mutual agreement between the parties.

## **ARTICLE 10 – ARBITRATION**

- 10.01           **Arbitrability of Grievances**  
Both Parties to this Agreement agree that any dispute or grievance which has been properly carried through all the steps of the Grievance Procedure outlined in Article 9, and which has not been settled, shall be referred to Arbitration.
- 10.02           **Composition of Arbitration Board**  
The Board of Arbitration will be composed of one (1) nominee appointed by the Employer, one (1) nominee appointed by the Union, and a third person chosen by the other two (2) nominees to the Arbitration Board.
- 10.03           **Single Arbitrator May be Proposed**  
Notwithstanding the conditions set out in Article 10.02, a single Arbitrator may be proposed by either Party, and if such agreement is reached, then the conditions of Article 10.02 shall be disregarded. The single arbitrator shall have the same rights, powers and/or decision making abilities as that of a Board of Arbitration or Chairperson.
- 10.04           **Naming of Nominees**  
Within ten (10) working days of receipt of notice of Arbitration, (as set out in Article 9.03), which shall contain the name of the Party's proposed nominee to the Arbitration Board, the other Party shall respond in writing with the name of its nominee.

- 10.05      **Alternative Method of Selecting Chairperson**  
Should the two (2) nominees fail to agree upon the third person to be named as the Chairperson, then within seven (7) days of the notification set out in Article 10.04, the Minister of Labour for the Province of Ontario may be asked to nominate a Chairperson.
- 10.06      **Decision is Final and Binding**  
The decision of the Board of Arbitration, or a majority thereof, shall be final and binding on both Parties. Failing a majority decision, the decision of the Chairperson shall be final and binding upon both Parties.
- 10.07      **Board Confined to the Terms of this Collective Agreement**  
The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 10.08      **Payment of Board Members**  
Each of the Parties to this Agreement will bear the expense and fees of the Arbitrator named by it, and the Parties will jointly bear the remuneration and expenses of the Chairperson.

#### **ARTICLE 11 – DISCHARGE AND SUSPENSION CASES**

- 11.01      **Special Grievance Procedure**  
A claim by a seniority employee of discharge or suspension without just cause shall be treated as a grievance if a written statement of such grievance is submitted to the Superintendent of Human Resources & Employee Relations or designate at Step 2 of the Grievance Procedure within ten (10) working days after the employee ceases working for the Employer. If properly processed, in conformity with Step 2, such grievance may proceed through the grievance and arbitration procedures set out in this Agreement.
- 11.02      **Union Representation**  
Should it become necessary to discipline, suspend or discharge an employee, it shall be done in the presence of an Executive member of the Union.
- 11.03      **Disciplinary Letters**  
Documents of a disciplinary nature shall not be placed in an Employee’s file without the Employee and Union’s knowledge. Such documents may be removed after a twelve (12) month period from the employee’s personnel file, provided that the employee has been discipline free for a period of twelve (12) months from the date of their discipline.

## **ARTICLE 12 – HOURS OF WORK**

### **12.01 Normal Work Schedule**

The normal work week shall consist of five (5) days of seven (7) hours each day, Monday to Friday between the hours of 7:00 a.m. and 5:00 p.m., thirty-five (35) hours per week, for full-time employees. Employees are allowed a ten (10) minute rest period for each half of a normal work day.

Any part-time employee shall accept any additional secretarial time available in **their** school up to a full-time position.

**Night School and Summer School staff do not work the Normal Hours of Work.**

### **12.02 Overtime Defined**

Overtime is defined as authorized time worked in excess of thirty-five (35) hours per week. Such overtime must be authorized in advance and in writing (includes email) by the respective Supervisor/Principal, with a copy provided to the employee.

### **12.03 Rate of Pay for Overtime**

Where an employee has been authorized to work overtime and has performed overtime work as defined in Article 12.02, the employee shall be paid at the rate of time and one-half for such work, or the employee may at the discretion of the Supervisor/Principal, receive time off at the overtime rate. Such time off at the overtime rate shall be taken at a time mutually agreed upon by the Supervisor/Principal and the employee.

### **12.04 Three Days Time Off**

The Board agrees to provide CUPE 2026 employees with three days' time off to be scheduled for each group of employees. The dates will be determined annually and issued in a memorandum by the Board to the President of the Union.

#### Non-School Twelve (12) Month Employees:

- Time to be scheduled during the Christmas break between Christmas and New Year's day.

#### Non-School and Continuing Education Ten (10) Month Employees:

- To be determined by the Superintendent/Manager/Principal in discussion with the individual CUPE 2026 member. The dates are to be scheduled so as not to conflict with the Corporate and Instructional calendars and are not to be scheduled during a lay-off. The first day must be taken by November 30, the second day by March 31 and the third day by the third Friday of June of each year.

#### School Ten (10) Month Elementary:

- All ten (10) month elementary school CUPE 2026 members will take their three paid days off as follows: Two of the three paid days off will be taken on the PA days for Term 1 and Term 2 Assessment and Evaluation of Pupil Progress. The

remaining one day is to be taken, by mutual consent with the Principal, on a predetermined Instructional Day prior to May 31<sup>st</sup>.

- Please note – these expectations also apply to CUPE 2026 members at St. Sofia School as appropriate.

School Ten (10) Month Secondary:

- Ten (10) month secondary school CUPE 2026 members will take their three days off as follows: two of the days are to be determined by the school Principal in discussion with the individual CUPE 2026 member to occur during each set of examination dates (one day per semester) as identified on the school year calendar for semester one and for semester two. The remaining one day is to be taken, by mutual consent with the Principal, on a predetermined Instructional Day.

It is understood and agreed that these days off have no monetary value, cannot be carried from year to year and must be taken on the dates indicated in the memorandum issued by the Board.

**12.05 Pay for Work on a Paid Holiday or Sunday**

An employee who is required to work on a paid holiday or Sunday shall be paid for all such work at the rate of double time in addition to the holiday pay.

