

COLLECTIVE AGREEMENT

Between



**The Greater Essex County
District School Board**

(hereinafter called the "Board")

and



**The Canadian Union of Public Employees
Local 1348**

Office, Clerical, Technical

(hereinafter called the "Union")

EFFECTIVE: September 1, 2022 to August 31, 2026

TABLE OF CONTENTS

PART A: CENTRAL TERMS

C1.00	STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT	6
C1.1	<i>Separate Central and Local Terms.....</i>	6
C1.2	<i>Implementation</i>	6
C1.3	<i>Parties.....</i>	6
C1.4	<i>Single Collective Agreement</i>	6
C2.00	DEFINITIONS	6
C3.00	LENGTH OF TERM/NOTICE TO BARGAIN	6
C3.1	<i>Term of Agreement.....</i>	7
C3.2	<i>Term of Letters of Agreement/Understanding</i>	7
C3.3	<i>Amendment of Terms</i>	7
C3.4	<i>Notice to Bargain</i>	7
C4.00	CENTRAL DISPUTE RESOLUTION PROCESS.....	7
C4.1	<i>Statement of Purpose.....</i>	7
C4.2	<i>Parties to the Process.....</i>	8
C4.3	<i>Meetings of the Committee.....</i>	8
C4.4	<i>Selection of Representatives.....</i>	8
C4.5	<i>Mandate of the Committee</i>	8
C4.6	<i>Role of the Central Parties and Crown</i>	8
C4.7	<i>Referral of Disputes.....</i>	9
C4.8	<i>Carriage Rights.....</i>	9
C4.9	<i>Responsibility to Communicate</i>	9
C4.10	<i>Language of Proceedings.....</i>	9
C4.11	<i>Definition of Dispute</i>	9
C4.12	<i>Notice of Disputes.....</i>	9
C4.13	<i>Referral to the Committee.....</i>	10
C4.14	<i>Timelines</i>	10
C4.15	<i>Voluntary Mediation/Expedited Meditation</i>	10
C4.16	<i>Arbitration</i>	11
C5.00	BENEFITS.....	12
C5.1	<i>Eligibility and Coverage</i>	12
C5.2	<i>Funding.....</i>	12
C5.3	<i>Cost Sharing.....</i>	12
C5.4	<i>Full-Time Equivalent (FTE) and Employer Contributions</i>	13
C5.5	<i>Payment in Lieu of Benefits.....</i>	13
C5.6	<i>Benefits Committee</i>	13
C5.7	<i>Privacy.....</i>	13
C6.00	SICK LEAVE	13
C6.1	<i>Sick Leave/Short Term Leave and Disability Plan.....</i>	13
C7.00	CENTRAL LABOUR RELATIONS COMMITTEE.....	18
C7.1	<i>Preamble</i>	18
C7.2	<i>Membership.....</i>	18
C7.3	<i>Co-Chair Selection.....</i>	18
C7.4	<i>Meetings.....</i>	19
C7.5	<i>Agenda and Minutes.....</i>	19
C7.6	<i>Without Prejudice or Precedent.....</i>	19
C7.7	<i>Cost of Labour Relations Meetings.....</i>	19
C8.00	CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES	19
C9.00	ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS	19
C10.00	CASUAL SENIORITY EMPLOYEE LIST	19
C11.00	UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING.....	19
C12.00	STATUTORY LEAVES OF ABSENCE/SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB)	20
C12.1	<i>Family Medical Leave or Critical Illness Leave.....</i>	20
	<i>Supplemental Employment Benefits (SEB)</i>	20
C13.00	MERGER, AMALGAMATION OR INTEGRATION.....	20
C14.00	SPECIALIZED JOB CLASSES	21

