

COLLECTIVE AGREEMENT

BETWEEN



**ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT
SCHOOL BOARD (“the Board”)**

AND



**CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT’S LOCAL 1479-1 (“the Union”)**

SEPTEMBER 1, 2022 TO AUGUST 31, 2026

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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

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

- a. Notice of the dispute shall include the following:
 - i. Any central provision of the collective agreement alleged to have been violated.
 - ii. The provision of any statute, regulation, policy, guideline, or directive at issue.

- iii. A comprehensive statement of any relevant facts.
- iv. The remedy requested.

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation /Expedited Meditation

- a. The central parties may, on mutual agreement, request the assistance of a mediator.
- b. Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.

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

C4.16 Arbitration

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, “Written Briefs”, “Will Say Statements” “Agreed Statement of Facts” and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #7. 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) months 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%.

I) 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

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - MEDICAL CERTIFICATE

PART 1

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

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

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

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 yyyy

for my absence starting on the

_____ dd mm yyyy

Signature

Date

Dear Health Care Professional, please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.

Please return the completed form to the attention of:

Employee ID:	Telephone No:	
Employee Address:	Work Location:	
Health Care Professional: The following information should be completed by the Health Care Professional		
First Day of Absence:		
General Nature of Illness* (<i>please do not include diagnosis</i>):		
Date of Assessment: dd mm yyyy	No limitations and/or restrictions <input type="checkbox"/> Return to work date: dd mm yyyy For limitations and restrictions, please complete Part 2.	
Health Care Professional, please complete the confirmation and attestation in Part 3		

PART 2 – Physical and/or Cognitive Abilities

Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings. *(please complete all that is applicable)*

PHYSICAL (if applicable)

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

COGNITIVE (if applicable)

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

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

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

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

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

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

Have you discussed return to work with your patient?

☐ Yes ☐ No

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

☐ Regular full time hours ☐ Modified hours
☐ Graduated hours

Start Date: **dd mm yyyy**

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

Has a referral to another Health Care Professional been made?

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

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

☐ Yes ☐ No

Please check one:

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

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

PART 3 – Confirmation and Attestation

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

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

Completing Health Care Professional Name:
(Please Print)

Date:

Telephone Number:

Signature:

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues:

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

The parties agree that the issue of short-term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year. Short-term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. MEMBERSHIP

The Committee shall include nine (9) members - five (5) representatives from CUPE/SCFP and four (4) representatives from the CTA. Up to two (2) advisors from the Ministry of Education shall act in a resource capacity to the committee. Other persons may attend meetings in order to provide support and resources as mutually agreed. Up to one (1) representative from each of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

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

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING # 10

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives Committee

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

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leave

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

LETTER OF AGREEMENT # 13

BETWEEN

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

and

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

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

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

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

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

The task force will:

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

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

CUPE: PART B – LOCAL TERMS

Article 1 – Preamble and Purpose

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Board and its employees, to provide the means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to its provision.

Without restricting the generality of the foregoing, it is the intention of the parties to:

- (a) maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and conciliation in all matters pertaining to working conditions, employment, and the providing of services;
- (c) to encourage efficiency in operations;
- (d) to promote the morale, well being and security of all employees of the Board in the Union.

Article 2 – Recognition

2.01 The Board recognizes the Union as the sole bargaining agent for the following employees: all full-time, part-time and temporary School or Office Secretaries, Office Clerical and Reception staff, Technical staff, Educational Assistants, Learning Resources Assistants, Maintenance, Service, Plant Operations and Custodial staff, Caretakers, Youth Workers, and Finance & Budget Officer, save and except Managers, Supervisors and any positions above the rank of Manager or Supervisors, Controller of Plant & Planning Services, Purchasing Officer, Senior Secretaries, Human Resources Secretaries, Pastoral Care and Diagnostic staff.

2.02 It is understood and agreed that some of the provisions of this Agreement do not apply to both full-time and part-time employees. Where an Article or clause is not specifically made applicable to full-time or part-time employees only, it is deemed to apply to all employees.

2.03 The Board, the Union and all employees of the bargaining unit agree that there shall not be any private arrangements which are inconsistent with provisions of this Collective Agreement.

- 2.04 Part-time employees' entitlement to paid leaves of absence, vacation, sick leave, and holiday pay, shall be equal to the proportion that their regular hours of work bear to the normal scheduled hours of work for full time employees for that job classification, as provided in Article 17.

Article 3 – Management Functions

- 3.01 The Union acknowledges that it is exclusively the function of the Board to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees subject to the provisions of this Agreement provided that a claim of discriminatory promotion, demotion or lay-off or that an employee has been suspended or discharged without just cause may be treated as a grievance as provided under the Grievance Procedure;
 - (c) maintain and enforce rules and regulations governing the conduct of the employees and to establish fair and reasonable standards of performance for employees; and
 - (d) generally to manage the Board and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Board's operation not otherwise specifically dealt with elsewhere in this Agreement.
- 3.02 The Board agrees that these functions shall only be exercised in a manner consistent with the provisions of this Agreement.

Article 4 – Strike or Lockout

- 4.01 The Board agrees that there will be no lockout of employees and the Union agrees that there will be no strike. The words "strike" and "lockout" shall bear the meaning given them in the current Ontario Labour Relations Act and the School Boards Collective Bargaining Act, 2014.

Article 5 – Relationship

- 5.01 The Board and the Union agree that there will be no discrimination contrary to the Ontario Human Rights Code, as amended, or discrimination by reason of membership or activity in the Union.
- 5.02 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Board by any of its members or by representatives of the Union. The Union further agrees there will be no solicitation for the membership, collection of dues or other Union activity on

the premises of the Board during the employee's working time, except as specifically permitted by this Agreement.

- 5.03 The Algonquin and Lakeshore Catholic District School Board believes that the climate in the workplace must be one which recognizes and promotes a sense of dignity among all employees and encourages the development of an attitude of respect among employees and others associated formally and informally with the operation of the school system.

To this end, the Board has provided an administrative regulation that provides mechanisms and support for the investigation and resolution of workplace harassment complaints.

Under the Ontario Human Rights Code, harassment is defined as conduct or a vexatious course of conduct that includes, among other things, disparaging comments (e.g., inappropriate gender related comments), distribution of discriminatory materials, behaviour intended to incite hatred or other verbal or physical conduct of a nature which is known, or ought reasonably to have been known, to be unwelcome when such conduct involves any of the following prohibited grounds of discrimination:

- Age
- Ancestry, colour, race
- Citizenship
- Ethnic origin
- Place of origin
- Creed (religion)
- Disability
- Family Status
- Marital status (including single status)
- Gender identity, gender expression
- Record of offences (in employment only)
- Sex (including pregnancy and breastfeeding)
- Sexual orientation

Article 6 – Union Security

- 6.01 All present employees and all new employees shall have a deduction made from each pay to cover their monthly dues.
- 6.02 Deductions shall be forwarded by direct deposit within ten (10) working days of the last payroll date of each month, to an account designated by the Local Union. A report of same including a list of the names, their status as either full time or part time, or temporary, employee identification numbers, and the amount of dues

deducted from each employee shall be forwarded to the Secretary-Treasurer of the Local.

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

6.04 Union Orientation Sessions

(a) Potential Employees

During the interview process, the employer will advise potential employees that a union collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

(b) All members of the Union

All employees who are now members of the Union and all new employees covered by this collective agreement shall, as a condition of employment, become members of the Union. The Board will provide a copy of the collective agreement and the benefits package in effect to each new employee.

(c) Orientation Sessions

Where the employer conducts staff orientation sessions, the union will be provided a half (1/2) hour during such session to make a presentation about membership in the Union. The employer will leave the room during the union presentation. The union will provide the employer with copies of materials used in such session and will not disparage the employer during the presentation.

(d) Notification of New Hires

The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all employees hired into the bargaining unit prior to their first day of employment, where possible.

6.05 Lease-back Schools

The Board agrees that it will not enter into any lease agreement to construct a new school, that would include, as part of the lease arrangement, the performance of services of the nature currently performed by employees in the classifications covered by this agreement in any of the Board's schools or buildings.

- 6.06 In order to provide job security for the current members of the bargaining unit, the Board agrees that all work or services which are currently performed by bargaining unit employees shall not be subcontracted, transferred, leased, assigned, conveyed, privatized, in whole or in part, to any other plant, person, company, or non-bargaining unit employee. This paragraph will not operate so as to prohibit the contracting out of work or services of the same type performed by the current bargaining unit employees provided:

- (a) that such contracting out is in addition to the continued work of bargaining unit members;
- (b) that such contracting out is restricted to periods of peak demands.

Notwithstanding the provisions above the Board may contract out any construction, alteration, repair, or demolition of buildings, structures, or other facilities of the Board where a General Contractor is engaged or where the work to be performed is beyond the capability of the Board's internal resources in terms of tools, equipment, and human resources, etc.

- 6.07 The Board and the Union agree that all work and services currently contracted out or otherwise performed by persons other than bargaining unit members will be subject to an ongoing joint review to determine which work and services might be performed by members of the bargaining unit (contracting in).

Article 7 – Representation

- 7.01 The Board agrees to recognize a maximum of seven (7) Stewards, and a Chief Steward as designated by the Union. The Union will advise the Board of the names of its currently authorized representatives.
- 7.02 The Board will recognize a Grievance Committee composed of the President or their designate, the Chief Steward and the Steward involved in the grievance. An additional Steward may attend in exceptional circumstances and only upon mutual agreement of the parties.
- 7.03 The Union shall keep the Board notified in writing of the names of its currently authorized members of the Grievance Committee.
- 7.04 (a) It is understood that the Stewards, including Executive Members of the Local have their regular work to perform and that if it is necessary for them to contact employee(s) for union business, or service a grievance during working hours within the terms of this collective agreement, they will not leave their work without first obtaining the permission of their immediate supervisor. In obtaining such permission (which will not be unreasonably withheld), the Steward or Executive Member shall state their destination to their immediate supervisor and report again to them at the time of their return to work.
- (b) The parties agree that Stewards must make every effort to represent members by means of telephone or virtual platform prior to making a request to leave work as provided above.

- (c) To ensure that the foregoing can be effectively accomplished the Board agrees to endeavor that Stewards have confidential access to phone or computer, if available and that the member seeking representation is provided with similar confidential phone or computer, if available.
- (d) The Board agrees that members of the Grievance Committee, Executive Members or Stewards shall not suffer any loss in pay for time necessarily spent during regular working hours while processing grievances under the Grievance Procedures, up to and including Step No.2. The President of the Local or Designate and the grievor shall not suffer any loss of pay for attending Arbitration provided that it is not a case of discharge or suspension where the grievor is not presently at work in which case the grievor shall receive no payment for attending the Arbitration.
- (e) The Board will advise an employee in advance of a disciplinary interview and inform the employee of the right to have a union representative in attendance.

7.05 The Union will supply the Board with the names of its officers.

7.06 The Board will recognize a Bargaining Committee composed of seven (7) employees selected by the Union.

7.07 The Union shall have the right at any time to have the assistance of a National Representative of the Union when dealing with the Board. The assistance of the National Representative will not unreasonably delay any meetings.

Article 8 – Grievance Procedure

8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible.

Informal Stage

If an employee has a complaint, they shall discuss it with their immediate supervisor within twenty (20) working days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, which shall be consistent with the terms of this agreement, it may be then taken up as a grievance by the Union within five (5) working days following advice of the immediate supervisor's decision in the following manner and sequence.

Step No. 1:

The Union Representative and the employee shall present the written grievance to Human Resources. The grievance shall be in writing on a form as approved by the Union, and shall include the nature of the grievance and the remedy sought

and the grievor's signature where applicable. The Union will meet with Human Resources or their designate to discuss the grievance. Failing a settlement, Human Resources shall deliver their decision to the Union with a copy to the grievor in writing within ten (10) working days following the presentation of the grievance.

Step No. 2:

Then within ten (10) working days after the decision is given, the Union may advance the grievance to Step No.2 with the signature of the Chief Steward or President or Vice President. The Chief Steward, President or Vice-President and the Steward with the grievor in attendance, will meet with the Superintendent of Human Resources or their designate, to discuss the grievance. The Superintendent of Human Resources or their designate shall deliver their decision in writing to the Union within ten (10) working days following the meeting.

8.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty (30) working days after the decision under Step No. 2 is given, the grievance shall be deemed to have been settled or abandoned.

8.03 Where no answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.

8.04 **Group Grievances**

When two (2) or more employees wish to file a grievance arising from the same alleged violation of the Agreement, such grievance may be filed as a group grievance presented to the Employer at Step One (1) of the Grievance process within the timelines and the process set out therein.

8.05 **Policy Grievance/Employer Grievance**

It is agreed that a grievance arising directly between the Board and the Union shall be originated by either party under Step No. 2 and the time limits set out with respect to that Step shall appropriately apply. It is understood, however, that the provisions of this section may not be used in lieu of an individual grievance and that the regular grievance procedure shall not be thereby by-passed.

8.06 No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive prior to the date the grievance was formally discussed

or presented to the Employer under the Grievance Procedure except as to bookkeeping error involving an employee's wage.

8.07 Discharge Cases:

A claim by an employee who has completed their probationary period that they have been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Board at Step No. 2 within five (5) working days after the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Board's action in dismissing the employee;
- (b) by any other arrangement which may be deemed just and equitable.