**12.06 Supervision of Students**

The parties agree that CUPE Local 2026 members shall not be assigned to the formal school supervision schedule. It is understood that this does not apply to Secondary Library Technician(s).

The parties agree that CUPE Local 2026 members shall not be expected or required to supervise students who must be in the office for disciplinary reasons. Such students shall be supervised by administrators or a teacher in charge except as required in emergency situations.

**12.07** The representative designated by the Union will be given access to work sites to meet with Employees covered by this Collective Agreement during their meal and other scheduled breaks.

**ARTICLE 13 – PAID HOLIDAYS**

**13.01 Recognized Holidays**

- a) The following paid holidays, regardless of when they fall, are recognized by the Employer and granted to all employees:

New Year's Day	Civic Holiday
Family <b>Day</b>	Labour Day
Good Friday	Thanksgiving Day

Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

- b) Remembrance Day shall be granted as an additional paid holiday in a year when that day is declared a holiday by the Ministry of Education.

**13.02 Requirements to Receive Holiday Pay**

In order to qualify for a paid holiday, an employee must have worked the full working day immediately preceding and following the holiday or be on authorized paid leave or paid sick leave. The Employer may require a medical certificate as proof of illness.

**13.03 Holiday During Vacation**

An employee shall be granted one (1) extra day of vacation with pay when any of the above mentioned holidays occur during the approved vacation period.

**ARTICLE 14 – VACATION WITH PAY**

14.01 Employees shall be granted a vacation with pay for credited full-time, active, continuous service prior to July 1<sup>st</sup> of the vacation year. Where two (2) or more twelve (12) month employees, reporting to the same Manager/Supervisor, request the same days as vacation time, consideration will be given to the employee with the greatest seniority.

Less than one (1) year.....	one (1) day per month to a maximum of ten (10) working days
After one (1) year.....	two (2) weeks
After two (2) years.....	three (3) weeks
After ten (10) years.....	four (4) weeks
After twenty (20) years.....	five (5) weeks

Where a ten (10) month employee transfers into a twelve (12) month position, vacation allocation will be prorated from the start date of the twelve (12) month position up to June 30<sup>th</sup>.

14.02 Vacations with pay will be granted at times to be approved by the Employer in accordance with this Article and operating requirements of the Employer.

**Currency of Vacations**

Vacation entitlement is calculated from July 1<sup>st</sup> of the preceding year to June 30<sup>th</sup> of the vacation year. An employee who begins employment after July 1<sup>st</sup> and before January 1<sup>st</sup> in any year shall be entitled to the one week increase in vacation allowance of the next higher level of vacation entitlement on the anniversary date of employment. An employee may submit a request to **their** Superintendent, to carry over one (1) week of vacation from the previous year, provided that the request does not conflict with departmental operation. If the Superintendent approves the

request, that week of vacation must be used prior to June 30 of the next vacation year.

## **ARTICLE 15 – SICK LEAVE**

*\*Italicized items indicates Sick Leave Provisions now dealt with under Central Agreement: Part A*

### **15.01 Monthly Credit and Maximum Accumulation**

*Employees shall be entitled to a credit of two (2) working days per month of full-time, active, continuous service. Such unused sick leave credits may accumulate to a maximum of two hundred and forty (240) days for twelve (12) month staff and pro-rated for school year employees.*

### **15.02 Medical Certificate Required**

*As a condition of sick leave payment, employees must produce a medical or dental certificate for an absence of five (5) or more working days. The Employer may request such a certificate at any time for any duration of absence or waive the necessity of such certificate.*

*A CUPE 2026 Employee on a medical leave receiving a Functional Ability Form from the Board, shall present this form to the attending physician for completion. The CUPE 2026 Employee will also sign the form authorizing the physician to release the information included on the Functional Ability Form to the Board. The form, as completed by the physician, is to be returned to the Health Promotion & Wellness Department within the timelines requested, except in extenuating circumstances.*

### **15.03 Notification of Inability to Attend Work**

Absences shall be reported as early as possible to the Supervisor, Principal or designate and reported using the automated reporting system.

### **15.04 Use of Sick Leave**

Sick leave is to be used for:

- a) illness or accident of a personal nature;*
- b) supplementation of Workplace Safety and Insurance Board (WSIB) payments as set out in Article 15.05.*
- c) the Director of Education may grant emergency leave up to a maximum in any one (1) year of ten (10) days to an employee. Days granted shall be deducted from sick leave credits.*
- d) under special circumstances, additional leave may be considered by the Superintendent of Human Resources & Employee Relations for those bargaining unit employees whose sick leave bank exceeds seventy-five (75) credits and where such leave will not deplete the employee's sick leave bank to below*

*seventy-five (75) credits. Any additional leave granted with pay shall be deducted from sick leave credits.*

- e) use of Sick Leave allowance shall be in accordance with the applicable requirements under Provincial and Federal statutes and regulations in force during the term of this Agreement.
- f) employees who are laid off from employment due to illness, shall maintain recall rights to employment in accordance with Article 7.07.
- g) Employees can access their sick leave statements from the Human Resources portal at any time. Those employees not able to access this information from the portal, or those who specifically request a sick leave statement will be provided with an accounting of their sick leave on an annual basis by the Benefits Department.

15.05 **Supplementation of Workers' Compensation**

Subject to and in accordance with the terms set out by the Workplace Safety and Insurance Board with respect to eligibility and when an employee is awarded Workplace Safety and Insurance Board benefits, the Board shall continue to pay the employee full salary **up to a maximum period of four years and six months.**

15.06 No deduction of pay or sick leave will be made in the case of an employee who, through necessity, has to keep a medical or business appointment during regular working hours, approved by the immediate Supervisor/Principal unless absence caused by such an appointment exceeds two (2) hours, in which case sick leave will be deducted for half (1/2) day or full day according to the actual time lost.