C15.00 PROFESSIONAL ACTIVITY DAYS	21
APPENDIX A	22
APPENDIX B	23
<i>Sick Leave Credit-Based Retirement Gratuities (where applicable)</i>	23
<i>Other Retirement Gratuities</i>	23
APPENDIX C – MEDICAL CERTIFICATE	23
LETTER OF UNDERSTANDING #1	30
<i>Re: Status Quo Central Items</i>	30
LETTER OF UNDERSTANDING #2	31
<i>Re: Status Quo Central Items and Items Requiring Amendment and Incorporation</i>	31
LETTER OF UNDERSTANDING #3	34
<i>Re: Job Security: Protected Complement</i>	34
LETTER OF UNDERSTANDING #4	36
<i>Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference</i>	36
LETTER OF UNDERSTANDING #5	38
<i>Re: Sick Leave</i>	38
LETTER OF UNDERSTANDING #6	39
<i>Re: Central Labour Relations Committee</i>	39
LETTER OF UNDERSTANDING #7	39
<i>Re: List of Arbitrators</i>	39
LETTER OF UNDERSTANDING #8	41
<i>Re: Children’s Mental Health, Special Needs, and Other Initiatives</i>	41
LETTER OF UNDERSTANDING #9	42
<i>Re: Provincial Working Group – Health and Safety</i>	42
LETTER OF UNDERSTANDING #10	43
<i>Re: Ministry Initiatives Committee</i>	43
LETTER OF UNDERSTANDING #11	44
<i>Re: Bereavement Leave</i>	44
LETTER OF UNDERSTANDING #12	45
<i>Re: Short Term Paid Leave</i>	45
LETTER OF UNDERSTANDING #13	46
<i>Re: Learning and Services Continuity and Absenteeism Task Force</i>	46

TABLE OF CONTENTS

PART B: LOCAL TERMS

ARTICLE	TITLE	PAGE
	Preface to the Agreement.....	48
1	Purpose.....	48
2	Scope.....	48
3	Management Rights.....	49
4	No Discrimination	50
5	Union Representation/Labour Management	50
6	Union Release Time	52
7	Deductions and Remittance of Union Dues.....	54
8	Seniority.....	55
9	Discipline and Personnel Files.....	57
10	Correspondence.....	58
11	Grievance Procedure	59
12	Arbitration	61
13	Posting of Vacancies and Transfers	61
14	Lay-Off and Recall	65
15	Hours and Conditions of Work	68
16	Salaries.....	73
17	Overtime	76
18	Paid Holidays.....	78
19	Vacation	79
20	Sick Leave.....	82
21	Leave of Absence	82
22	Pregnancy, Adoption and Parental Leave.....	88
23	Employee Benefits	89
24	Occasional Clerical Workers and Temporary Information Technology Technicians	90
25	Students.....	92
26	Bulletin Boards.....	92
27	Tuition Assistance	92
28	Mileage Claim	93
29	Job Security.....	93
30	Technological Change	93
31	Safety.....	94

32	Workplace Safety and Insurance	95
33	Strikes and Lockouts	96
34	Video Surveillance	97
35	Terms of Agreement	98
	Letter of Understanding – Declaration of Interest/Transfer for Location and/or Increase or Decrease in Hours in the Elementary Clerk Class.....	99
	Letter of Understanding – Red / Yellow Folders.....	101
	Letter of Understanding – Professional Development.....	102
	Letter of Understanding – Internal Equity.....	103
	Appendix A – Sick Leave.....	104

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

- 1) 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.

- 2) 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

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

Permanent Employees

Subject to paragraphs d), e) and f) below, permanent Employees will be allocated one hundred and twenty (120) short-term disability days at the start of each fiscal year or the first day of employment.

Permanent Employees eligible to access short-term disability coverage shall receive payment equivalent to ninety percent (90%) of regular wages.

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

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

g) Graduated Return to Work

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

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

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

- and is not receiving benefits from another source;
- and is working less than his/her regular hours of work;

- and has sick leave days and/or short-term disability days remaining from the previous year

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent fiscal year worked. Each top-up to 100% from 90 to 100% requires the corresponding fraction of a day available for top-up.