8.08 Grievance regarding suspension, lay-off, recall, or promotion may be initiated at Step 2.

8.09 By mutual consent, the parties may agree to use the services of a mediator at any time in the grievance process. The grievance shall be put into abeyance to allow for the mediation process. The parties agree to share the cost of the mediation.

Article 9 – Arbitration

9.01 A party requesting that any matter be submitted to arbitration as herein before provided, shall make such request, in writing, addressed to the other party to this Agreement within the timelines referred to in Article 8.02.

9.02 The Union and the Employer shall agree on the selection of a sole arbitrator, failing which either party may request the appointment of a single arbitrator by the Minister of Labour for Ontario.

9.03 No matter shall be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

9.04 The sole arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add or amend any part of this Agreement. The parties will jointly bear the fees and expenses, if any, of the sole arbitrator.

9.05 The decision of the arbitrator shall be final and binding upon the parties and the employee(s) concerned.

9.06 The time limits fixed in both the Grievances and Arbitration procedures may be extended by consent of the parties to this Agreement.

9.07 Board of Arbitration

The employer and the Union may, by mutual agreement, substitute the sole arbitrator with a Board of Arbitration. The Board of Arbitration shall possess the same powers and be subject to the same limitations as the sole arbitrator. In addition, the following shall apply:

- (i) The party invoking the arbitration procedure will include the name of its nominee in the original request to submit the matter to arbitration. Within five (5) working days thereafter, the other party shall appoint a nominee; provided, however, that if such party fails to appoint a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure.
- (ii) The two nominees so appointed shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of seven (7) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial chairperson.
- (iii) Each of the parties hereto will bear the fees and expenses of the nominee appointed by it and the parties will jointly bear the fees and expenses, if any, of the Chairperson of the Arbitration Board.

Article 10 – Seniority

That a single seniority list as of January 1, 1998 will be established based on accumulated seniority for each member as of December 31, 1997.

Full-Time Employees

10.01 Seniority is defined as the length of continuous service with the existing Employer or a predecessor Separate School Board.

Seniority shall accumulate on the basis of the regular hours worked in relation to the normal full time hours for the position and prorating the annual service seniority credit accordingly.

10.02 An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall their name be placed on the seniority list, until after they have completed sixty (60) working days of employment with the

Board. Should the Board have concern for the applicant's ability to successfully complete the probationary period and wishes to extend said period, the Board will inform the employee and Union and may extend the probationary period upon mutual agreement. Such extension will not exceed an additional forty (40) working days. Upon completion of such probationary period, the employee's name shall be placed on the seniority list with seniority dating from the date they were hired by the Board. The dismissal of a probationary employee shall not be the subject of a grievance.

10.03 Notwithstanding Clause 10.04 of this Collective Agreement, a person shall lose all seniority and shall be deemed to have terminated employment with the Board if they:

- (a) voluntarily quits the employ of the Board; or
- (b) they are discharged and such discharge is not reversed through the Grievance Procedure; or
- (c) fails to report for work within ten (10) working days after being notified by registered mail by the Board to report for work, unless a satisfactory reason is given; or
- (d) is absent for three (3) consecutive working days unless a satisfactory reason is given; or
- (e) is absent due to lay-off for more than two (2) years; or
- (f) fails to return to work upon termination of an authorized leave of absence unless a satisfactory reason is given or utilizes a leave of absence for purposes other than those for which the leave of absence was granted, unless a satisfactory reason is given; or
- (g) after the expiry of Sick Leave/Short Term Disability Leave, if they are unable to work due to incapacity from illness or injury for a period exceeding two (2) years.

10.04 Seniority shall be maintained but shall not accumulate during leaves of absence for any reason in excess of three (3) months except in the case of Board approved Union leave, pregnancy leave, parental leave (including adoption leave), absence while in receipt of WSIB benefits, and absence while on LTD benefits during which time(s) seniority will accumulate.

10.05 No employee shall be transferred to a position outside the bargaining unit without their consent.

10.06 The Board shall notify the Union of the names and seniority dates of all new employees. The Board shall further notify the Union when a probationary employee has been terminated.

Part-Time Employees

- 10.07 Should a part-time employee, who has completed their probationary period, become a full-time employee, such employee shall be credited with seniority to be calculated in accordance with the number of hours worked by such part-time employee.
- 10.08 Part-time employees will be considered on probation until after they have completed the number of hours a full-time employee in the part-time employee's classification would have worked sixty 60 working days of employment with the Board. Should the Board have concern for the applicant's ability to successfully complete the probationary period and wishes to extend said period, the Board will inform the employee and Union and may extend the probationary period upon mutual agreement. Such extension will not exceed forty (40) working days. The Labour Relations doctrine of "just cause" does not apply to a probationary employee.
- 10.09 Twice per year, on or before April 30th and November 30th, the Board shall provide the Union with a complete seniority list consisting of all employees, including their classification seniority date, F.T.E. and service credit as of the previous March 31st and October 31st, respectively. The list is to be posted by the Board at each school, work location and the Board intranet.
- 10.10 Twice per year, on or before April 30th and November 30th, the Board will provide the Union with the following information concerning bargaining unit employees:
- a. Work location, where applicable
 - b. Job title/ Classification
 - c. Employment Status (i.e. Permanent, temporary, casual)
 - d. Current Status (i.e. Active (including paid leaves), Unpaid Leave, Pregnancy and/or Parental leave)
 - e. Hourly rate
 - f. Hours per week
 - g. Home Address
 - h. Home phone number and cell phone number, where available in HR payroll System; and
 - i. Work e-mail address and a personal e-mail, where available in HR payroll system.

Such list shall be in a format as may be agreed between the parties from time to time. The parties agree that the above may be modified to the extent required, by law.

- 10.11 Whenever seniority is a factor in this agreement (including for example but not limited to, promotions, transfers, lay-off) it is understood that seniority means the credit as of the first day of the month on which it is being applied.

10.12 When two (2) or more members of the Bargaining Unit have the same “seniority”, the Board will forward the names and addresses of the employees with their seniority rating to the Union. Two representatives from the Board and two representatives from the Union shall meet at a mutually agreeable time for the purpose of drawing the names of the employees by lot. (Both sides shall choose their respective representatives). The employee whose name is chosen earlier shall be deemed to have greater seniority. The Board shall advise the employees involved of the seniority rankings determined through this draw by letter.

Article 11 – Lay-Off and Recall

11.01 In cases of lay-off, employees shall be laid off in the reverse order of seniority, provided that employees being retained have the qualifications and ability to perform the work available.

Laid-off employees shall have the option of accepting a job vacancy in the same or lower classification that they currently hold to proceed with the “bumping” process. In accepting a job vacancy, the employee must have the qualifications and ability to perform the work. Positions relative to this Article shall not be posted until this process is complete.

Where it is necessary that “bumping” occur in order to comply with the foregoing, it is understood that every employee thereby displaced is then in turn entitled to exercise their seniority to bump, commonly referred to as chain bumping.

Employees shall be recalled in the order of seniority, provided they have the qualifications and ability to perform the work available.

In the event the Board intends to recall an employee out of order of seniority or to hire a new employee while employees are laid off, the Board agrees to notify senior employees who have not been recalled of the job vacancy or vacancies. Such notice shall be in writing by registered mail to the address of the employee as shown in the Board’s records.

Both the Union and the Board encourage employees to ensure that the Board has accurate and updated information with respect to previous work, experience, levels of education, diplomas, degrees, and courses taken so as to assist in the assessment of qualifications and abilities of employees.

11.02 The Employer shall notify employees who have completed their probationary period who are to be temporarily laid off as follows:

- (a) ten (10) working days’ notice to employees whose seniority as of the date of commencement of lay-off is less than one (1) year, or
- (b) twenty (20) working days’ notice to employees whose seniority as of the date of commencement of lay-off is one (1) year or more.

In the event of a proposed permanent lay-off due to a school closure or elimination of funding, the Employer shall:

- (c) provide the Union with no less than three (3) months written notice of the proposed lay-off or elimination of position; and
- (d) notify employees, who are to be laid off, three (3) months before the lay-off is to be effective.

11.03 If the employee laid off has not had the opportunity to work the full notice period to which they are entitled, they shall be paid in lieu of work for that period of the notice period during which work was not made available.

11.04 It is understood that those persons who are not scheduled to work during school vacation periods shall not be considered on lay-off for purposes of this Article.

11.05 The parties agree that a lay-off will be deemed to have occurred if the Employer, as a result of a shortage of work, reduces the regular scheduled hours of work of an employee.

11.06 It shall be the obligation of the employee to notify the Board of any changes of address. The Board shall be entitled to rely upon the last address furnished by the employee for all purposes.

Article 12 – Promotions and Transfers

12.01 (a) When a permanent job vacancy occurs or a new position is created, the Board shall post notice of the job vacancy for a period of five (5) working days (and forward a copy of the job posting to the Union President and a designate of the Union) before any such job is permanently filled, in order that all members will know about the position and have opportunity to make written application. Notices will be posted or delivered via email to worksite locations.

When a temporary vacancy which is reasonably expected to exist for six (6) months or more is to be temporarily filled the above noted posting procedure will similarly apply. This requirement applies only to the initial temporary vacancy and any resultant need to backfill positions may be filled by using temporary employees.

The Board will also post notices on a Board internet web site.

Such notices shall contain the following information:

Nature of the position, work location, qualifications, required knowledge, education and skills, wage or salary rate or range.

- (b) In cases of permanent transfer or promotion (other than appointments to positions outside the scope of the bargaining unit), the following factors shall be considered:
 - (i) seniority;
 - (ii) skill, competence, qualifications and ability.

Where the factors in (ii), as applicable to the position, have been met by more than one employee, the position will be awarded to the employee having the greatest seniority as in factor (i).

- (c) Notwithstanding 12.01 (b), persons from the bargaining unit applying for the position of Educational Assistant may be assessed, at the Educational Assistant Placement meeting, by a Board appointed Interviewing Committee inclusive of a single representative designated by the Union whose participation shall be considered time worked. Notwithstanding the foregoing the Union may designate additional representatives whose participation shall not be considered time worked. The committee's responsibility will be to determine whether or not the applicant's skill, competence, qualifications and ability are adequate to meet the individual needs of the child and/or specific program needs of the position being applied for. The Union will not participate in any other assessments other than at the placement meeting.

- (d) The Employer agrees that during the posting procedure, no outside advertisement shall be made until members of the Union have had opportunity to apply and have received the decision. When selecting employees under Article 12.01, temporary employees or applications outside of the bargaining unit shall not be eligible for consideration.

- 12.02 The successful applicant shall be placed on trial for a period of two (2) months. Such trial placement in the position shall become permanent after the period of two (2) months. Should the Board have concern for the applicant's ability to successfully complete the trial period and wishes to extend said period, the Board will discuss such concerns with the employee and Union and may extend the trial period upon mutual agreement. Such extension will not exceed an additional two (2) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position without loss of seniority. The Board and the successful applicant may, however, within the first thirty (30) calendar days mutually agree that the employee return to their former position notwithstanding that the employee has not proved to be unsatisfactory in the position. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without loss of seniority. The trial period shall not be used by an employee to

circumvent the necessary skill, competence, qualifications and ability required to qualify for placement in the position.

- 12.03(a) The Board shall not be restricted from temporarily assigning a regular permanent employee to a job which qualifies for posting until the posting procedure has been completed and arrangements have been made to fill the vacancy, but such period shall not exceed two (2) months.
- (b) It is understood that Educational Assistant positions are filled through the processes described subsequently in this Article and are not subject to the foregoing two (2) month limitation and accordingly may be filled temporarily by new employees as required.
- (c) Except as otherwise provided above in relation to Educational Assistant positions, or as provided under Clause 22.06, in the event a temporary position extends beyond a two (2) month period, or such other longer period as may be mutually agreed between the Board and the Union, the position shall be considered permanent and the rate established as in Schedule A shall apply and the position will be posted in accordance with this Article.
- 12.04 (a) When an employee successfully posts into a job classification within a higher point band which would not otherwise result in any increase in salary, the employee shall be placed in an experience grade in their new classification which will provide an immediate increase over their previous salary rate. The date of assignment of the new classification shall become the anniversary date for application of the salary progression.
- (b) When an employee successfully posts into a job classification within the same point band they shall remain at the same step in the salary grid, that is the start, twelve month level or twenty-four month level as they were at in their immediately previous position. The employee's anniversary date for application of the salary progression shall remain unchanged.
- (c) When an employee successfully posts into a job classification within a lower point band, the employee shall be placed at the same step in the salary grid that is the start, twelve-month level or twenty-four month level as they were at in their immediate previous position. The employee's anniversary date for application of the salary progression shall remain unchanged.
- 12.05 When any position not covered by this Agreement is established during the term of this Agreement or when the required skills, qualifications or educational requirements of a posted position are substantially increased, the position will be evaluated through the Pay Equity process. The rate of pay will be adjusted effective retroactively to the date of appointment for the incumbent(s) if any, to the rate resulting from job evaluation through the Pay Equity process.

12.06 When a job is posted pursuant to the provisions of Clause 12.01 of this Agreement, part-time employee(s) shall be entitled to apply for the posted position. In such case, Clauses 12.01 through 12.05 shall apply.