15.07 If the absence is for two (2) hours or less, the employee shall ask to make up the time lost by using earned lieu time or working additional hours. The immediate Supervisor/Principal or designate must be advised by the employee when **they** leave to keep the appointment, also when returning to work.

**ARTICLE 16 – LEAVES OF ABSENCE**

16.01 **Leave for Personal Reasons**

- a) The Employer may grant a reasonable leave of absence without pay and without loss of seniority if a written application for such leave is approved by the Superintendent of Human Resources & Employee Relations **or designate** at least fifteen (15) days prior to the requested leave.
- b) All employees can apply for leaves listed under the Employment Standards Act of Ontario, and as expressed in the Board's General Administrative Procedures 329.00 – Leaves Provided Under the Employment Standards Act.

16.02

**Bereavement Leave**

- a) An employee shall be granted up to a maximum of five (5) working days bereavement leave of absence with pay in the case of the death in the employee's immediate family. "Immediate family" is defined as a spouse, parent, parent-in-law, child, grandchild, brother, sister, ward or former legal guardian. An employee shall be granted up to a maximum of two (2) working days bereavement leave **upon** the death in the employee's family **or** to attend the funeral. This will be in the case of the death of an uncle, aunt, grandparent, brother-in-law, son-in-law, daughter-in-law, sister-in-law, niece or nephew. The time required, not exceeding one (1) working day shall be granted without loss of pay to an employee to attend a funeral as a pall bearer, provided such employee has the authorization of **their** immediate supervisor, which shall not be unreasonably withheld. The employee shall provide evidence upon request.
- b) Bereavement leave is not applicable where an employee is on sick leave at the time of bereavement. Bereavement leave shall be deducted from emergency leave as provided in Article 15.04 c), but shall not be deducted from sick leave credits.
- c) Where an employee becomes eligible for bereavement leave, while on approved vacation, the employee shall be granted equivalent eligible vacation days off at the time mutually agreed to by the employee and the Board. Time off for bereavement must be supported by a copy of the death notice. These vacation days must be taken within one (1) calendar year.

16.03

**Jury Duty or Subpoena**

- a) An employee who is required to be absent from work because of jury duty or subpoena shall not be subject to loss of payment of salary or deduction from sick leave credits providing:
  - The employee presents proof of summons or subpoena.
  - The employee who is on jury duty tenders all monies received from the courts to the Board, less such amounts as are intended for mileage, meals and other stated expenses;
  - The employee who is subpoenaed is not a party to the court action.

**Quarantine**

- b) An employee who is quarantined (as defined by the Medical Officer of Health) shall be granted paid leave of absence without loss of seniority or deduction from sick leave credits for the duration of the quarantine, provided the employee provides proof of the quarantine declaration.

16.04

**Pregnancy and Parental Leave**

Pregnancy and Parental Leave shall be granted in accordance with the Employment Standards Act.

An employee must:

- a) pay the employee's contributions for benefits, if any, in advance of commencing such leaves in order to maintain benefit coverage during pregnancy/parental leave or
- b) provide the Board with written notice that the employee does not intend to pay the employee's contributions, if any, in advance of commencing such leaves.

Upon request, an extension of up to one (1) year shall be granted to any employee who is entitled to statutory pregnancy/parental leave. Upon return to employment, the employee shall be returned to a position for which the employee is qualified, at the same level as the position held prior to the leave.

Where an employee officially adopts a child, parental leave of absence will be granted in accordance with the Employment Standards Act.

**16.05 Paternity Leave**

The Board shall grant an employee a paternity leave of four (4) days with full salary and benefits for the birth or adoption of **their** child. Such paternity leave may be taken within the period one (1) month prior or one (1) month after the birth or adoption of the child.

**16.06 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 immediately following the birth of their 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 their child, whichever is less.**
- f) **Employees not defined above have no entitlement to the benefits outlined in this article.**

**16.07 Short-Term Paid Leaves**

**A maximum of five (5) days per school year shall be granted for emergency leave without loss of salary and without deduction from sick leave.**

**16.08 Indigenous Leave**

**The five (5) short term paid leave days may also be used to allow Indigenous employees paid leave for the following purposes:**

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

**16.09 Union Business**

Upon ten (10) working days advance written notice by the local Union, the Employer shall grant a leave of absence to a maximum of six (6) employees (or more with Board approval) to any member of the bargaining unit who is required to attend to Union business not covered by Article 1.07, providing such leave or leaves do not unduly interfere with the Employer's operations. The local Union shall reimburse the Board for the salary involved.

**16.10 President's Leave**

At the request of the Union, provided three (3) weeks advance written notice is provided to the Superintendent of Human Resources & Employee Relations, the Board shall grant the President of the Union a leave of absence with pay for the duration of the President's term of office, or any lesser period which may be requested by the Union, provided that the Union reimburses the Board for the salary, statutory benefits (excluding extended health benefits) and LTD premium involved. The President shall be deemed to be a twelve (12) month Employee and entitled to all rights and benefits as per the Collective Agreement. Upon completion of the President's leave, the employee shall be returned to **their** previous assignment. Regardless of the length of the President's leave, full seniority rights shall be granted.

**16.11 Union Executive Leave**

At the request of the Union, provided three (3) weeks advanced written notice is provided to the Superintendent of Human Resources & Employee Relations, the Board shall grant up to two (2) additional member of the Executive of the Union,

beyond the President, a leave of absence with pay for the duration of term of office, provided that the Union reimburses the Board for salary, statutory benefits (excluding extended health benefits) and LTD premium involved. Upon completion of the leave, the Employee shall be returned to their previous position. Regardless of the length of the leave, full seniority rights shall be granted.

**16.12 Education Leave**

At the discretion of the Board, an Employee may be granted an Education Leave of Absence without pay or benefits for up to one (1) year. A written application for leave shall be made to the Superintendent of Human Resources & Employee Relations or designate at least four (4) months prior to the proposed commencement of the leave. For ten (10) month employees, it is preferable that any leave granted commence at the beginning of, and terminate at the end of, a school term.