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**C7.1 Preamble**

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

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

C15.00 PROFESSIONAL ACTIVITY DAYS

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

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

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - MEDICAL CERTIFICATE

PART 1

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

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

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

<p>I, _____ 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 _____ VVVV for my absence starting on the _____ dd _____ mm _____ VVVV</p> <p>Signature _____ Date _____</p> <p>Employee ID: _____</p>	<p>Dear Health Care Professional, please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.</p> <p><u>Please return the completed form to the attention of:</u></p>
<p>Employee Address: _____ _____ _____</p>	<p>Telephone No: _____</p> <p>Work Location: _____</p>

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

First Day of Absence:

General Nature of Illness* (*please do not include diagnosis*):

Date of Assessment:
dd mm yyyy

No limitations and/or restrictions

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

COGNITIVE (if applicable)

<p>Attention and Concentration:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>	<p>Following Directions:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>	<p>Decision-Making/Supervision:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>	<p>Multi-Tasking:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>
---	--	---	---

<p>Ability to Organize:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>	<p>Memory:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>	<p>Social Interaction:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>	<p>Communication:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>
---	--	--	---

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	
<p>From the date of this assessment, the above will apply for approximately:</p> <p><input type="checkbox"/> 1-2 days <input type="checkbox"/> 3-7 days <input type="checkbox"/> 8-14 days</p> <p><input type="checkbox"/> 15 + days <input type="checkbox"/> Permanent</p>	<p>Have you discussed return to work with your patient?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Recommendations for work hours and start date (if applicable):</p> <p><input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours</p> <p><input type="checkbox"/> Graduated hours</p>	<p>Start Date: dd mm yyyy</p>
<p>Is the patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No</p> <p>If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Please check one:</p> <p><input type="checkbox"/> Patient is capable of returning to work with no restrictions.</p> <p><input type="checkbox"/> Patient is capable of returning to work with restrictions. (Complete Part 2)</p> <p><input type="checkbox"/> I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.</p>	
<p>Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy</p>	

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')**

AND

The Crown

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')**

AND

The Crown

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')**

AND

The Crown

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 wellbeing 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 UNDERSTANDING #13

BETWEEN

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

AND

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

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.

PART B

LOCAL TERMS

PART B – LOCAL TERMS

PREFACE TO THE AGREEMENT

The parties to the agreement recognize that our objectives include service to First Nations, Métis and other ethnic communities and the promotion, preservation, protection and interpretation of their histories, languages, cultures and artistic heritages using ways of knowing and understanding. We are dedicated to honouring Indigenous history and culture while remaining committed to moving forward respectfully with all First Nations, Inuit and Métis.

We acknowledge that we are on land honoured by the Wampum Treaties; agreements between the Anishinaabe, Haudenosaunee, Leni, Lenape and allied Nations to share and care for the resources around the Great Lakes. We acknowledge the presence of the Three Fires Confederacy (Ojibwe, Odawa, Potawatomi and Huron/Wendat Peoples) and our neighbours, the Caldwell First Nation.

ARTICLE 1 - PURPOSE

- L1.01** It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships between the Board and the Union.
- L1.02** Except for error, omission or inadvertence, it is the intent of the parties and the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries and related benefits, and to provide a procedure for the settlement of all matters in dispute between the parties that arise out of this Agreement.
- L1.03** The Board recognizes the Union as the sole and exclusive bargaining agent for employees of the Greater Essex County District School Board employed as Office, Clerical and Technical.
- L1.04** No employee shall be required or permitted to make any written or verbal agreement with the Board which may conflict with the terms of this Collective Agreement without written agreement between the Board, the employee and the Union.

ARTICLE 2 - SCOPE

- L2.01** This Agreement covers all employees of the Greater Essex County District School Board (the Board) employed as office, clerical and technical employees, save and except supervisors, persons above the rank of supervisor, students

employed on a temporary basis, part-time school aides and the positions identified below:

In the Human Resources Department: Human Resources Officers, Joint Employee Assistance Program Coordinators, Joint Employee Assistance Program Secretary, Administrative Assistant to the Superintendent of Human Resources, Secretary to the Manager of Employee Relations/Legal Counsel, Secretary to Manager of Human Resources, Employee Benefits Administrator, Employee Relations Officer, Human Resources Secretaries.

In the Business Department: Assessment Officer, Corporate Database Supervisor, Manager of Planning and Development, IPPS & Compensation Budget Officer, Administrative Assistant to the Superintendent of Business.