Should a part-time employee have completed their probationary period and is promoted to a full-time position, they shall not be subject to a further probationary period but shall be subject to Clause 12.02.

12.07 The Local Union President and a designate of the Union shall receive a copy of all job postings and further shall be advised of all successful applicants.

12.08 Educational Assistants Placement Meetings

- (a) The number of Educational Assistant positions in the system will be determined by the Board. Once Educational Assistants have been placed as outlined in this Article they will be assigned duties by the school administration in accordance with the school profile.
- (b) In recognition of the unique situation dealing with Educational Assistants in this Article, both parties recognize and agree that the traditional posting at that time will be waived, and therefore vacancies would not be posted for ten (10) working days but, in fact, would be filled by those interested at the meeting, and vacancies that occur would be filled immediately. In addition, and based on the educational, social, emotional and physical needs of the child (children), the parties agree that Special Education Educational Assistant position placements are subject to the approval of the appropriate Superintendent or designate.
- (c) There shall be three (3) placement meetings each year, one in each of June, September, and December. The provisions of Clause 12.01 c) apply to each meeting.
- (d) All surplus and redundant positions will be identified by the Board and notification given to Educational Assistants and the Union with as much notice as possible.
- (e) Educational Assistants will be provided with a list of the available positions (excluding those that may arise at the meeting itself) at least five (5) working days in advance of each of the meetings. It is understood that changes due to new information or reconsideration of staff allocation or funding that occur between the issuance of the list and the placement meeting may necessitate changes in the list.
- (f) Seniority lists for Educational Assistants only will be updated one month prior to each of the three placement meetings, and such lists shall govern all seniority related aspects of the process.
- (g) Return trip travel allowance according to Article 22.02 shall be paid for the distance between the employee's worksite and the site of the placement meeting.

- (h) An Educational Assistant who holds a 0.5 FTE position may choose to retain the 0.5 FTE position and choose another 0.5 FTE position only, provided that position can be scheduled with the retained 0.5 position. An Educational Assistant can only select a 1.0 FTE position if they release the existing 0.5 FTE position prior to the commencement of the placement meeting.

JUNE PLACEMENT PROCESS

The process will involve two separate stages:

Stage 1

Bumping as a result of the educational assistant's position not being available for the coming school year, or as a result of having been displaced from a position during the bumping process.

Stage 2

Bidding on vacant positions by order of seniority.

Stage 1 – Bumping

1. An Educational Assistant may, if their previous position is not available exercise their seniority to secure (bump into) a position currently held by an Educational Assistant with less seniority subject only to meeting the factors in Article 12.01. An Educational Assistant may bump into a position with a greater allocation of hours provided that the maximum hours that may be claimed shall not exceed the hours as previously allocated to the Educational Assistant exercising the right to bump.
2. Bumping may occur as a result of the Educational Assistant's position not being available for the coming school year, or as a result of an Educational Assistant having been displaced from a position during the bumping process.
3. The bumping process will be conducted by phone prior to the June Placement Meeting.
4. A team of Board representatives from the Human Resources and Student Services Departments will contact surplus Educational Assistants to determine whether they wish to exercise their bumping rights or attend the bidding meeting. CUPE representatives will attend to assist CUPE members regarding issues related to the collective agreement.
5. Should an Educational Assistant choose to bump into another position, the Board Team will determine whether their skills, competence, qualifications and ability are adequate to meet the needs of the child, children and/or specific program.
6. Educational Assistants who are surplus to their schools will be advised as soon as the information is available and at least ten (10) working days prior to the June Placement Meeting.

7. The list of occupied positions, along with a current seniority list will be provided to the Educational Assistants at least ten (10) working days prior to the June Placement Meeting.
8. The Board and the Union will establish a date (or dates) that is at least six (6) working days prior to the placement meeting in order to contact surplus Educational Assistants by phone.
9. Surplus Educational Assistants will be called in order of seniority by the Board Team in order that they may exercise their seniority rights to bump into a position currently held by an employee with less seniority, or to state their intention to attend the bidding placement meeting.
10. All processes and procedures that would normally take place at the June Placement Meeting will be in effect during this telephone round.

Stage Two – Bidding

- (1) Following the identification of positions in which there is no incumbent, all employees except those who selected positions during the bumping stage will be given an opportunity to bid for such positions at a meeting convened by the Board during June for placement in the following school year.
- (2) All Educational Assistants, including those who were bumped and did not exercise their own bumping rights, are eligible to bid on vacant positions.
- (3) Educational Assistants that do hold a position may only become eligible to bid if they forfeit their claim to the currently held position, which in turn will be placed on the list of available positions prior to commencement of the bidding process.
- (4) It is recognized that the only opportunity for Educational Assistants to be aware of which positions become available during the meeting as a result of forfeiture is to be in attendance.
- (5) Educational Assistants in attendance at the meeting will have opportunity to select position(s) in which there are no incumbents including positions that were forfeited under (3) above.
- (6) These positions will be offered to the most senior applicant, including positions with a greater allocation of hours, subject only to meeting the factors in Article 12.01.
- (7) Only those Educational Assistants who are eligible to bid on a vacancy and who intend to forfeit their own assignment can attend the June Placement Meeting.

- (8) All Educational Assistants who are not bidding on vacancies, and all Educational Assistants who exercised their bumping rights will attend at their schools on Placement Day.
- (9) The June Placement Meeting shall be considered time worked and employees shall be paid accordingly for the period of time during which they have attended.
- (10) Educational Assistants who complete their bidding process before 2:00 p.m. shall return to their schools for the remainder of the day and be paid for a regular day's wages.
- (11) Educational Assistants who complete their bidding process after 2:00 p.m. but before their regular quitting time are not required to return to their school but shall be paid for a regular day's wages.
- (12) Educational Assistants who complete their bidding process after their regular quitting time shall be paid at overtime rates for such time, in addition to the regular day's wages.

SEPTEMBER PLACEMENT MEETING

- (1) Provided that the Board has identified the need to fill any new position(s) or position(s), which become vacant for any reason subsequent to the June Placement Meeting and prior to September 1st of each year or the date of the September Placement meeting, the process for filling the positions is as follows:
 - (a) A Placement Meeting will be held in September for the purpose of providing the first opportunity to Educational Assistants to apply for the available positions.

Employees currently employed as Educational Assistants that do hold a position may only become eligible to bid if they forfeit their claim to the currently held position, which in turn will be placed on the list of available positions prior to commencement of the bidding process.

Attendance at the meeting is not considered time worked and will be unpaid. Attendance at this meeting is entirely voluntary and Educational Assistants who are not seeking to apply to a different position need not attend. No employee can be displaced from his or her position obtained in the June placement by operation of this meeting.
 - (b) The reassignment of employees to positions obtained through this meeting will take effect by the Tuesday following Thanksgiving, or within ten (10) working days, whichever is later, as determined by the Board.
 - (c) Positions which remain unfilled at the conclusion of the meeting will be posted in accordance with Clause 12.01 (a), however, only Educational Assistants who work less than full time (6 hours per day) may apply, provided the position increases the employee's FTE. The successful applicant will be determined in accordance with Clause 12.01. The Board may however, under this clause concurrently advertise externally for the position(s).

DECEMBER PLACEMENT MEETING

Provided that the Board has identified the need to fill any new position or positions, which become vacant for any reason subsequent to the September Placement Meeting and prior to December 15th of each year or the date of the December Placement meeting, the process for filling the positions is as follows:

- (a) A Placement Meeting will be held in December for the purpose of providing the first opportunity to Educational Assistants to apply for the available positions.

Employees currently employed as Educational Assistants that do hold a position may only become eligible to bid if they forfeit their claim to the currently held position, which in turn will be placed on the list of available positions prior to commencement of the bidding process.

Attendance at the meeting is not considered time worked and will be unpaid. Attendance at this meeting is entirely voluntary and Educational Assistants who are not seeking to apply to a different position need not attend. No employee can be displaced from his or her position obtained in the June or September placement by operation of this meeting.

- (b) The reassignment of employees to positions obtained through this meeting will take effect on the first school day following the Christmas Break.
- (c) Positions which remain unfilled at the conclusion of the meeting will be posted in accordance with Clause 12.01 (a), however, only Educational Assistants who work less than full time (6 hours per day) may apply, provided the position increases the employee's FTE. The successful applicant will be determined in accordance with Clause 12.01. The Board may however, under this clause concurrently advertise externally for the position(s).

12.09 Transfer of Educational Assistants- Special Education Educational Assistants

Notwithstanding the provisions of Article 10, from time to time, transfers of two Educational Assistants- Special Education between positions may be required in order to best meet the needs of the children to be served. In the event that such transfer is required, the Board agrees to notify the Local Union President, in writing, of the reasons why and then approach the Educational Assistants involved in order to secure their agreement prior to any transfer.

Where the staff member objects to the transfer, the Board agrees to explore further options, but failing a mutually agreed to solution, the Board may designate the transfer. Transfers between locations more than forty-five (45) kilometers apart will be subject to the approval of the Educational Assistant affected. Such transfers will be deemed not to have created a vacancy and, therefore, in the event of such transfer no posting will be required.

- 12.10 Notwithstanding the provisions of this Article, the Board may protect up to twelve (12) incumbents in positions for Educational Assistants who are employed to

work with a child with special needs. The Board will notify the Union of the names and positions of the twelve (12) incumbents and advise of any changes to the list of twelve (12) names from time to time and provide an update upon any written request from the union. Further incumbents may be protected by mutual agreement of the Union and the Board on a case-by-case basis.

Incumbents in positions protected in accordance with the above shall commit to remaining in the position for one (1) school year should the position continue to exist for the full school year.

Should a position become vacant and posted while the Educational Assistant is in a protected position, the Educational Assistant may bid to the position. Should the Educational Assistant be awarded the position, the Educational Assistant will remain in the protected position for the balance of the assignment and the new position shall be filled with a temporary EA.

No educational assistant will be made to relocate to another school by virtue of the operation of this article.

- 12.11 If an Educational Assistant becomes redundant during the school year, the following shall apply:
- (a) Educational Assistants shall be given preference according to seniority to fill vacancies provided they meet the qualifications as set forth in the job description and are physically able to perform the function required;
 - (b) If no vacancy exists, the redundant Educational Assistant may choose to exercise seniority by displacing an Educational Assistant having less seniority providing the Educational Assistant is capable and qualified to perform the work required;
 - (c) In all circumstances when it becomes necessary to place an Educational Assistant pursuant to this provision, the educational, emotional, social and physical needs of the child (children) shall be given proper consideration and shall be the sole basis of any determination.
- 12.12 Any additional hours that become available for five or more days or part days following or between placement meetings will be offered to the Educational Assistants in the school location in order of seniority subject to Article 12.01. It is understood that this is a temporary measure until the next placement meeting.

Article 13 – Leaves of Absence

- 13.01 (a) Leaves of absence without pay for legitimate personal reasons may be granted by the Director, or designate upon written request.
- (b) Leave of absence exceeding one year for legitimate reasons must be approved by the Director, or designate upon written request. Continuation of benefits and premiums payable by the employee during the period of leave will be subject to the provisions of the CUPE Education Workers' Benefits Trust.
- (c) The Board will grant leave of absence to any number of employees, for a period not exceeding a combined total of sixty (60) working days or seventy-five (75) working days in years in which the CUPE National Convention is held, in any calendar year to attend Union conventions, conferences and seminars, provided reasonable notice is given to the Board. Additional days may be requested and approved and such request shall be at the discretion of the Director or designate.

The Board shall continue payment of wages to an employee on unpaid leave for Union activities described above. The Board shall invoice the Local Union for the regular hourly wages paid out to employees on said leave and the Local Union shall reimburse the Board for said amounts forthwith.

(d) Full time Union Representative

Any permanent employee who is elected or selected for a full-time position with the Union shall be granted a leave of absence without pay and without loss of seniority, by the Board, for a period of up to two (2) years, were operationally viable.

The vacated position shall be deemed a Long-Term Occasional for the duration of the leave. On return from leave, the employee will reclaim their previous position, or if the previous position does not exist the procedure in Article 11 will be followed.

13.02 Bereavement Leave

- (a) In the event of the death of an employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandchild or total dependent living in the same house, the employee will be granted up to five (5) working days' leave of absence without loss of regular pay to make arrangements for and attend the funeral.
- 13.02 (b) In the event of the death of an employee's brother-in-law, sister-in-law, grandparent, son-in-law or daughter-in-law, the employee will be granted up to three (3) working days' leave of absence without loss of regular pay to make arrangements for and attend the funeral.

- (c) It is understood that an employee shall not receive payment for absence on a day or days on which they would not otherwise have worked.

13.03 One (1) working day, if necessary, may be granted without loss of pay for an employee to attend the funeral of a relative or friend not mentioned in Article 13.02, if permission is obtained from the appropriate Superintendent or designate.

13.04 (a) Paid Leave may be granted up to a maximum of five (5) days in total per school year for the following purposes:

- i) Personal leave may be granted not exceeding one (1) day to be used at the employee's discretion. It is understood that this leave will not be taken immediately prior to or after school holidays, vacation with pay or statutory holidays. Notification for leave must be made to the Principal or immediate supervisor at least seven (7) days in advance of the date. In the case of emergency, 13.04 (a)(ii) shall apply.
- ii) An additional four (4) days may be granted at the discretion of the Director or designate for reasons which are unavoidable or extraordinary, or on grounds of compassion.

iii) Indigenous employees may access short-term leave as described in 13.04(a)(i) and (ii) above for the purpose 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.