For a leave of less than four (4) months, the employee shall be returned to **their** previous assignment; for a leave of greater than four (4) months, the employee shall be returned to a position at the same level as the position held prior to the leave. Regardless of the length of the Education Leave, full seniority rights shall be maintained.

**16.13 Other Union Leaves**

When an employee is elected or appointed to a full-time position or office within a municipal, Provincial or Federal labour organization with which the Union is affiliated, the Union shall submit a request for leave of absence on behalf of the Employee concerned to the Superintendent of Human Resources & Employee Relations. Such leave of absence shall be granted, provided that such leave involves no cost to the Board and provided further that upon expiration of the term of office, the Employee shall be returned to their former position, or to a comparable position if such position does not exist.

**ARTICLE 17 – PENSION AND RETIREMENT POLICY**

**17.01 OMERS and CPP**

The Employer shall make the required contribution to the Ontario Municipal Employees' Retirement System on behalf of each employee enrolled in the pension plan, in accordance with the terms and conditions of the Ontario Municipal Employees' Retirement System (OMERS). The Employer will make the required contributions to the Canada Pension Plan.

**ARTICLE 18 – EMPLOYEE HEALTH BENEFITS**

**18.01 Benefits and Contributions**

The Employee shall be entitled to benefits in accordance with the terms and conditions set out in each plan based upon full-time employment of employees eligible to enroll in such plans. The agreement to pay the cost of a group benefit in whole or in part, shall not be construed as an intention or obligation on the part of

the Board to pay or provide the benefits under any such plan to any Employee should any insurer fail or refuse to provide same, in whole or in part.

- a) The Employer shall assume single benefit coverage for semi-private and major medical for all full-time employees unless otherwise directed. Single dental coverage, basic life insurance and Long Term Disability are mandatory and all full-time employees must carry these benefits.
- b) The Employer shall assume one-half (1/2) of the under-noted percentage premium costs for all part-time employees who elect to join semi-private, major medical and dental coverage. Basic life Insurance and Long Term Disability plans are mandatory and all part-time employees must carry these benefits.

Actual benefit coverage will commence on the date upon which the Benefits Department receives the complete and fully executed documentation package.

- c) Probationary employees shall be covered under the applicable employee benefit plans in accordance with eligibility specified in the respective plans.

The Employer shall contribute the following proportion of premiums.

- a) Semi-Private Hospital coverage...100% of required premium.
- b) Effective September 1, 2008 – December 31, 2008  
Major Medical Plan with extension to cover: eyeglasses \$200, hearing aids \$500 every five years, Chiropractic coverage maximum \$225 per person beyond government plan, and Health Care Outside Canada. Deductible \$10 single, \$20 family.....90% of required premium.

Effective January 1, 2009

Major Medical Plan with extension to cover: eyeglasses \$200, hearing aids \$2,000 every five years, Chiropractic coverage maximum \$225 per person beyond government plan, and Health Care Outside Canada. Deductible \$10 single, \$20 family.....90% of required premium

- c) Group Life Insurance - \$10,000 basic life insurance coverage .....100% required premium. Additional optional Life Insurance coverage at 3 X annual salary.....80% of required premium
- d) Dental Plan II based on current O.D.A. Fee Guide.....90% of required premium. Maximum Orthodontic \$3000. Maximum Individual Dental \$2000. 79
- e) Long Term Disability  
For eligible employees as defined by the Plan, the Board shall pay 100% of the required premiums for the group Long Term Disability (LTD) Plan. Employees who are absent for seventy-five (75) working days of continuous disability or

who are on an approved vocational rehabilitation plan, and cannot sustain full hours at work must apply for Long Term Disability benefits and, if the employee is eligible, will begin on the 76th day of absence.

- f) Excluding employees on Long Term Disability (LTD), an employee granted leave of two consecutive years or longer may, subject to the consent of the carrier, continue to be covered by any of the benefit plans referred to in this article.

Employees who have made application for Long Term Disability and who have not been granted LTD benefits on the 76th day of illness shall continue to receive a salary of seventy (70) percent of wages, deducted from sick leave credits.

- g) Upon approval of Long Term Disability benefits, an employee must reimburse the Employer for any salary paid after the 75th day of disability. Upon reimbursing the Employer for the monies owed, the appropriate number of sick leave credits shall be reinstated to the employee.

18.02 **Right to Change Carriers**

The Employer reserves the right to change employee benefits insurers or carriers at any time, providing that the benefits are equal or better. The Employer will provide the Union with a copy of the new Master Benefit Plan, when revised.

18.03 **Conditions of Employment**

Long Term Disability Plan

All present and newly-hired employees shall be covered by the Long Term Disability Plan if they are eligible as defined by the Plan.

- 18.04 For the purposes of eligibility for benefits coverage under Article 18.01 (a), (b), (d), an employee's "family" shall include any unmarried children in regular, full-time attendance at a bona fide educational institution, who are dependent upon the employee for support and who are under the age of twenty-five (25).

- 18.05 Subject to and in accordance with the conditions for eligibility as defined by the Plan, the Board shall make available through its insurers optional life insurance coverage for dependent spouses and dependent children (including children who would qualify under Article 18.04) of employees. The following conditions shall apply to such insurance:

- (i) Such insurance shall be available in units of \$10,000 to a maximum of ten (10) units.
- (ii) The employee shall pay the full cost of such insurance and shall pay the premium by means of bi-weekly payroll deduction.

- 18.06 Ontario Health Insurance Plan coverage is paid 100% by the Board through contributions to the Employer Health Tax.

## **ARTICLE 19 – WAGES AND ALLOWANCES**

### **19.01 Method of Payment**

Employees shall be paid bi-weekly by direct deposit, on Thursdays, in accordance with Schedule "A" which is attached and forms a part of this Agreement.