In the Plant Department: Systems Engineer, Projects Administrator and Coordinator of Building Renewal, Health and Safety Coordinator, and the Secretary to the Manager of Facility Services.

In the Information Services Department: Database Administrators (2 positions).

In the Academic Office: Executive Assistant to the Director of Education, Administrative Assistants to Superintendents, Equity and Inclusion Officer, **Create Your Future Advisors**, Community Development /Projects Officer and Administrative Assistant to the Executive Assistant to the Director's Office.

- L2.02 No persons paid or unpaid shall perform work of the bargaining unit except as mutually agreed in writing by the parties.

ARTICLE 3 - MANAGEMENT RIGHTS

- L3.01 The Union recognizes the right and duty of the Board to operate and manage its school system in accordance with its obligations and to make from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with provisions of this Agreement.
- L3.02 The Union recognizes the right of the Board to hire, direct, transfer, promote, lay-off and the right to discipline, suspend or discharge for just cause, any employee subject to the provisions of this Agreement.
- L3.03 The Union recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board in negotiations on its behalf for the purposes of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

- L4.01** The parties hereto agree that the provisions of the Ontario Human Rights Code, the Occupational Health and Safety Act, and the Ontario Labour Relations Act as amended periodically shall apply to all employees.
- L4.02 The Board shall not discriminate against any employee with respect to terms or conditions of employment on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability as provided for in the Ontario Human Rights Code.
- L4.03 The parties agree that there shall be no interference, restraint, coercion or discrimination practiced against employees on the grounds of union membership or activity within the provisions of the Ontario Labour Relations Act.
- L4.04 The Board and the Union agree that harassment is unacceptable behaviour and it is the responsibility of the Board to maintain a harassment-free workplace.
- L4.05 The Board and the Union commits to following the Human Rights Policy and Regulation.
- L4.06** The Board and the Union agree that for cases of harassment that the Board's policies and administrative procedures will be followed. This should not limit the ability for the union to concurrently file a grievance related to harassment in the workplace.

ARTICLE 5 - UNION REPRESENTATION/LABOUR MANAGEMENT

- L5.01 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Board under Article L11, under Step 2 of the Grievance Procedure and thereafter or at any other meeting between the Parties where it is mutually agreed.
- L5.02 In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the right of the Union to appoint or elect Stewards whose duties shall be to assist any employee, whom the Steward represents, in preparing and in presenting a grievance in accordance with the grievance procedure. The Union shall elect or appoint a maximum of ten (10) Stewards. One (1) of the Stewards shall be appointed by the Union as **Lead Steward**.

L5.03 The Union shall establish the following Committees:

- (a) Grievance Committee
To comprise a maximum of four (4) seniority employees as its members, and the purpose of which is as set out in Step 3 of the Grievance Procedure in this Agreement.
- (b) Negotiating Committee
To comprise a maximum of five (5) seniority employees as its members and the purpose of which is as set out in Article L5 of this Agreement.
- (c) Labour-Management Relations Committee
To comprise a maximum of four (4) seniority employees as its members and the purpose of which is as set out in Article L5.04 of this Agreement.
- (d) WSIB Committee
To comprise a maximum of four (4) seniority employees as its members and the purpose of which is set out in Article L32 of this Agreement.

L5.04 (a) A Labour-Management Relations Committee shall be established as per L5.03(c). This Committee shall not by-pass the Grievance Procedure as set out in this Agreement. The Committee shall concern itself with matters of the following general nature:

- (i) considering constructive criticisms of all activities so that better relations shall exist between the Board and the employees;
- (ii) increasing operating efficiency by promoting cooperation;
- (iii) improving service to the public;
- (iv) reviewing employees' suggestions and questions concerning working conditions and service; and
- (v) promoting education and training of the employees.

(b) The Labour-Management Relations Committee shall meet once every two (2) months (July and August excepted), or more frequently if needed, at such time and place as it is mutually satisfactory to both parties.

The meeting dates will be set at the beginning of each school year. Agenda items to be shared with committee members three (3) working days prior to the meeting.

If there are no agenda items, a meeting will not take place.