- iv) In the case of illness of the child, spouse, father, mother, mother-in-law, or father-in-law of an employee living in the same house as he employee where no one, other than the employee, can provide for the needs of the ill person, the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying their supervisor, to use a maximum of five (5) days per year for this purpose.

(b) For greater clarity, once the employee has been absent for five (5) days for any of the purposes set out in Article 13.04 (a), they shall have no further leave entitlement under Article 13.04(a) for the balance of the school year. Unused leave shall not accumulate year to year.

13.05 It is expected that employees will make every reasonable effort to report for work. In the event of questionable road or weather conditions, such that traveling to the normal place of work is unsafe, and employees are unable to report to work at all, with approval from their supervisor, they shall be deemed absent from work

for compassionate reasons with no resulting loss of pay or accumulated sick leave credits.

As per Letter of Understanding #2 in Part A if not eligible for Employment Insurance or the following if eligible for Employment Insurance:

13.06 Pregnancy and Parental Leave (including Adoption Leave)

- (a) The Board shall grant to employees Pregnancy Leave in accordance with the provisions of the Employment Standards Act which may be amended from time to time. During Pregnancy Leave, seniority, and experience shall be accumulated. Continuation of insured benefits during Pregnancy and Parental leave is subject to the provisions of the CUPE Education Workers' Benefits Trust.
- (b) The Board shall grant to employees Parental Leave in accordance with the provisions of the Employment Standards Act which may be amended from time to time. During Parental Leave, seniority, and experience shall be accumulated. The Parental Leave for an employee who takes Pregnancy Leave must begin when the Pregnancy Leave ends unless the child has not come into custody, care and control of the parent for the first time. Continuation of insured benefits during Pregnancy and Parental leave is subject to the provisions of the CUPE Education Workers' Benefits Trust.
- (c) Employees shall if possible give the Board at least two (2) weeks' notice of their intention to commence pregnancy and/or parental leave, including the date they plan to return to work. Where there is any change in the planned date to return to work, the employee shall, if possible, give the Board two (2) weeks' notice of such change. The parties encourage employees to give as much notice as possible regarding the commencement and termination of their pregnancy and/or parental leave, ideally eight (8) weeks' notice. It is understood that employees who become adoptive parents may not be able to provide advance notice to the Board of the start date of their parental leave. Employees will give whatever notice is reasonable in the circumstances of their intention to commence adoption leave, including the date the employee plans to return to work.
- (d) **Supplementary Benefit Plan- Employees In Receipt of Employment Insurance Benefits**
 - (i) A supplementary benefit shall be available to an employee who has completed the probationary period. The supplementary benefit shall be for a period of up to fifty-two (52) weeks subject to the following requirements.
 - (ii) The employee must submit an application for the supplementary benefit plan prior to the commencement of the plan. In the case of pregnancy, a medical certificate which certifies that an employee is pregnant and gives

the expected date of the birth of the child (as per the Employment Standards Act) shall be included with the application. In the case of adoption, a letter providing proof of having received the child shall be included with the application.

- (iii) The employee must supply the Board with proof that the employee has applied for, is eligible to receive and is in receipt of Employment Insurance Maternity or Parental benefits in accordance with the Employment Insurance Act.
- (iv) The employee must sign an agreement with the Board stating that the employee will return to work and remain in the service of the Board, for a period which is equivalent to at least four (4) school months, either directly following the expiry of the Pregnancy/Parental Leave or on a date as mutually agreed by the Board and the employee. This would occur where the employee is entitled to any other Leave as outlined in the Collective Agreement. Should the employee fail to make herself/himself available to return to work, the employee shall make full reimbursement within thirty (30) days for the amount received as Supplementary benefit, except as waived by the Board.
- (v) In accordance with Part A-Central Terms, during the one-week waiting period associated with the receipt of Employment Insurance Maternity and Parental benefits, the Board shall pay the employee's salary at a rate of seventy-five percent (75%) of their current rate.

For permanent employees who are taking a leave of twelve (12) months or more, for the one week of leave immediately following the waiting period, the Board shall pay the employee's salary at a rate of seventy-five percent (75%) of the employee's current rate less what the employee receives as EI benefits.

- (vi) Up to twenty-five (25) weeks payment at the rate of one hundred dollars (\$100) per week shall be paid to the employee, conditional upon the employee being in receipt of Employment Insurance Maternity or Parental benefits in accordance with 13.05 (d) (iii) above.
 - (vii) For the period from the 28th week up to the 52nd week, a payment of \$50 per week, conditional upon the employee being in receipt of Employment Insurance Maternity or Parental benefits in accordance with 13.05 (d) (iii).
- (e) Employees on Pregnancy Leave Not Eligible for Supplementary Benefit Plan Because They Do Not Qualify for Employment Insurance

- (i) Full-time and part-time permanent Employees who are eligible for a pregnancy leave under the Employment Standards Act, but are 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 (see Part A-central Terms).
- (ii) 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.
- (i) 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 (See Part A-Central Terms).
- (ii) Employees completing a long-term supply assignment of six (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.
- (iii) Employees not defined above have no entitlement to the benefits outlined in this Article.
- (f) Upon return from pregnancy or parental leave, employees will be returned to their former position.
- (g) Nothing in this article shall preclude an employee using accumulated Sick Leave, as outlined in Article 20, before the commencement of the Maternity Leave.

13.06 Self-Funded Leave

- (a) This plan is available to members who wish to take a leave of absence with pay, by spreading 'x' years salary over a 'y' year period where 'x' is less than 'y' and 'y' must not exceed seven (7) years. The leave will commence after the 'x' year.
- (b) The approval of a self-funded leave plan will be totally within the discretion of the Board and the refusal to approve a self-funded leave will not be the subject of a grievance. The terms and conditions of the leave are subject to the Income Tax Act and Regulations.
- (c) The leave must be taken in the final year of the plan.
- (d) In the 'y' years of the plan, the employee will be paid a fraction of their salary equal to x/y . During the 'x' years, the remaining portion of the salary, plus allowances,

will be accumulated, and this amount shall be held by the Board to finance the period of leave.

The amount of salary withheld by the Board shall be deposited in a "trust account" for each individual at the time of regular salary payments; such "trust account" will be maintained at a financial institution chosen by the Board where interest will be declared not less frequently than on a yearly basis and compounded so as to be at the highest rate paid on the institution's regular "bonus" savings account. Interest earned on this account shall be paid annually to the employee. A ledger reference of each individual employee's contribution shall be maintained by the Board. A statement of each employee's account will be issued at the end of each calendar year.

- (e) In the 'y' period of the plan, that being the leave portion, the employee will be paid from the monies accumulated by the trust account. During the 'y' period, the monies in the trust account shall be paid to the employee in any manner agreed to by the employee and the Board.
- (f) During all years that the individual employee is participating in the self-funded leave plan, all employee benefits, shall be maintained subject to the conditions of the CUPE Education Workers' Benefits Trust. Income tax and other deductions required to be withheld will be based on the salary actually paid to the employee.
- (g) On return from leave, an employee shall be assigned to the same position as that held prior to going on leave. Should that position be unavailable, the employee shall be assigned to a comparable position as is available at the time. Notwithstanding the above, the employee may agree to accept an alternate placement of comparable salary, mutually agreed upon by the employer and the employee. The 'y' period of absence will not count as 'y' period of experience for purposes of advancement on the salary grid.
- (h) An employee participating in the plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the 'y' period leave not been taken, including credit for 'y' period's seniority.
- (i) Vacation credits shall be maintained but shall not accumulate during the time spent on leave.
- (j) It is understood that self-funded leave plans approved for an individual employee are not necessarily related to professional enrichment but shall be used and enjoyed in any manner which the individual employee determines appropriate.
- (k) An employee may withdraw from the plan any time prior to taking their leave of absence. Any monies accumulated, plus interest due and payable, shall be repaid to the employee within sixty (60) days of the notification of their desire to leave the

plan. All amounts held in the employee's trust account shall be paid to the employee no later than the end of the first taxation year that commences after the end of the deferral period.

- (l) Should an employee be laid-off, the notice of lay-off shall be deemed to be written notice of withdrawal from the plan on the effective date of the lay-off. The balance in the trust account, including all accrued interest, shall be paid to the employee within sixty (60) days of the layoff notice.
- (m) Should an employee die while participating in the plan, any balance, including interest, in the employee's trust account, at the time of death shall be paid to the employee's estate within sixty (60) days of receipt of written notification of death.

13.07 Where an employee takes a leave of absence pursuant to this collective agreement that is the same as emergency leave under the *Employment Standards Act* it is understood that the leave of absence shall be as if the employee had taken emergency leave entitlement under the *Act*.

13.08 **Election Leave**

The Employer recognizes the right of an employee to participate in public affairs. Therefore upon written request, the Employer shall allow a leave of absence without pay and without loss of seniority, so that the employee may be a candidate in federal, provincial or municipal elections. The employee may continue to pay for 100% of benefits, subject to conditions of the carrier.

An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the term of office.

The vacated position will be deemed a Long Term Occasional for the leave period. The Board may renew such leave on a yearly basis. On return from leave, the employee will reclaim their previous position, or if the previous position does not exist the procedure found in Article 11 will be followed.

Article 14 - Jury Service

14.01 An employee summoned for Jury Duty or subpoenaed as a Crown Witness shall be allowed the necessary time off work for such service and shall be paid at the employee's straight time hourly rate for normally scheduled hours of work missed as a result of the Jury Duty or attendance as a Crown Witness provided the employee pays to the Board any fees received by the employee for such service. The employee will present proof of service and the amount of pay received.

Article 15 - Paid Holidays

15.01 Twelve (12) month employees shall receive the following holidays with pay:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

15.02 Ten (10) month employees shall receive the following holidays with pay:

New Year's Day	Canada Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day

Ten (10) month employees will be eligible for Canada Day only where the employee is recalled in the following school year.

Ten (10) month employees will be eligible for Labour Day only where the employee is scheduled to work during the week prior to Labour Day.

15.03 All employees shall receive three (3) paid holidays to be taken during the December/Christmas Shutdown. Part-time employees, as defined in Article 19.03, shall be paid holiday pay pro-rated on the basis that the part-time employees' hours bears to a full-time equivalent. Whenever the regular hours of a part-time employee change the holiday pay shall be calculated to that point and credited to the employee. The parties will annually consult as to the three (3) days that will be paid holidays.

15.04 In order to qualify for holiday pay, an employee shall work on each of the working days immediately preceding and immediately following the holiday concerned, unless an employee with seniority was absent due to:

- (a) verified illness or accident for a period not exceeding thirty (30) calendar days inclusive of the holiday.
- (b) lay-off for a period not exceeding five (5) calendar days inclusive of the holiday.
- (c) vacation granted by the Board.

- (d) a leave of absence for a period not exceeding five (5) days inclusive of the holiday.

15.05 Should any employee be requested and agree to work on any day shown in Article 15.01 as a paid holiday during the Christmas/New Year's period, the employee shall be paid at their regular wages for the day worked and in addition will be allowed two (2) days off with pay during the traditional summer break which may be added to their annual vacation or taken at a time mutually agreed.

See Central Agreement: Letter of Understanding #1 Re: Status Quo Central Items

Article 16 – Vacations (refer to LOU #9 in Part B)

Twelve (12) Month Employees

16.01 Twelve (12) month employees shall be entitled to vacation with pay computed on the following basis according to the employee's length of continuous service:

- (a) less than one (1) year from date of employment to July 1, one (1) day for each to a maximum of ten (10) days vacation with pay at their regular rate of pay.
- (b) more than one (1) year as at July 1, but less than two (2) years, two (2) weeks' vacation with pay at their regular rate of pay.
- (c) two (2) years' to five (5) years' service at July 1, three (3) weeks' vacation with pay at their regular rate of pay.
- (d) over five (5) years' service as at July 1, four (4) weeks' vacation with pay at their regular rate of pay.
- (e) over thirteen (13) years' service as at July 1, Five (5) weeks' vacation with pay at their regular rate of pay.
- (f) over twenty-one (21) years' service as at July 1, six (6) weeks' vacation with pay at their regular rate of pay.
- (g) Over twenty-nine (29) years' service as at July 1, seven (7) weeks' vacation with pay at their regular rate of pay (effective July 1, 2006).

Ten (10) Month Employees

16.02 Employees who are employed for ten (10) months per year shall be entitled to vacation pay computed on the following basis according to the employee's length of service.

- (a) less than one (1) year from date of employment to July 1, vacation pay of 4% of total earnings.

- (b) more than one (1) year as at July 1, but less than two (2) years, 5% of total earnings in the preceding year.
- (c) two (2) years' to five (5) years' service as at July 1, 7% of total earnings in the preceding year.
- (d) over five (5) years' service as at July 1, 9.5% of total earnings in the preceding year.
- (e) over thirteen (13) years' service as at July 1, 11.75% of total earnings in the preceding year.
- (f) over twenty-one (21) years' service as at July 1, 14% of total earnings in the preceding year.
- (g) Over twenty-nine (29) years' service as at July 1, fifteen (15%) percent of total earnings in the preceding year (effective July 1, 2006).