Payment information shall be maintained in the Employee Portal which can be printed by the employee. However, upon written request by the employee on an annual basis, the Board shall provide to the employee a written copy of the bi-weekly pay stub maintained in the Employee Portal.

### **19.02 Authorized Use of Personal Automobiles**

Where employees are required to use their vehicle for authorized business of the Employer, they shall be reimbursed at the following rate: Canada Revenue Agency (CRA) per kilometer rate for travel. Mileage shall be calculated from the first work assignment and end at the last work assignment of each day.

### **19.03 Job Evaluation and Pay Equity**

**The Board and the Union are committed to the process of Job Evaluation and ensuring compliance with the Pay Equity Act.**

#### **New or Changed Classifications**

Pay rates for each job classification are set out in Schedule "A". Job classifications are set out in Schedule "B".

**The Board shall prepare a new job description whenever a job is created or a revised job description whenever the duties of a job change significantly, as determined by the Board.**

The Employer and the Union shall jointly review the existing job evaluation process.

### **19.04 Rate of Pay Following Promotion, Demotion or Transfer**

- a) Employees transferred laterally, will maintain their experience level.
- b) Employees transferring to a position with a higher classification level will be paid at the pay rate in the new level that is next higher to **their** old pay rate. Employees who are due to receive an incremental increase within two (2) weeks, and are transferred to a position with a higher classification level, will be paid at the pay rate in the new level that is next higher to the incremental rate that was due. Should an employee be appointed to a permanent position at a higher classification, any previous experience at the same level and job classification shall count towards placement on the grid, provided no more than six months have elapsed since the last such employment.
- c) Employees moving down one (1) or more levels due to layoff or by personal choice will be paid at the same experience rate in the new pay level.

- d) Following promotion or transfer, anniversary increments will be paid according to the experience accumulated in the new level as set out in Schedule "A".
- e) Employees whose positions are reclassified upwards shall retain the same experience level for pay purposes.

**19.05 Experience Allowance Upon Hire**

The Employer may grant an experience allowance to a newly hired employee with previous secretarial or other pertinent experience to a maximum of the six (6) month step of the salary range, provided no more than six (6) months have elapsed since the last such employment.

**19.06 Education Allowance**

In order to qualify for course reimbursement, an employee must be requested to take a course by the Superintendent in charge and have the approval of the Director.

**19.07 Payment for Acting Personnel**

When a seniority employee temporarily replaces a higher paid seniority employee for not less than four (4) consecutive working days, the temporary replacement will be paid at the next higher pay rate in the temporary level.

Employees who are temporarily placed in acting assignments shall be permitted to advance up to the 6-month step on the salary grid (Schedule "A"), should such an assignment continue longer than six (6) months. No further progression shall be allowed for the remainder of the acting assignment.

**ARTICLE 20 – GENERAL CONDITIONS**

**20.01 Union Bulletin Board**

The Employer shall provide a Notice Board at all locations where Bargaining Unit Employees work. The Union shall have the right to post notice of regular membership meetings and such other notices as may be of interest to the Employees. These boards will be located in areas that are highly visible to Employees. It is understood that posted notices will be factual in content.

**20.02 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the terms and conditions of this Agreement, and the rights and duties under it. For this reason, the Board shall post a copy of the collective agreement on DP24 and issue a printed copy of the Agreement to each employee. The cost of all copies shall be shared equally between the parties. It is understood that the Agreement will be printed in a Union shop.

**20.03 Correspondence**

All correspondence between the Parties arising out of this Agreement or incidental thereto shall pass to and from the Superintendent of Human Resources & Employee

Relations on behalf of the Employer and the President of the Union, except where otherwise set out in this Agreement or specifically delegated in writing by either Party.

**20.04 Access to Records**

An Employee shall have access during normal business hours to **their** personnel file at the Catholic Education Centre upon prior written request to the Superintendent of Human Resources & Employee Relations, and in the presence of the Superintendent of Human Resources & Employee Relations or designate. If an Employee requests photocopies of documents in the Employee's file, the Board will provide such copies within three (3) working days.

**20.05 Letters of Intent**

All Letters of Intent entered into during the term of this Agreement shall form part of this Agreement for the duration of the Agreement.

**20.06 Job Classification Schedule**

Job Classification lists will be provided to the Union Executive upon request to the Superintendent of Human Resources & Employee Relations or designate by the Union President.

**20.07** The Employer agrees to provide a minimum of two (2) staff members in the school on Professional Activity Days.

**20.08 School Secretary Absence**

If a secretary is absent from school due to illness, the Principal must request the assignment of a temporary replacement through the office of the Family of Schools Superintendent.

Every effort will be made to replace the school secretary in a single secretary school, who is absent due to illness on an instructional day.

**20.09 Health and Medical Procedures**

Employees covered by the terms of this Collective Agreement shall not be expected nor required to provide health support services or administer oral medication. The employer will annually distribute an electronic reminder to Administration and to school secretarial staff prior to school start-up setting out the protocol for the dispensation of oral medication to students.

**20.10 Harassment/Sexual Harassment**

The Board recognizes that the inherent right of all individuals to be treated with dignity and respect is central to Catholic values and Christian beliefs. As a Catholic educational community it is committed to the creation of a working environment which fosters mutual respect for the dignity and well being of all employees and recognizes that every employee has a fundamental right to a workplace free from harassment.

Harassment may include incidents involving unwelcome behaviour which **they** know or should know is unwelcome and includes, but is not limited to:

- Unwanted comments, conduct, suggestions or interference
- Various forms of intimidation and aggressive behaviour
- Verbal and emotional abuse
- Withholding of information necessary to perform one's duties
- "Bullying" – which is an attempt to undermine an individual through criticism, intimidation, hostile verbal and non-verbal communication and interfering actions
- Abuse of position/authority – this does not include the normal exercise of supervisory responsibilities, including direction, counselling and discipline when necessary
- Jokes, name-calling or displaying material (e.g. posters, cartoons) which demean, embarrass, or humiliate

Sexual harassment may include incidents involving unwelcome sexual comment or conduct that intimidates, demeans or offends an individual and includes, but is not limited to:

- Unwelcome sexual innuendo
- Unwelcome sexual advances
- Inappropriate body contact
- Request for sexual favours
- Display of exploitive material
- Leering
- Unwelcome questions or comments about a person's sexual life
- Unwelcome comments on a person's sexual attractiveness or unattractiveness.