- L5.05 The Parties agree that they shall not hinder, coerce, restrain or interfere in any way with recognized Stewards, or members of Committees in the performance of their duties as set out herein, provided they (the Stewards or members of Committees) have the prior approval of the Superintendent or designate as established in Article L6.
- L5.06 Stewards and members of joint Committees must obtain prior approval of the immediate supervisor, before meeting with Board Officials under this Agreement. In accordance with this commitment, the Board agrees that there will be no deduction from their pay while on the leaves of absence or seniority granted to such union officers and members who may be required to attend such meetings.
- L5.07 With the prior permission of the Manager of Facility Services, the Union may hold meetings of C.U.P.E. 1348 on the property of the Board without charge. That permission will not be unreasonably denied.
- L5.08 (a) The Board agrees to acquaint new employees covered by this Agreement with the fact that this Agreement is in existence, and to provide them with a paper copy of same at time of hiring. The Board agrees to provide employees with electronic access to a copy of the Collective Agreement thereafter.
- (b) The Board will invite CUPE to present to new members at their orientation meeting. At such meeting the Union will provide each member with a Union Orientation Kit. The Board will give the Union a minimum of 48 hours' notice.
- L5.09 The Board agrees to advise the union president of any new initiatives or policy changes which may affect the working condition of employees.
- L5.10 The Board commits to inviting the CUPE Local 1348 President to be consulted as new policies and procedures on occupational and non-occupational return to work plans are developed.
- L5.11 The HR Officer or designate and the Union President or designate shall meet as soon as possible after enrolment figures are confirmed to review elementary and secondary office / clerical needs.

To enable the parties to perform their function, the Board shall furnish the President or designate with:

- a) Actual enrolment numbers for each school**
- b) March projected numbers**
- c) Details related to any known programs that are being added**

All materials will be provided 48 hours prior to the meeting at which it will be discussed.

ARTICLE 6 - UNION RELEASE TIME

- L6.01** (a) Acknowledging the responsibility of the Board to maintain a qualified work force in each sector or department, Union Leave of Absence without loss of pay or loss of seniority may be granted to a maximum of six (6) employees to attend union functions at any one time and a maximum of 35 employee days in a calendar year.
- (b) Request for union leave of absence shall be in writing to the Coordinator of Human Resources or designate at least two weeks prior to the requested leave. The Board agrees that there will be no deduction from their pay for employees on Union Leave of Absence. The Board will invoice the Treasurer of CUPE Local 1348 for any incremental costs (such as overtime) incurred as a result of the leave and for the cost of any replacement/occasional clerical worker (OCW) / temporary information technology technician (temporary I.T.T.) deemed necessary by the Board while covering the leave of absence.
- (c) Additional leave may be requested by the local beyond the thirty-five (35) days subject to approval from the Coordinator of Human Resources or designate, which shall not be unreasonably denied. The Board will invoice the Treasurer of CUPE Local 1348 only for the cost of the employee(s) on such leave beyond the thirty-five (35) days.
- L6.02** The President of C.U.P.E. 1348 or their designate shall be allowed a maximum of 1.0 F.T.E. (full-time) leave as arranged with the Coordinator of Human Resources or designate. Such leave allocation shall not accumulate from school year to school year. The Union shall be invoiced for the cost of the replacement, calculated at Step 0 for the replaced employee's band rate, for the leave taken.
- L6.03** An employee elected or appointed for a position with the Union or any organization with which the Union is affiliated shall be granted leave of absence without pay or other benefits provided by this Agreement for a period of up to one (1) year without loss of seniority. Such leave may be renewed for a further one (1) year. Application for such leave must be made in writing to the Coordinator of Human Resources for consideration no less than fifteen (15) days prior to the commencement of the leave or leave renewal.
- L6.04** Notwithstanding this Article the employee(s) on Union Leaves, excluding leaves under L6.03, will not lose salary, benefits or seniority while fulfilling their Union duties.
- L6.05** (a) All leave requests of one day or greater shall be made in writing using the designated Request for Leave Form to the designated Human Resources Officer prior to the commencement of the leave.