16.03 If a holiday with pay falls or is observed during an employee's vacation period, they shall receive a day's pay for such holiday. This day shall not be deducted from the employee's vacation bank.

16.04 Where a holiday with pay falls during an employee's scheduled vacation, on an unscheduled day of work an employee shall receive a regular day's pay.

16.05 (a) An employee will be granted and shall take their vacation at such time or times as the Board finds most suitable, considering in each case the employee's seniority, their wishes, and the efficient operation of the Board. It is agreed that no request will be unreasonably denied. It is understood and agreed that where an employee is entitled to more than two (2) weeks of vacation, the Board may require such employee to take their vacation in interrupted periods in order to accommodate the wishes of other employees.

- (b) All vacation pay for 10-month employees accumulated to that point shall be paid on the last pay period prior to Christmas Break, March Break, and the second last pay period in June.
- (c) Vacation entitlement is calculated from September 1st to August 31st. Vacation may be taken during the calendar year it is earned with prior written approval of the employee's immediate supervisor.
- (d) Vacation taken by caretaking and maintenance during instructional time will be limited to a total of fifteen (15) days per year or up to 50% of their vacation entitlement at the time.

16.06 "Total earnings" in Article 16.02 do not include prior payments of vacation pay.

Article 17 - Hours of Work and Overtime

Full-Time Employees

Caretaking and Maintenance Staff

- 17.01 The normal scheduled hours for full-time employees will be on the basis of forty (40) hours per week, Monday to Friday, and eight (8) hours per day (excluding the lunch period). It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day or days of work per week or for any period whatsoever, nor a guarantee of working schedules.
- 17.02 Work authorized by the Controller of Plant and Planning Services or designate and performed in excess of eight (8) hours per day or forty (40) hours per week will be paid at the rate of time and one-half the employee's regular straight time hourly rate.
- 17.03 The hours of work of employees classified as Caretakers shall be assigned by the Controller of Plant and Planning Services. It is understood and agreed that nothing in this Article shall prevent an employee agreeing with the Principal of a school and in consultation with the Controller of Plant and Planning Services to adjust that employee's hours of work to better serve their school. It is understood and agreed that lunch periods will not be scheduled for longer than one (1) hour, except where an employee agrees to a longer period.
- 17.04 At times when there are no students in the school, the lunch period may be reduced to one-half (½) hour.
- 17.05 Employees will adjust their morning starting times as required by the Board during cold or stormy winter weather.
- 17.06 Heat Checks
- (a) During the heating season, heat checks may be made in each facility, once during every twenty-four (24) hours on Saturdays, Sundays and holidays, to make sure the heating unit is operating and no danger exists in regards to freezing. Such heat checks will be made as directed by the Controller of Plant and Planning Services.
- 17.06 (b) Where there is more than one Caretaker, the heat check will be rotated. For this extra duty, a flat rate of one hour's pay (at the rate for that day) for each heat check will be paid by the Board.

- 17.07 Caretakers and full-time Caretakers whose scheduled hours of work commence at fourteen hundred and thirty hours (2:30 p.m.) or thereafter, or where 75% of their shift is worked after that time, shall receive shift premium as follows:

Effective September 1, 2008: .83 cents per hour
Effective September 1, 2009: .86 cents per hour
Effective September 1, 2010: .89 cents per hour
Effective September 1, 2011: .92 cents per hour

For the purposes of calculating overtime payment, such premium shall not be included in the base rate.

Office, Clerical, Educational Assistants and Youth Workers

- 17.08 The normal scheduled hours of work for full time office and clerical and Youth Worker employees will be on the basis of thirty-five (35) hours per week, Monday to Friday, and seven (7) hours per day (excluding the lunch period). The normal scheduled hours for full time Educational Assistants will be on the basis of a range between thirty (30) hours to thirty-five (35) hours per week, Monday to Friday, and (6) to (7) hours per day (excluding the lunch period). It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day or days of work per week or for any period whatsoever nor a guarantee of working schedules. Nothing in this article prevents the board from decreasing the full-time hours of work of an Educational Assistant position from seven (7) to six (6) when it is vacated by an incumbent.
- 17.09 Work authorized in advance by the Supervisory Officer or designate and performed in excess of seven (7) hours per day or thirty-five (35) hours per week will be paid at the rate of time and one-half the employee's regular straight time hourly rate.
- 17.10 (a) Work hours approved by the immediate supervisor for office and clerical employees will be scheduled between the hours of 7:45 a.m. and 5:00 p.m. with either one (1) hour or one-half ($\frac{1}{2}$) hour lunch (unpaid). In either case one-half ($\frac{1}{2}$) hour of the lunch will be uninterrupted. No employee will be required to start before 7:45 a.m. unless they agree to do so.
- (b) The Board may schedule hours outside of the above period when program requirements are such that it is not possible to perform the work during the above period.
- (c) During the summer months commencing immediately following the last working day of June, up to and including the last working day of the second last week preceding Labour Day, the hours of work shall be between the hours of 8:30

a.m. and 4:00 p.m., with one (1) hour uninterrupted lunch (unpaid), without a reduction in pay.

Technical Employees

- 17.11 The normal scheduled hours for full-time field technical employees will be on the basis of forty (40) hours per week, Monday to Friday, and eight (8) hours per day (excluding the lunch period). It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day or days of work per week or for any period whatsoever, nor a guarantee of working schedules.
- 17.12 Work authorized by the Manager of Information Technology or designate and performed in excess of eight (8) hours per day or forty (40) hours per week will be paid at the rate of time and one-half the employee's regular straight time hourly rate.
- 17.13 The normal scheduled hours for other full-time technical employees will be on the basis of thirty-five (35) hours per week, Monday to Friday, and seven (7) hours per day (excluding the lunch period). It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day or days of work per week or for any period whatsoever nor a guarantee of working schedules.
- 17.14 Work authorized in advance by the Manager of Information Technology or designate and performed in excess of seven (7) hours per day or thirty-five (35) hours per week will be paid at the rate of time and one-half the employee's regular straight time hourly rate.

General - Caretaking and Maintenance Staff, Office Staff, Clerical Staff, Educational Assistants and Technical Staff

- 17.15 The parties acknowledge that the practice of proposing improvements to summer hours for all employees to the Board of Trustees shall continue. The Parties further acknowledge that approval or not is at the discretion of the Board.
- 17.16 Employees who work overtime as authorized under Clauses 17.02, 17.09, 17.12 or 17.14 shall be allowed to take time off work in lieu of overtime payment at a time mutually agreed upon. No employee shall be allowed to accumulate more than forty (40) hours of overtime for the purpose of taking time off work in lieu of payment. When an employee takes time off work in lieu of overtime payment, it shall be on the basis of one and one-half (1½) hours off for each one (1) hour of overtime worked or two (2) hours off for each one (1) hour of overtime worked on Sundays, days recognized as paid holidays (under Article 15) or in excess of eight (8) hours on a Saturday.

- 17.17 The Board agrees to give employees one (1) fifteen (15) minute rest period during each half day worked.
- 17.18 For the purpose of this Agreement, the term "regular straight time hourly rate" means the employee's hourly base rate.
- 17.19 Premium payments under any of the terms of this Agreement shall not be duplicated or pyramided for the same hours worked.
- 17.20 Authorized work performed on Saturdays will be paid at the rate of time and one-half the employee's regular straight time hourly rate.
- Authorized work performed on Sundays, or in excess of eight (8) hours on Saturdays, or on days recognized as Paid Holidays (under Article 15) shall be paid at the rate of double the employee's regular straight time hourly rate.
- 17.21 An employee who is called in and required to work outside their regular working hours shall be paid a minimum of three (3) hours at overtime rates except when such call involves resetting an alarm in which case the minimum shall be two (2) hours at overtime rates. It is the employee's responsibility to claim the applicable minimum on their overtime sheet.

Article 18 – Wages

- 18.01 Wages shall be paid according to the schedules in Schedule A attached to and forming part of this agreement.
- 18.02 Increments on the grid level are defined as months worked, including vacation but excluding layoff during the summer.
- 18.03 When an employee is assigned to relieve for at least two (2) hours in a higher classification they shall be placed in an experience grade in the classification they are relieving in which will provide an immediate increase over their previous salary rate.

Article 19 - Insurance and Welfare Benefits

As per Section C5.00 of Part A and Appendix B of this Collective Agreement and in addition the following:

- 19.01 The Board agrees that permanent employees may direct the Board to remit to the Ontario Teachers' Insurance Plan monies required by O.T.I.P. to enable employees to participate in a Long-Term Disability Plan, subject to meeting the eligibility requirements of the Plans. It is understood that the premium cost of Long

Term Disability Insurance is to be one hundred percent (100%) paid for by the employee through payroll deduction and it is further understood that the Board assumes no responsibility for the administration of the Plan or the provision of any benefits pursuant to any insurance policy that relates to Long-Term Disability.

- 19.02 For the purposes of this Article, full time employees shall be defined as those working at least fifty percent (50%) of full time equivalent hours of work for that job classification.
- 19.03 The Board and the Union agree that the full amount of any savings, rebates or premium reductions granted by the Employment Insurance to the Employer or its employees shall accrue solely to the benefit of the Employer. The amount of savings, rebates or premium reductions shall be deemed to have been received as part of the benefits improvements negotiated and the implementation thereof.
- 19.04 100% of CAA Plus membership will be paid by the Board to employees who, by the nature of their position, are required to travel to different work sites or whose work site has been altered as a result of amalgamation. This determination is made by the employees' immediate Supervisor.

Article 20 - Sick Leave Plan

As per Section C6.00 of Part A and Letter of Understanding #2 of this Collective Agreement:

- 20.01 An employee who is injured and receives compensation from the Workplace Safety and Insurance Board shall be entitled to a maximum of four (4) years and six (6) months top up to make up the difference between what they receive on compensation and their regular rate of pay.
- 20.02 In case of illness of the child, spouse, father, mother, mother-in-law, or father-in-law of an employee living in the same house as the employee where no one, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying their supervisor, to use a maximum of five (5) days per year for this purpose.
- 20.03 For purpose of calculating sick leave credits and the payment of sick pay as credits are used, it is understood that the value of one (1) day of sick leave credit is directly related to the normal hours of work of an employee to ensure that sick pay equates to normal pay. For example, the sick leave credit of an employee who works five (5) hours per day would be ten (10) hours per month (2 days at five hours per day).

20.04 Innocent Absenteeism

The Board may not terminate the employment of any employee pursuant to any attendance management policies while the employee has sick leave to their credit. Termination of employment or imposition of lesser discipline for fraudulent use of sick leave is subject to the standard of just cause.

Article 21 - Retirement Gratuity

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 requirement 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.

As per Section C13.00 of Part A of this Collective Agreement and in addition the following:

21.01 Any CUPE employee, employed by either Algonquin and Lakeshore Catholic District School Board or its two predecessor Boards, who is in a designated capacity of employment of at least 0.5 FTE as of August 31, 1999, having not less than five (5) consecutive years of full-time service with this Board and who, upon retirement, is actually paid pension benefits from the Ontario Municipal Employees' Retirement System, shall be eligible to receive a retirement gratuity based on the following formula:

$$RG = \frac{1}{2} \times (CSL/240) \times S \times (N/20)$$

Where:

- RG is the amount of retirement gratuity;
CSL is the number of cumulative sick days accumulated with this Board to a maximum of 240 days;
- S is the employee's salary at the time of retirement; (a) calculated as the employee's normal straight time hourly rate times the employee's number of regular (excluding overtime) hours per year.
- N is the number of consecutive years of full-time service with this Board to a maximum of twenty (20) years. For the purpose of this article service from 0.5 FTE to 0.99 FTE shall be equal to one year.

21.02 The retirement gratuity shall be paid immediately upon retirement unless otherwise requested by the employee. It is agreed that retirement gratuity payments may not be deferred more than one (1) calendar year from the date of retirement.

21.03 In the event of the death of an employee after the termination of their employment with this Board, any allowance or benefit to which they are entitled under the retirement gratuity plan and which remains unpaid shall be paid to their estate.

21.04 Should the employee be on a board-approved leave at the time of retirement, they would receive retirement gratuity based on their straight hourly rate and regular hours per year of their position immediately prior to their leave.

Calculation of salary for employees on WSIB, LTD, EI or CPP sick leave will be based on the salary they would have received had they not been on such leaves.

Article 22 – General

See Central Agreement: <u>Letter of Understanding #1 Re: Status Quo Central Items</u>
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22.01 The Local Union President and CUPE National Representative shall receive a copy of all discipline letters issued by the Board to employees.

22.02 Travel Allowance

- (a) Positions for which the Board intends to require use of an employee's personal automobile will be limited to those where there is a reasonable and demonstrable need to so do in relation to the job. Employees who currently hold such a position and employees who have, through the job posting procedure, secured a position which includes, amongst its posted requirements, use of an employee's own automobile will be compensated as follows.
- (b) All employees who are required to use their vehicle for the Employer's business shall be reimbursed at the applicable mileage rate established by the Canada Revenue Agency, as adjusted annually effective January 1st of each year. It is understood, however, that such payment has no application where employees drive between home and work in the course of their normal duties.
- (c) It is further agreed that if the rate of travel allowance of any other employee of the Board is greater than (b) above, that persons covered by this Collective Agreement will be entitled to the greater travel allowance.