It is understood that incidents involving alleged harassment or sexual harassment, shall be dealt with in accordance with GAP 305, prior to being the subject of a grievance.

#### **20.11 Assault**

The Board and all employees recognize that every employee has the right to freedom from assault in the workplace. The policy statements of the Board on Safe Schools shall apply to all employees covered by this Collective Agreement.

#### **20.12 Health and Safety**

The health and safety of its employees and students is a matter of paramount importance to the Board. In recognition of that fact and consistent with the Occupational Health and Safety Act, the Board shall take all reasonable precautions to protect the health and safety of its employees and students.

**20.13 Electronic Communication**

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

**ARTICLE 21 – SCHOOL YEAR EMPLOYMENT**

**21.01 School Year Employment**

It is agreed that the Employer may hire, promote and on a voluntary basis, transfer employees into certain positions that will be considered "school year employment". The school year shall be considered to be ten (10) months plus up to four (4) weeks.

For 10-month school-based secretarial staff, the school year shall be considered to be ten (10) months plus up to three (3) weeks. In addition, school-based secretarial staff must work the five (5) days in the week immediately prior to the commencement of the following school year.

School-year positions shall be subject to the Collective Agreement with the following additional special conditions:

**21.02 Vacations**

Vacation pay entitlement shall be added to each regular pay.

Up to two (2) years	-	four (4) percent annually
After two (2) years	-	six (6) percent annually
After ten (10) years	-	eight (8) percent annually
After twenty (20) years	-	ten (10) percent annually

**21.03 Work Year**

The normal work year shall be the school year as provided in the Education Act. Employees who work more than the school year shall be paid the respective daily rate. Such additional periods worked shall not be considered overtime as defined in Article 12.02.

**21.04 Paid Holidays**

The annual salary includes payment for the paid holidays listed in Article 13 with the exception of Canada Day, and Civic Holiday.

**21.05 Other Exclusions**

Collective Agreement Articles 13.03, 14.01 and 14.02 are not applicable to school year employment.

**21.06** The Employer agrees that by June 1<sup>st</sup> of each year, it will declare to Bargaining Unit members and the Union, all known summer assignments available that would otherwise be covered by a temporary worker.

## **ARTICLE 22 – TERM OF AGREEMENT**

### **22.01 Effective Term**

This Agreement comes into force from the 1<sup>st</sup> day of September 2022 and shall remain in full force and effect until the 31<sup>st</sup> day of August 2026, and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing not more than four (4) calendar months and not less than one (1) calendar month prior to the date of its termination of its desire to terminate or amend this Agreement.

### **22.02 Negotiations**

Following receipt of the notice set out in Article 23.01 above, the Parties shall meet within twenty (20) working days or a mutually agreed upon date, and every effort will be made to negotiate in good faith.

### **22.03**

The Board will provide the Union with a scattergram by March 15<sup>th</sup> of the year that the Collective Agreement expires, indicating the number of employees at each experience level on the grid, and the benefits received by the employees.

These figures will be used in calculating the base costs for the subsequent collective agreement.

**SALARY SCHEDULE "A"**

**September 1, 2022**

<b>Levels</b>	<b>Basic</b>	<b>6 Mths</b>	<b>1 Year</b>	<b>2 Years</b>
1	\$718.17	\$752.33	\$788.21	\$825.91
2	\$771.07	\$807.86	\$846.51	\$886.99
3	\$835.31	\$875.33	\$917.36	\$961.55
4	\$894.74	\$937.72	\$982.85	\$1,030.34
5	\$963.59	\$1,010.00	\$1,058.79	\$1,110.07
6	\$1,038.55	\$1,088.74	\$1,141.39	\$1,196.91
7	\$1,118.51	\$1,172.62	\$1,229.53	\$1,289.50
*	\$1,196.92	\$1,251.08	\$1,307.96	\$1,360.47

**September 1, 2023**

<b>Levels</b>	<b>Basic</b>	<b>6 Mths</b>	<b>1 Year</b>	<b>2 Years</b>
1	\$753.17	\$787.33	\$823.21	\$860.91
2	\$806.07	\$842.86	\$881.51	\$921.99
3	\$870.31	\$910.33	\$952.36	\$996.55
4	\$929.74	\$972.72	\$1,017.85	\$1,065.34
5	\$998.59	\$1,045.00	\$1,093.79	\$1,145.07
6	\$1,073.55	\$1,123.74	\$1,176.39	\$1,231.91
7	\$1,153.51	\$1,207.62	\$1,264.53	\$1,324.50
*	\$1,231.92	\$1,286.08	\$1,342.96	\$1,395.47

**September 1, 2024**

<b>Levels</b>	<b>Basic</b>	<b>6 Mths</b>	<b>1 Year</b>	<b>2 Years</b>
1	\$788.17	\$822.33	\$858.21	\$895.91
2	\$841.07	\$877.86	\$916.51	\$956.99
3	\$905.31	\$945.33	\$987.36	\$1,031.55
4	\$964.74	\$1,007.72	\$1,052.85	\$1,100.34
5	\$1,033.59	\$1,080.00	\$1,128.79	\$1,180.07
6	\$1,108.55	\$1,158.74	\$1,211.39	\$1,266.91
7	\$1,188.51	\$1,242.62	\$1,299.53	\$1,359.50
*	\$1,266.92	\$1,321.08	\$1,377.96	\$1,430.47