School Secretaries, Youth Workers, Learning Resource Assistants or Educational Assistants

If the school secretary, Youth Workers, Learning Resource Assistants or Educational Assistant is required to move from one school to another during the normal working day, kilometrage payment under this Clause shall be paid.

Mechanical System Technicians, Maintenance Person - Certified, Certified Trades, Electricians and Technical Staff

The Mechanical System Technicians, Maintenance Person - Certified, Certified Trades, Electricians and Technical Staff, who constantly carry equipment and material in their vehicles for the benefit of the Board while engaged in the Board's business, shall be paid thirteen cents (\$0.13) per kilometre more than the travel allowance established in the collective agreement for all kilometres driven by them, provided they make available and use their personal vehicles to carry equipment and material for the Board. (See Appendix B)

Educational Assistants-Speech & Language, Youth Workers, Learning Resources Assistants

In recognition of the fact that Educational Assistants-Speech & Language, Youth Workers, or Learning Resources Assistants are required to carry resource material in their personal vehicles on an ongoing basis, these employees shall be paid an annual allowance to defray any related expenses as follows:

Ratification in 2008 - \$105.00

September 1, 2009 - \$108.00

September 1, 2010 - \$111.00

September 1, 2011 - \$114.00

22.03 Meal Allowance

Employees required to work more than three (3) hours overtime in any work day shall be provided with a meal allowance of up fifteen dollars (\$15.00) upon presentation of receipt. This provision shall not apply in cases where an employee is allowed to go home before reporting back to work or where work is performed on Saturday or Sunday.

22.04 Bulletin Boards

The Board will provide bulletin boards for the purpose of posting Union notices in all work places.

22.05 Correspondence

Correspondence between the parties shall normally be between the Supervisory Office responsible for Human Resources or designate, and the Local Union President or their designated representatives. A copy of Board correspondence to the President shall be sent to the Secretary of the Local Union and the CUPE National Representative.

22.06 Temporary Employees

Where practicable, the Board agrees to endeavour to give work to available part-time employees or to full-time employees who work less than the regular full-time hours, who are qualified and are able to perform such work. When an employee is assigned such available work for any period of time in a higher classification they shall be placed in an experience grade in the classification they are assigned to which provides an immediate increase over their regular salary rate.

- (a) Temporary Employees are defined as:
 - (i) Employees hired for a specific term which is to cover the absence of a regular employee; or
 - (ii) Employees hired to provide temporary assistance above the normal complement or to work on special projects, or to replace employees on sick leave, Board-approved leave or absent while in receipt of WSIB benefits.

The maximum duration of a temporary assignment will not exceed six (6) months except where mutually agreed or where the temporary employee is replacing a regular employee on pregnancy/parental leave. Mutual agreements shall be reviewed on an annual basis.

If mutual agreement cannot be achieved, the position will be posted. Should the employee who has been absent for reasons stated above in this article, return to work, the employee shall be returned to a like position.

- (b) The hiring of a temporary employee will not be used to circumvent job postings or the recall of a regular employee from lay-off. Notwithstanding this, the Board may assign a temporary employee to a job which qualifies for posting to the extent provided for in Article 12.03.
- (c) Wages for temporary employees shall be in accordance with the start rate in the Wages Schedule of this collective agreement, where the work performed corresponds with a job classification covered by this collective agreement.
- (d) When filling a permanent vacancy, temporary employees will have their applications considered prior to applications from candidates who are not temporary employees of the Board.
- (e) Other than as outlined in this Clause 22.06, temporary employees shall not have access to the provisions of this collective agreement with the exception of Clauses 2.03, 5.01, 6.01, 17.01, 17.02, 17.06, 17.07, 17.08, 17.09, 17.11, 17.12, 17.13 and 17.14.

- (f) When a person who has been a temporary employee becomes a regular employee, seniority shall be so dated as to give credit for the total number of hours that person has worked as a temporary employee in an ongoing, continuous employment immediately prior to their appointment to a regular position subject to the following:
 - (g)
 - (i) This credit shall be applied to the employee's seniority for the purpose of job placement.
 - (ii) This credit shall be included in the calculation of an employee's service which in turn governs vacation entitlement pursuant to Article 16. The employee shall not be entitled to receive retroactive payment of vacation for these credits.
- The probationary period for such a new regular employee shall commence as of the date of hire as a regular employee.
- (h) The Board shall deduct from the pay of all temporary employees an amount equal to the Local Union dues, and this amount shall be remitted as per Article 6.

22.07 Education

Where an employee has obtained prior written approval of the Board, the employee may enroll in an educational course (outside normal working hours) at an accredited school and the Board shall pay to the employee the total cost of such course upon successful completion. It is understood and agreed that the total cost shall be identified to the Board at the time the employee seeks the approval of the Board.

22.08 The Employer shall reimburse each full-time Caretaker, Technical Staff, Warehouse/Courier Person or Maintenance Person one (1) pair of CSA approved safety boots or shoes of good quality each year or earlier as needed, and upon the approval of the supervisor up to amounts as follows:

September 1st, 2022 \$190.00
September 1st, 2023 \$195.00
September 1st, 2024 \$200.00
September 1st, 2025 \$205.00

22.09 (a) The Board agrees to provide newly hired Caretakers and Maintenance Employees, Technical Staff, and the Warehouse/Courier Person, two (2) uniforms. Thereafter, the Board also agrees to provide uniforms to all Caretakers, Maintenance Employees, Technical Staff, and the Warehouse/Courier Person as required, and as approved by the immediate supervisor.

- (b) A uniform consists of two (2) pairs of trousers, three (3) shirts, and one (1) jacket or one (1) pair of coveralls or one (1) smock (if requested) or one (1) sweater per year. The Board agrees to provide a smock, or smocks if required, in each school for use by Educational Assistants.
- (c) It is agreed that two (2) representatives of Local 1479 shall meet every year in April with the appropriate members of management to review the quality of the uniforms and to choose work boots or shoes as outlined in Clause 22.08 prior to their purchase. The parties agree that a sincere attempt should be made to reach an agreement on the specification to be included in the tender of these items.
- (d) The cost of such uniforms will be borne by the Board. Uniforms shall be ordered by June 1st and be received before September of each year.
- (e) Employees provided with uniforms and safety boots or shoes must wear them at work, and it is agreed that the uniforms, boots, or shoes are not issued for any other purpose or use.
- (f) Where required, the Board agrees to provide the Educational Assistants protective clothing and other gear and supplies as required.

22.10 The Board agrees to provide the Union with an up-to-date copy of job descriptions for all classifications whenever requested by the Union, but not more than once per academic year, or whenever the description changes.

22.11 The Board agrees that all Educational Assistants shall be paid for all days scheduled as professional activity days for teachers employed by the Board to a maximum of six (6) professional activity days.

22.12 President's Leave

- (a) The Local Union President, Vice-President and/or Chief Steward may be absent from work for a period not to exceed one-half ($\frac{1}{2}$) day per week as a combined total for the purpose of taking care of Local Union business.
- (b) Prior approval must be obtained from the relevant Supervisor before the leave.
- (c) The Employer further agrees that the Local Union President and/or Vice-President will be paid their normal day's wages and benefits.
- (d) In lieu of the leave entitlements in Article 22.12 (a)-(c) or Article 13.01(d) Full Time Union Representative, the Union President may request a leave of absence for a period of up to two (2) years. Such leave may be terminated

earlier upon the provisions of ten (10) working days written notice. During such leave the following will apply:

- (i) The President shall be paid their regular salary, benefits, leave entitlements under the collective agreement, including the accumulation of seniority. The local unit shall reimburse the Board for the full cost of salary and benefits, less the one half-day (1/2) day paid leave per week in (a), upon receipt of invoice;
- (ii) The President may apply for any permanent vacancies posted under Article 12;
- (iii) Any vacancy created by the President's leave which the Board wishes to fill shall be posted on a temporary basis in accordance with Article 12.01 a);
- (iv) The Board shall track the President's leave entitlements. Vacation entitlement earned during the leave shall not carry over beyond the leave. Accumulated vacation pay will be paid out in accordance with the Collective Agreement and at the conclusion of the leave. All vacation pay paid out to the President shall be charged to the Union for reimbursement to the Board; and
- (v) At the conclusion of the leave, the President will be returned to the President's former position at the Board, if it exists, or a comparable position, should it not, subject to the surplus and layoff provision of the collective agreement. The rate of pay applicable to the reinstated position shall apply at a grid placement in accordance with Article 12.04.

22.13 Medical Procedure

The Board agrees that, when deemed appropriate by the Board, an employee may be accompanied by another employee while toileting or assisting with hygiene associated with toileting a student or performing any medical procedure. The Board shall, through existing supplementary insurance coverage to the limit of Board liability, insure any employee in the bargaining unit against claims arising from regular or emergency toileting or medical procedures.

22.14 Workplace Safety and Insurance Board

The employer agrees to provide a copy of the Form 7 to the employee concerned at the time the form is submitted to the Workplace Safety and Insurance Board.

The parties agree that the Union President or designate will be provided with a copy of all WSIB Form 7's that are filed with the WSIB.

The Employer agrees to attach a letter from the Union to each WSIB form 7 as forwarded to an employee.

The employer agrees to notify an employee if it files an appeal to a decision of the WSIB in relation to the employee's claim.

22.15 Criminal Background Check

- (a) Currently pursuant to the Education Act, Ontario Regulation 521/01 amended to Regulation 170/02; 49/03, Collection of Personal Information, employees are required to obtain a Criminal Background Check prior to employment with the Board and to provide an Offence Declaration thereafter as required by the regulation.

The Employee shall comply with these requirements and such other requirements as may be required by law.

- (b) Each employee shall complete and submit electronically the Offence Declaration prior to September 1st of each school year. It is understood that an employee will not be permitted into a school until such a document has been provided. Employees new to the Board must provide a Criminal Background check that is not more than six (6) months' old before they will be permitted into a school.
- (c) Employee's who are required to provide a background check by July 31, 2003 may agree in writing to submit their application for a Criminal Background Check to a batch provider. Employees who make such an election shall execute the authorization form. The Board shall pay the batch provider for the cost of providing the said Criminal Background Check. An employee who does not elect to submit his or her application to a batch provider, is required to obtain the Criminal Background Check on his or her own and to provide it to the Board.
- (d) In the event an employee did not elect to submit his or her application to the batch provider and disputes the results of the Criminal Background Check, the employee shall forthwith advise the Manager of Human Resources of the basis of the dispute. The Board agrees to consider the said basis in determining its response to the Criminal Background Check. The Board shall advise the member to contact the Local President, or designate.
- (e) After the Board receives the Offence Declaration or the results of the Criminal Background Check and if the Board intends to meet with an employee about any decision the Board might take with respect to the results of the Offence Declaration or Criminal Background Check, then the Board shall advise an employee to contact the Local President, or designate, prior to attending the meeting. It is understood that the Union will have representation at the meeting if the member requests.

22.16 Professional Fees

The Board will reimburse the cost of annual membership in an approved professional association when such memberships are determined by the Board to be advantageous or required.

22.17 Incidents of violence shall be dealt with as per the Boards policies and procedures.

Article 23 - Duration of Agreement

As per Section C3.00 of Part A of this Collective Agreement and in addition the following:

23.01 This Agreement shall be effective from the first (1st) day of September 1, **2019**, until the 31st day of August, **2022**, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate the agreement.


23.02 Negotiations shall begin within fifteen (15) days following notification for amendments as provided in Article 23.01.

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives this 16th January, 2023

For the Board:



For CUPE Local 1479 (Unit 1):



Schedule A - Salary Grids

Effective September 1, 2022, increase all rates by \$1 per hour

Effective September 1, 2023, increase all rates by \$1 per hour

Effective September 1, 2024, increase all rates by \$1 per hour

Effective September 1, 2025, increase all rates by \$1 per hour

Employees whose wage rates are above the Schedule "A" classification rate shall have their wage rate "gold circled" and will receive pay increases equal to those listed above.