**September 1, 2025**

<b>Levels</b>	<b>Basic</b>	<b>6 Mths</b>	<b>1 Year</b>	<b>2 Years</b>
1	\$823.17	\$857.33	\$893.21	\$930.91

2	\$876.07	\$912.86	\$951.51	\$991.99
3	\$940.31	\$980.33	\$1,022.36	\$1,066.55
4	\$999.74	\$1,042.72	\$1,087.85	\$1,135.34
5	\$1,068.59	\$1,115.00	\$1,163.79	\$1,215.07
6	\$1,143.55	\$1,193.74	\$1,246.39	\$1,301.91
7	\$1,223.51	\$1,277.62	\$1,334.53	\$1,394.50
*	\$1,301.92	\$1,356.08	\$1,412.96	\$1,465.47

**\* Indicates Buyer position**

**NOTE 1**

If written notice is given that the required satisfactory merit improvement qualification has not been met, increases will be withheld pending attaining such required qualification. The withholding of a merit increment or economic adjustment is grievable.

## JOB CLASSIFICATION SCHEDULE "B"

*\* Italicized items indicate titles or positions no longer in effect*

### **Job Classification LEVEL 1**

### **Job Classification LEVEL 2**

Mail Room Clerk

*Mail Room Clerk/Relief Receptionist*

*Print Room Clerk*

Clerk, Summer School

### **Job Classification LEVEL 3**

*Boardwide Forms Clerk, Printing Department*

Junior Audio Visual Technician

Reception/Switchboard Operator– C.E.C.

Reception/Switchboard Operator– Keaton Centre

### **Job Classification LEVEL 4**

Assistant Secretary – Elementary Schools

*Assistant Secretary – Secondary Schools*

**Assistant Secretary – Attendance/Guidance**

Assistant Secretary/Reception, Continuing Education

**Clerk, Night School**

*Library Secretary – Secondary Schools*

**Secondary School Clerk**

### **Job Classification LEVEL 5**

*Academic and Pastoral Secretary, Religious Education/Family Life*

*Accounting Clerk*

Accounts Payable Clerk

Attendance Secretary

*Bilingual, Personnel Assistant, Teacher Personnel Department*

Clerk, Plant

Community Use of Schools Outreach Assistant

Expeditor, Supply Chain Management

Library Floater – Elementary Schools

Media Library Technician

Permits Clerk

*Print Room Operator*

Resource Secretary, Child and Youth Work– Program Department

Resource Secretary, Curriculum

Resource Secretary, Family of Schools

Secretary, Budget

Secretary, Construction I

Secretary, Health & Safety Department

Secretary, Night School  
Secretary, Planning Department  
Secretary, Plant Department  
Secretary, Special Education Equipment  
Secretary, Summer School  
Secretary, Transportation Department  
Security Department **Secretary**  
**Transportation Financial Clerk**

**Job Classification LEVEL 6**

*Assistant, Teacher Performance Appraisal, Learning Plans*  
Bilingual Program Secretary  
Field Technician  
*Grants Clerk*  
Guidance Secretary- Secondary Schools  
Junior Buyer, Supply Chain Management  
Library Resource Specialist  
Library Technician  
Media Technician  
*Offset Press Operator*  
Payroll Clerk  
Personnel Assistant, Teacher Personnel Department  
Secretary, Program – Program Department  
Secretary, Adult Faith Development/Formation  
*Secretary, Alternative Education Programs/Student Services*  
Secretary, Construction Department  
*Secretary, Corporate Services Training and Special Projects*  
Secretary, Design Department  
Secretary, Maintenance Services  
Secretary, Program and Newcomer Reception and Assessment Centres  
Secretary to Chief of Service, Psychology – Program Department  
Secretary to Chief of Service, Social Work – Program Department  
Secretary to Chief of Service, Speech/Hearing/Vision – Program Department  
Secretary, Staff Development – Program Department  
Secretary, Media & Professional Services  
Secretary to Principal, Special Education– Program Department  
Service Representative, Admissions  
Storekeeper, Plant Department  
**Student Information Support Specialist**

**Job Classification LEVEL 7**

Area Coordinator, Transportation Department  
**Business Solutions Specialist**  
Buyer, Supply Chain Management  
*Computer Operator, Information Technology Department*

Data Centre Operations Technician

Head Secretary – Elementary Schools

Head Secretary – Secondary Schools

**Office School Support**

OnSIS Enrolment Specialist

*Payroll / Document Imaging Clerk*

Secretary, Adult and Continuing Education, General Interest

Secretary, Alternative Education

Secretary, Continuing Education, International Languages

Secretary Program, Successful Pathways

Secretary to Principal, Continuing Education– Adult Education/ESL

Secretary to Principal, Continuing Education– Night/Summer School

Secretary to Principal of Adult & Continuing Education

**Secretary to Principal of Equity**

*Senior Audio Visual Technician, Media & Professional Services*

Senior Clerk, Accounting Department

*Senior Clerk, Admissions/Assessment Services Department*

Senior Clerk, Payroll Department

**Service Desk Analyst**

Technical Support Specialist

**Telecom and Network Technician**

## LETTER OF UNDERSTANDING #1

### Re: Contracting Out

The Union has raised concerns regarding contracting out. The Board agrees that it will discuss, with the Union, any future contracting out that would result in the displacement of CUPE Local 2026 members before any final decision is made by the Board. These discussions will take place through an Ad Hoc Committee comprised of up to three (3) representatives of the Employer and three (3) representatives of the Union, plus appropriate resources, at time to be determined by the Employer.

The recommendations of this Ad Hoc Committee will be considered by the Board before any final decision is made by the Board.

## LETTER OF UNDERSTANDING #2

### Re: Job Evaluation/Terms of Reference/Maintenance Tool

The parties will meet to finalize the Job Evaluation tool and the Job Evaluation Terms of Reference within **ninety (90)** days of the **ratification of the Collective Agreement**, or at a time otherwise agreed to by the parties.

## LETTER OF UNDERSTANDING #3

### Re: Training Committee

The parties agree that a **Training** Committee comprised of **up to** three (3) representatives of the Union and **up to** three (3) representatives of the Employer, will meet to discuss professional development activities for members of CUPE Local 2026, no later than sixty (60) days following the date of ratification, **and thereafter shall meet a maximum of twice per school year.**

The Committee will be responsible for reviewing the professional development and training **needs** that is in support of the Board's goals and directions for CUPE Local 2026 members, and report their **recommendations** to the Superintendent of Human Resources & Employee Relations.

## LETTER OF UNDERSTANDING #4

### Re: OMERS Contributory Earnings

The parties agree that this Letter of Understanding, which contains an excerpt only from the OMERS website regarding the definition of Contributory Earnings, is for information purposes only and is not grievable.

As a reference for Employees, the parties have agreed to include the current definition of contributory earnings under the OMERS Pension Plan, as amended from time to time. For more information, employees may access the OMERS website at: [www.omers.com](http://www.omers.com)

Definition of Contributory Earnings:

Contributory earnings must include all regular recurring earnings for all plan members including the following:

- 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 (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions).
- Market value adjustments (for example, 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 (for example, flight allowance, canine allowance).
- Pay for time off in lieu of overtime.
- Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option).
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority).
- 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, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service.
- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job.
- 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 (for example, educational or car allowance).
- Taxable premiums for life insurance.
- Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that 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 license 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 members pension will begin on the first day of the month following the revised retirement date.

#### **LETTER OF UNDERSTANDING #5**

##### **Re: Bumping: Surplus (Annual Process)**

**This Letter of Understanding (LOU) is intended to compliment the current language in Article 7.04 and Article 7.05 of Part B of the Collective Agreement between the parties. For greater clarity, it does not replace the language in Article 7.05, and is applicable to school-based positions only.**

**Where the Board must declare more than five (5) Full-time Equivalent (FTE) surplus in a job classification, the Board agrees to hold postings for the same job classification.**

**The Board will begin holding postings as of April 1<sup>st</sup>. Any positions for the same job classification that become vacant from April 1<sup>st</sup>, will be held for the surplus process in June.**

**The most junior incumbents in the job classification equivalent to the number of FTE being declared surplus will be notified that they may be affected.**

**In the event that there are not enough vacancies for the surplus employees held from April 1<sup>st</sup>, the bumping process outlined in Article 7.05 will be triggered. For clarity, the most junior incumbents in the affected job classification will be utilized for bumping.**

**Surplus employees will be invited to a meeting in seniority order, starting with the most senior affected employee, to select a position from the list of available positions. Available positions include held vacancies and positions occupied by the most junior incumbents (if necessary), totaling the number of positions to be surplus.**

**If five (5) or fewer FTE are to be declared surplus, the terms of Article 7.05 shall apply as written.**

**This LOU shall expire on August 31, 2026, and shall have no further force and affect as of the date of expiration.**

## LETTER OF INTENT #1

### **Re: Elementary Secretarial Staffing Ratio**

Given the Board's current deficit financial situation, the Board shall staff the elementary and secondary school offices at the following staffing ratios until September 30, 2009:

#### Elementary Secretarial Staffing Ratio

<u>Student Enrollment</u>	<u>FTE</u>
Less than 500	1.0 secretaries
501 – 750	1.5 secretaries
751 +	2.0 secretaries

#### Secondary Secretarial Staffing Ratio

<u>Student Enrollment</u>	<u>FTE</u>
Less than 700	3.0 secretaries
701 – 1000	4.0 secretaries
1001 – 1500	5.0 secretaries
1500 +	6.0 secretaries

## APPENDIX "A": CASUAL SUPPORT STAFF

Casual Support Staff shall only be subject to those sections contained within the following Articles of the Collective Agreement that specifically relate to them:

- Part A: Central Terms
- Preamble
- Article 1 – Recognition
- Article 2 – Management Rights
- Article 3 – Union Security
- Article 4 – No Discrimination
- Article 5 – Union Representation
- Article 6 – No Strikes – No Lockouts
- Article 23 – Term of Agreement

No other terms or conditions of this Collective Agreement shall apply to Casual Support Staff.

Casual Support Staff are those employed on a temporary day-to-day or intermittent basis or for more than twelve (12) days of continuous employment in the same assignment for the same absence.

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### 1. HOURLY RATE OF PAY

Casual Support Staff are paid the following hourly rate for approved hours worked for all assignments:

**\$20.52**

Rates will be increased as follows: i) **\$21.52 on September 1, 2023**; ii) **\$22.52 on September 1, 2024**; and **\$23.52 on September 1, 2025**.

### 2. WORKPLACE SAFETY AND INSURANCE BOARD

When an Employee is awarded Workplace Safety and Insurance Board benefits, the Employee shall receive the amount of monies **they** would be eligible for, directly from the Workplace Safety and Insurance Board.

### 3. CASUAL SUPPORT STAFF LIST

- a. If a Casual Support Staff is unable to get to the school for an accepted assignment and/or will be late due to unforeseen circumstances, **they** will make every effort to contact the school to advise the office staff of the situation.
- b. A Casual Support Staff who is not available to work on any given day(s), must report **themselves** as unavailable on the Board dispatch system (WebTRACS).

#### **4. PERSONAL INFORMATION**

Casual Support Staff are required to provide the Manager of Support Services in writing as soon as possible, with current personal information including name, address and telephone number(s).

#### **5. ALLOCATION OF LONG-TERM CONTRACTS**

Casual Support Staff may be considered for Long Term Assignments that become available during the school year. Consideration will be given to Casual Support Staff who have the skills, knowledge, training, competence, experience and overall suitability to do the job.

#### **6. PAID HOLIDAYS**

Casual Support Staff will be entitled to paid holidays as per the *Employment Standards Act (ESA)*, as amended.