CUPE 1479 Salary Grid - September 1, 2022 (\$1 per hour)				
Grid-Code	Classification	Start	12 Months	24 Months
Band 1	Caretaker I	20.20	21.90	23.62
	<i>Gold Circled</i>			23.99
Band 2	Caretaker II	21.17	22.97	24.74
	Courier			
Band 3	Educational Assistant Special Education	22.15	24.02	25.89
	Secretary: Secondary School/Plant			
Band 4	Caretaker III	23.12	25.07	27.03
	Clerical 1: Finance and Accounting Technician			
	Itinerant Educational Assistant			
	Learning Resource Assistant			
	Maintenance Person Certified			
	Secretary Learning Services/Learning Technology Services			
Band 5	Caretaker IV	24.08	26.12	28.15
	Clerical II: Continuing Education			
	Educational Assistant – Speech Language Assistant			
	Employee Workflow Administrator			

CUPE 1479 Salary Grid - September 1, 2022 (\$1 per hour)

Grid-Code	Classification	Start	12 Months	24 Months
	Head Secretary Secondary			
	Learning Technology Services - School Support Analyst			
	Maintenance Person - Certified Carpenter/Plumber			
	Payroll Administrator			
	Secretary: Elementary School			
Band 6	Application Specialist-Academic	25.05	27.16	29.28
	Learning Technology Services Technicians			
	Learning Technology Services Web Support Technician			
	Maintenance Person - Certified Electrician			
	Mechanical Systems Technician			
	Youth Worker			
	Gold Circled – Youth Worker			29.89
Band 7	Accounting Analyst	26.01	28.22	30.34
	Learning Technology Services Helpdesk Specialist			
	Learning Technology Services Specialist			
	Incumbents: Accounting Analyst	30.01	32.58	35.12
Band 8	Vacant	26.80	29.11	31.41
Band 9	Database Administrator	27.91	30.28	32.70
	Learning Technology Services Analyst			
Unbanded	Lunch Supervision	19.83		

CUPE 1479 Salary Grid - September 1, 2023 (\$1 per hour)

Grid-Code	Classification	Start	12 Months	24 Months
Band 1	Caretaker I	21.20	22.90	24.62
	<i>Gold Circled</i>			24.99
Band 2	Caretaker II	22.17	23.07	25.74
	Courier			
Band 3	Educational Assistant Special Education	23.15	25.02	26.89
	Secretary: Secondary School/Plant			
Band 4	Caretaker III	24.12	26.07	28.03
	Clerical 1: Finance and Accounting Technician			
	Itinerant Educational Assistant			
	Learning Resource Assistant			
	Maintenance Person Certified			
	Secretary Learning Services/Learning Technology Services			
Band 5	Caretaker IV	25.08	27.12	29.15
	Clerical II: Continuing Education			
	Educational Assistant – Speech Language Assistant			
	Employee Workflow Administrator			
	Head Secretary Secondary			
	Learning Technology Services - School Support Analyst			
	Maintenance Person - Certified Carpenter/Plumber			
	Payroll Administrator			
	Secretary: Elementary School			
Band 6	Application Specialist-Academic	26.05	28.16	30.28
	Learning Technology Services Technicians			

CUPE 1479 Salary Grid - September 1, 2023 (\$1 per hour)

Grid-Code	Classification	Start	12 Months	24 Months
	Learning Technology Services Web Support Technician			
	Maintenance Person - Certified Electrician			
	Mechanical Systems Technician			
	Youth Worker			
	Gold Circled – Youth Worker			30.89
Band 7	Accounting Analyst	27.01	29.22	31.34
	Learning Technology Services Helpdesk Specialist			
	Learning Technology Services Specialist			
	Incumbents: Accounting Analyst	31.01	33.58	36.12
Band 8	Vacant	27.80	30.11	32.41
Band 9	Database Administrator	28.91	31.28	33.70
	Learning Technology Services Analyst			
Unbanded	Lunch Supervision	20.83		

CUPE 1479 Salary Grid - September 1, 2024 (\$1 per hour)

Grid-Code	Classification	Start	12 Months	24 Months
Band 1	Caretaker I	22.20	23.90	25.62
	<i>Gold Circled</i>			25.99
Band 2	Caretaker II	23.17	24.97	26.74
	Courier			
Band 3	Educational Assistant Special Education	24.15	26.02	27.89
	Secretary: Secondary School/Plant			
Band 4	Caretaker III	25.12	27.07	29.03
	Clerical 1: Finance and Accounting Technician			
	Itinerant Educational Assistant			

CUPE 1479 Salary Grid - September 1, 2024 (\$1 per hour)

Grid-Code	Classification	Start	12 Months	24 Months
	Learning Resource Assistant			
	Maintenance Person Certified			
	Secretary Learning Services/Learning Technology Services			
Band 5	Caretaker IV	26.08	28.12	30.15
	Clerical II: Continuing Education			
	Educational Assistant – Speech Language Assistant			
	Employee Workflow Administrator			
	Head Secretary Secondary			
	Learning Technology Services - School Support Analyst			
	Maintenance Person - Certified Carpenter/Plumber			
	Payroll Administrator			
	Secretary: Elementary School			
Band 6	Application Specialist-Academic	27.05	29.16	31.28
	Learning Technology Services Technicians			
	Learning Technology Services Web Support Technician			
	Maintenance Person - Certified Electrician			
	Mechanical Systems Technician			
	Youth Worker			
	<i>Gold Circled – Youth Worker</i>			31.89
Band 7	Accounting Analyst	28.01	30.22	32.34
	Learning Technology Services Helpdesk Specialist			
	Learning Technology Services Specialist			
	Incumbents: Accounting Analyst	32.01	34.58	37.12

CUPE 1479 Salary Grid - September 1, 2024 (\$1 per hour)

Grid-Code	Classification	Start	12 Months	24 Months
Band 8	Vacant	28.80	31.11	33.41
Band 9	Database Administrator	29.91	32.28	34.70
	Learning Technology Services Analyst			
Unbanded	Lunch Supervision	21.83		

CUPE 1479 Salary Grid - September 1, 2025 (\$1 per hour)

Grid-Code	Classification	Start	12 Months	24 Months
Band 1	Caretaker I	23.20	24.90	26.62
	<i>Gold Circled</i>			26.99
Band 2	Caretaker II	24.17	25.97	27.74
	Courier			
Band 3	Educational Assistant Special Education	25.15	27.02	28.89
	Secretary: Secondary School/Plant			
Band 4	Caretaker III	26.12	28.07	30.03
	Clerical 1: Finance and Accounting Technician			
	Itinerant Educational Assistant			
	Learning Resource Assistant			
	Maintenance Person Certified			
	Secretary Learning Services/Learning Technology Services			
Band 5	Caretaker IV	27.08	29.12	31.15
	Clerical II: Continuing Education			
	Educational Assistant – Speech Language Assistant			
	Employee Workflow Administrator			
	Head Secretary Secondary			

CUPE 1479 Salary Grid - September 1, 2025 (\$1 per hour)

Grid-Code	Classification	Start	12 Months	24 Months
	Learning Technology Services - School Support Analyst			
	Maintenance Person - Certified Carpenter/Plumber			
	Payroll Administrator			
	Secretary: Elementary School			
Band 6	Application Specialist-Academic	28.05	30.16	32.28
	Learning Technology Services Technicians			
	Learning Technology Services Web Support Technician			
	Maintenance Person - Certified Electrician			
	Mechanical Systems Technician			
	Youth Worker			
	<i>Gold Circled – Youth Worker</i>			32.89
Band 7	Accounting Analyst	29.01	31.22	33.34
	Learning Technology Services Helpdesk Specialist			
	Learning Technology Services Specialist			
	Incumbents: Accounting Analyst	33.01	35.58	38.12
Band 8	Vacant	29.80	32.11	34.41
Band 9	Database Administrator	30.91	33.28	35.70
	Learning Technology Services Analyst			
Unbanded	Lunch Supervision	22.83		

APPENDIX 'A'

Note 1 This appendix is for information purposes only and is not grievable.

Note 2 During the term of this agreement any amendments under OMERS will similarly be applied to this document.

Re: OMERS LANGUAGE REGARDING 'DEFINITION OF CONTRIBUTORY EARNINGS'

Definition of contributory earnings

For all pension and other compensation purposes the parties agree that contributory earnings must include all regular recurring earnings 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 (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (e.g. flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be "kept whole" e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes unpurchaseable service;
- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- Living accommodation premiums provided (if paid as a form of compensation and not as direct expense reimbursement);
- Ongoing taxable payments to pay for costs (e.g. educational or car allowance);

- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance [that is, expenses are not reimbursed] then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

APPENDIX 'B'

NOTE 1: This appendix is for information purposes only and is not grievable.

NOTE 2: During the term of this agreement, any changes to CRA rules will similarly apply to this information document.

Re: Travel

Employees must note that all travel payments will be taxable where an individual has received the additional \$.13 per kilometre rate given in any given year. The Canada Tax Revenue Agency (CRA) has set the 2018 rates for reasonable reimbursement for travel in personal travel vehicles to be \$0.55 per kilometre for Agreement to these articles is conditional on reaching a tentative agreement and ratification of a Memorandum of Settlement between the Algonquin and Lakeshore Catholic District School Board and the Canadian Union of Public Employees Local 1479.

The first 5,000 kilometres, and \$0.49 per kilometre driven thereafter. All staff in receipt of the \$0.13 additional mileage rate receive a total travel allowance from the board in excess of the CRA reasonable rate thereby rendering the full travel payment taxable.

The total taxable travel reimbursement paid to qualified staff in receipt of the \$0.13 additional mileage will be included on the employee's T4. In these cases, the Board will provide a T2200 Declaration of Conditions of Employment, which entitles the individual to deduction CRA qualifying expenses in their Annual Tax Return.

It is the responsibility of each individual to understand CRA rules, document their travel and submit their expenses to CRA. CRA's website has various information bulletins regarding salaried employees claiming travel expense deductions or the board recommends consultation with a tax accountant for further information to assess an individual's specific tax implications. Tax deductions for taxable travel payments paid in the previous month will occur in the following month through payroll deduction. Individual Flexibility Option: Each individual's unique tax situation and CRA qualifying business travel costs will affect whether receiving the \$0.13 additional travel rate is advantageous to them after the tax implications are considered. The board will provide the flexibility for individuals to elect whether they receive the \$0.13 additional travel rate.

If the employee elects to receive the \$0.13 additional rate, all per kilometre payments will be taxable during the year. If an employee elects not to receive the \$0.13 additional rate, regular travel reimbursements would not be taxable. An employee's decision would be effective at the beginning of each tax year and be in place for the full year. Receipt of the additional rate at any time during the year will result in travel being taxed for the entire year.

An employee will be required to complete an election form and submit it to Forms, Online@alcdsb.on.ca in order to receive the additional travel rate effective March 1 of each year.

LETTER OF UNDERSTANDING #1
BETWEEN
ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as “The Board”)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479
(hereinafter referred to as “The Union”)

Re: SUPERVISION

Part A: Non-Teaching Employees Employed to Provide Supervision (Other than EA'S and LRA'S)

1. The parties agree that non-teaching employees other than EA's and LRA's who are employed by the Board to provide periodic supervision during student lunch hours and while arriving and departing from school, also come within the scope of the bargaining unit as defined in Article 2.01 of the collective agreement; however, these employees shall not have access to the provisions of the Collective Agreement with the exception of Article 2, 4, 4, 6.01, 6.02, 6.03, 6.04, 8, 9, 23.
2. These Employee shall be paid in accordance with Schedule “A” salary grids.
3. When no persons are available as set out above, the Board reserves the right to continue to use volunteers to meet its supervision requirements.

Part B: Other

It is agreed that for the term of this collective agreement the following will guide the employer in assigning staff to supervise students:

1. General supervision to be provided by the Teachers will be scheduled first.
2. Additional supervision may be assigned as required to EA's, LRA's, Youth Workers and such other classifications where this is the core responsibility (Lunch and Yard Supervisors).
3. The Employer will consider any feedback provided by the joint committee referenced in LOU #7.

4. When conditions allow, the amount of supervision presently assigned to an EA will not be increased as a direct result of this agreement.
5. Other classifications in a school providing clerical, technical or custodial services will not be assigned supervision and may only be called upon in emergency situations when the safety and security of students is a concern.

LETTER OF UNDERSTANDING #2

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as “The Board”)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 1479
(hereinafter referred to as “The Union”)

Re: Educational Assistants Hours of Work

WHEREAS the Government has indicated its intention, conditional upon the approval of the Lieutenant-Governor-in-Council, to increase the benchmark salary for Education Assistants in the Elementary Pupil Foundation Grant in the GSN by 16.67% and the Special Education Per Pupil Amount (SEPPA) in the GSN in 2011-12;

Effective September 1, 2011 the normal scheduled hours of work for full time Educational Assistants will be a minimum of 33.75 hours per week, Monday – Friday, and 6.75 hours per day (excluding lunch).

Subject to the availability of remaining enhancement funds as noted in paragraph 2, the scheduled hours shall be increased up to seven (7) hours per day. The Board will share the actual calculations and enhancement funds when those figures are finalized.

The use of the incremental hours for Education Assistants funded above, must include scheduled supervision of students or after-school homework support. Nothing in this provision shall prevent School Boards from maintaining existing homework support programs operated by volunteers, unless stated otherwise in current Collective Agreements. Principals shall have the flexibility to assign these hours of work in a predictable and schedule manner in order to best meet the needs of students, the operational needs of the school and the transparency for Education Assistants' working conditions.

LETTER OF UNDERSTANDING #3

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter referred to as “The Board”)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 1479

(hereinafter referred to as “The Union”)

Re: Redeployment Committee

This will confirm the agreement reached at negotiations related to the use of a Redeployment Committee in cases of lay-off as a result of cutbacks in staffing.

The parties agree that a Redeployment Committee will be called upon at the request of either the Board or the Union. The Redeployment Committee will consist of joint and equal representation from the Board and the Union. Each party may appoint up to three (3) representatives to the Committee.

The mandate of the committee will be to review and recommend alternatives to the Board on the proposed cutbacks in staffing.

The committee will determine its own terms of reference.

LETTER OF UNDERSTANDING # 4

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter referred to as “The Board”)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479

(hereinafter referred to as “The Union”)

Re: Professional Activity Days

The parties agree that designated professional activity days on the Board’s school year calendar are working days for Educational Assistant(s) otherwise scheduled to work on those days.

The parties agree that a joint committee of the Board and the Union will be established for each of the groups described below to review options and plans for any designated professional activity days. The joint committee shall forward recommendations to the appropriate Supervisory Officer for approval. The joint committee will consist of representation from the Board and the Union. The number of representatives from both parties should not exceed four (4) committee members in total.

The groups are:

1. Secretarial/Clerical;
2. Maintenance/Custodial;
3. Educational Assistants;
4. Technical Employees;
5. Speech and Language Educational Assistants, Learning Resources Assistants and Youth Workers

LETTER OF UNDERSTANDING #5

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter referred to as “The Board”)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479

(hereinafter referred to as “The Union”)

Re: Benefits

As required by the terms and conditions of the long-term disability plan of the Ontario Teachers' Insurance Plan (OTIP), effective September 1, 2006 coverage for long-term disability is mandatory for all caretaking and maintenance staff.

LETTER OF UNDERSTANDING #6

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter referred to as “The Board”)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479

(hereinafter referred to as “The Union”)

Re: Casual Seniority List Calculation

The parties agree for the purposes of calculating casual seniority for a casual seniority list, as described by the central terms, casual members will have their seniority calculated based on number of hours worked effective retroactive to September 1, 2014.

LETTER OF UNDERSTANDING #7
BETWEEN
ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as “The Board”)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479
(hereinafter referred to as “The Union”)

Re: Supervision of Students - Joint Committee

The Board and Union will create a committee composed of 4 individuals from each party to review best practices around student supervision.

The Committee will review scheduling practices, staff feedback in the process and general student supervision issues for all staff.

The Committee will provide feedback on best practices to Senior Management

LETTER OF UNDERSTANDING #8

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as “The Board”)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479
(hereinafter referred to as “The Union”)

RE: Joint Job Evaluation

WHEREAS the parties have an existing wage structure based on the principle of equal pay for work of equal value;

WHEREAS the parties agree to jointly maintain internal equity via an equitable and non-discriminatory job evaluation process for all jobs with CUPE Local 1479, including new and changed jobs;

THEREFORE the parties agree to:

1. Continue a Joint Job Evaluation Committee consisting of equal representation from CUPE Local 1479 (the Union) and the Algonquin Lakeshore Catholic District School Board (the Employer). On agreement, the parties may have the assistance of one or more third parties at any Committee meetings.
2. Negotiate terms of reference for the joint job evaluation process within ninety (90) days following the execution of this collective agreement. The terms will establish a schedule such that all bargaining unit positions are reviewed within a three-year cycle to determine whether there have been sufficient changes warranting re-evaluation of the position; and
3. Provide training to the Joint Job Evaluation Committee and any alternate committee members on job evaluation procedures within one hundred and twenty (120) days following the execution of this collective agreement

LETTER OF UNDERSTANDING #9

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter referred to as “The Board”)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479

(hereinafter referred to as “The Union”)

Re: Memorandum Regarding Vacation Carryover

Whereas during the 2014 negotiations for the renewal of the collective agreement, the parties had extensive discussions about this matter;

And Whereas the parties agreed that it is in the parties' best interest for vacation entitlement to be used in the period allowed for in the collective agreement;

And Whereas the parties agreed to trial the following provisions for the duration of this collective agreement, effective September 1st, 2016;

The parties agreed to the following provisions for vacation making the current language for vacation inoperable:

Twelve (12) Month Employees

16.01 Twelve (12) month employees shall be entitled to vacation with pay computed on the following basis according to the employee's length of continuous service:

- (a) less than one (1) year from date of employment to September 1, one (1) day for each to a maximum of ten (10) days' vacation with pay at their regular rate of pay.
- (b) more than one (1) year as at September 1, but less than two (2) years, two (2) weeks' vacation with pay at their regular rate of pay.
- (c) two (2) years' to five (5) years' service at September 1, three (3) weeks' vacation with pay at their regular rate of pay.
- (d) over five (5) years' service as at September 1, four (4) weeks' vacation with pay at their regular rate of pay.

- (e) over thirteen (13) years' service as at September 1, Five (5) weeks' vacation with pay at their regular rate of pay.
- (f) over twenty-one (21) years' service as at September 1, six (6) weeks' vacation with pay at their regular rate of pay.
- (g) over twenty-nine (29) years' service as at September 1, seven (7) weeks' vacation with pay at their regular rate of pay.

Ten (10) Month Employees

16.02 Employees who are employed for ten (10) months per year shall be entitled to vacation pay computed on the following basis according to the employee's length of service.

- (a) less than one (1) year from date of employment to September 1, vacation pay of 4% of total earnings.
- (b) more than one (1) year as at September 1, but less than two (2) years, 5% of total earnings in the preceding year.
- (c) two (2) years' to five (5) years' service as at September 1, 7% of total earnings in the preceding year.
- (d) over five (5) years' service as at September 1, 9.5% of total earnings in the preceding year.
- (e) over thirteen (13) years' service as at September 1, 11.75% of total earnings in the preceding year.
- (f) over twenty-one (21) years' service as at September 1, 14% of total earnings in the preceding year.
- (g) over twenty-nine (29) years' service as at September 1, fifteen (15%) percent of total earnings in the preceding year.

16.03 If a holiday with pay falls or is observed during an employee's vacation period, they shall receive a day's pay for such holiday. This day shall not be deducted from the employee's vacation bank.

16.04 Where a holiday with pay falls during an employee's scheduled vacation, on an unscheduled day of work an employee shall receive a regular day's pay.

16.05 (a) An employee will be granted and shall take their vacation at such time times as the Board finds most suitable, considering in each case the employee's seniority, their wishes, and the efficient operation of the Board. It is agreed that no request will be unreasonably denied. It is understood and agreed that where an employee is entitled to more than two (2) weeks of vacation, the Board may require such employee to take their vacation in interrupted periods in order to accommodate the wishes of other employees.

- (b) All vacation pay for 10-month employees accumulated to that point shall be paid on the last pay period prior to Christmas Break, March Break, and the second last pay period in June.
- (c) Vacation entitlement is calculated from September 1st to August 31st. Vacation may be taken during the calendar year it is earned with prior written approval of the employee's immediate supervisor.

16.06 "Total earnings" in Article 16.02 do not include prior payments of vacation pay.

Additionally,

1. Vacation bank shall not continue to accrue and the banks will be frozen for the duration of this agreement.
2. There will be a maximum of ten (10) days of vacation allowed for carry over, unless otherwise approved by the Director, or their designate. Such carry over must be used by March 31st, following process for the term of this agreement.
3. Where carry over is not approved by the Director, or their designate and where the Board is unable to authorize vacation due to extenuating circumstances, a payout of unused vacation will occur by April 30th of the following year.
4. Twelve Month Employees who have:
 - a. Less than five (5) weeks of vacation, shall take one (1) week of vacation,
 - b. Five (5) weeks of vacation, shall take a minimum of two (2) weeks vacation,
 - c. Six (6) weeks of vacation or more shall take a minimum of three (3) weeks vacation,During the non-instructional period. When the Board is undertaking a special project the above minimum vacation amounts may be reduced by mutual agreement between the Employee and the Supervisor.
5. Employees will be credited with their projected annual vacation allocation on September 1st of each year.
6. Newly hired employees will be provided their pro-rated vacation upon hire.
7. Employees who leave the employ, or take a leave of absence from, the Board prior to earning their full vacation allocation shall have the over used vacation amount deducted from their last pay.

8. In consideration of reducing frozen vacation banks, and by mutual agreement between the employee and the Board the follow may apply:
 1. Employees may take an additional week or more of vacation at any time during the year, and or;
 2. Employees may request a payout of one or more vacation weeks from the frozen bank. This may only occur once annually. Subject to Revenue Canada rules employees may request for direct deposit to an RRSP account.

LETTER OF UNDERSTANDING #10

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as “The Board”)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479
(hereinafter referred to as “The Union”)

Re: Joint Committee – Merger Review of CUPE Unit 1 and Unit 2 Collective Agreements

The parties agree that a joint committee of the Board and the Union will be established for the purposes of reviewing the issues associated with merging the CUPE Unit 1 and Unit 2 collective agreements.

The joint committee shall identify common collective agreement language, differences in the language between the two collective agreements and a template for a merged collective agreement. The work of the committee will be provided to the parties to form the basis of discussion for the next round of collective bargaining.

The committee composition shall consist of no more than eight (8) members, four (4) members for both the Board and the Union. In addition the Union may have the assistance of the CUPE National Representative at meetings.

During the life of the Collective Agreement employees from Unit 1 may apply for vacant positions in Unit 2 and employees from Unit 2 may apply for vacant positions in Unit 1. These applicants will be considered only after it is determined there are no successful applicants from the Unit where the position exists and prior to outside applicants being considered. All applicants must meet the conditions of Article 12 – Promotions and Transfer from the Unit where the position in question exists. It is understood that successful applicants would not be able to carry-over their seniority.

LETTER OF UNDERSTANDING #11

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as “The

Board”) AND

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 1479 – Unit 1
(hereinafter referred to as “The
Union”)

Re: Article 22.09 (b) Uniform Allowance

The parties agree to establish a joint committee to develop and implement a points-based uniform allowance to amend Article 22.09 (b). It is agreed that any new process for providing uniforms shall be cost neutral to the Board.

The committee shall determine the points to be assigned to each of the uniform components as identified in Article 22.09 (b) and shall develop a list of approved uniform items (including an embroidered Board logo on all upper garments and outerwear) from which Union members may choose. Additional items may be added by the supplier by mutual consent of both parties.

The new points-based uniform allowance system will continue to be piloted for the 2022-2023 year. The committee will meet in April of 2023 to review the points-based system, and make adjustments, if required and as mutually agreed, for the 2023-2024 year. A review will be conducted again in April 2024.

The committee composition shall consist of no more than six (6) members in total, with equal representation from both the Board and the Union.

Should the parties be unable to agree to a cost neutral points-based uniform allowance system, the existing terms of Article 22.09 (b) shall apply.

LETTER OF UNDERSTANDING #12

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as “The Board”)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479
(hereinafter referred to as “The Union”)

Re: Employee Workload

Workload Committee

1. Whereas the union has raised with the employer that workload can be an issue for some employees and can have implications to the employee’s health and wellbeing.
2. Whereas the Parties agree to continue to discuss workload issues as they arise.
3. Whereas the Parties agree it is important to review the extent of the problem and the causes of the problem.

Therefore, the Parties agree that workload will be added as a standing agenda item for discussion at Joint Labour Management Meetings.

In order to ensure meaningful discussion of workload matters identified, the parties may invite up to one additional member to attend the relevant meeting to provide background and feedback on the workload issue identified.

Any recommendations developed through workload discussions will not be binding on either party.

LETTER OF UNDERSTANDING #13

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as “The Board”)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479
(hereinafter referred to as “The Union”) – Unit 1 and 2

Re: Vacation for Ten (10) Month Employees

Whereas during the 2019 negotiations for the renewal of the collective agreement, the parties had extensive discussions about this matter;

And Whereas the parties agreed to trial the following provisions effective September 1st, 2020 with respect to the scheduling of vacation leave (unpaid) during the school year;

And Whereas this letter of Understanding shall expire on August 31, 2022;

The parties agree that the following shall apply to ten (10) month employees only:

1. Vacation leave (unpaid) shall not be scheduled on any instructional day(s) during the school year save and except as follows:

For employees with over ten (10) years' service as at September 1, up to two (2) days of vacation leave (unpaid) may be scheduled on:

- (i) instructional day(s); or
- (ii) professional activity days as determined by the Board

For employees with over thirteen (13) years' service as at September 1, an additional one (1) day of vacation leave (unpaid) may be scheduled as per (i) and (ii) provided the employee has used five (5) or less sick days during the previous school year. Some exceptions to the requirement to have used five (5) days or less of sick leave may be considered at the discretion of the employer.

Such vacation leave shall be taken as time off without pay and are subject to prior approval of the Board in accordance with the terms set out below. By September 30 of the 2020/21 and 2021/2022 school year, eligible ten (10)

month employees who wish to access unpaid vacation days in the school year shall submit a written request to the Board.

2. Requests will be considered based on the operational requirements as determined at the sole and absolute discretion of the Board. Operational requirements may include, but are not limited to: requests exceeding 5% of the available supply/temporary employees for leaves of absence per job classification at any one time; the number of employees in the same job classification at the same work site requesting unpaid vacation leave, student assessment dates, professional development needs of the Board, and the availability of replacement employees where required.
3. Requests not received by September 30 will be considered provided the request is submitted not less than 30 calendar days in advance of the date the unpaid vacation request is to occur, and subject to the same considerations as above.
4. For purposes of paragraph 1, by June 30 of the previous school year, the Board shall designate professional activity days on which the various classifications of ten (10) month employees may schedule such unpaid vacation leave.
5. It is expressly understood that this Letter of Understanding addresses the scheduling of unpaid vacation leave and does not modify/alter any entitlements of any employee to Scheduled Unpaid Leave Plan under Letter of Understanding #6 (page 37-38) of the Central Terms.
6. Letter of Understanding #14 at pages 131-134 of the Collective Agreement for the period of September 1, 2017-August 31, 2019 is renewed subject to the terms set out herein.