- (b) All requests for leaves of less than one day to attend to union business including but not limited to labour-management meetings, grievance meetings and complaint investigation must be verbally requested to and approved by the employees' immediate supervisor or designate.

L6.06 Upon completion of their Union duties and notwithstanding Article L13 the employee affected in Article L6.03 shall return to the position they held previously and wherever possible at the same work location. Written notice must be provided to the Coordinator of Human Resources at least thirty (30) days prior to the date of return.

ARTICLE 7 - DEDUCTIONS AND REMITTANCE OF UNION DUES

- L7.01**
- (a) The Board agrees to deduct from the wages of each employee defined in the bargaining unit a sum equal to the current monthly dues, and to remit such deductions to the Treasurer of the Local Union not later than the 15th day of the month following the months in which such deduction is made.
 - (b) Such remittance shall be accompanied by a list of;
 1. Employee name
 2. Employee identification number
 3. Total regular wages for each employee for the period being remitted
 4. Current dues deducted for each employee
 5. Employee group
 6. Employee home location
 7. Pay number
 - (c) 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.
 - (d) The Board shall deduct a one-time initiation fee from new members in the amount of \$10.00. This fee shall be deducted from the employee's first pay.
- L7.02** The Union shall notify the Board in writing of the amount of such Union dues from time to time. In all cases, the Union shall notify the Board in writing at least thirty (30) calendar days in advance of any changes to the amount of Union dues to be deducted.

- L7.03 Any employee who is a member of the Union at the time of the signing of this Agreement shall, as a condition of continued employment, remain a member of the Union, and further, any new employee shall, as a condition of continued employment, become a member of the Union upon appointment to the seniority staff.
- L7.04 Union dues shall be deducted from probationary employees on the same scale as seniority employees.
- L7.05 Union dues deducted from an employee's pay during the year will be shown on the employee's Income Tax form, T4 and any legal requirement, for that period.

ARTICLE 8 - SENIORITY

- L8.01 (a) Seniority will be granted on the date commencing with continuous, permanent employment in a permanent office, clerical or technical position with either predecessor employer(s).
- (b) "Continuous" employment refers to uninterrupted service. Approved leaves and the inactive weeks for 10-month positions are not considered service interruptions.
- (c) (i) Where employees have the same Date of Hire or have equal seniority in accordance with L8.01 (a) & (b) the order of seniority shall be determined by chance as agreed upon by the Parties and the determined ranking shall not change.
- (ii) In the event two (2) or more employees are hired to a permanent position from the OCW/Temporary I.T.T. list on the same date, their ranking to break the tie on the permanent seniority list, in accordance with Article L8.01 (a), shall be determined based on their date of hire on the OCW/Temporary I.T.T. list.
- (d) Seniority rights of employees shall be established after a probationary period of six (6) months and shall date from the time any such employee first entered the employment of the Board or in the case of uninterrupted service a predecessor Board.
- (e) During the probationary period, a probationary employee shall be entitled to all rights and privileges of the Collective Agreement save and except the right to grieve discipline and discharge.
- (f) Successful completion of the probation period shall be evidenced in writing by the designated Human Resources Officer.
- L8.02 A seniority list shall be established and shall be brought up-to-date as of March 31 and November 30 and shall be posted electronically. The seniority list shall

contain the name of each seniority employee, the employee's location, job title, F.T.E., band, date of hire and seniority date. This list shall be in order by seniority date from the earliest to the most recent. Seniority of part-time employees shall weigh equal with seniority of full-time employees.

L8.03 Loss of Seniority

The seniority of an employee shall be lost, and the employment of such employee declared terminated in the event that such employee:

- (a) is discharged for just cause and is not reinstated through the grievance or arbitration procedure;
- (b) resigns;
- (c) is absent from work for more than five (5) consecutive days without giving a satisfactory reason to the Board;
- (d) after a lay-off fails to return to work within seven (7) calendar days after being informed by registered mail to do so unless a satisfactory reason is given to the Board for such failure. It shall be the responsibility of each employee to keep the Board informed of their current address;
- (e) is laid off for a period longer than two (2) years. The initial day of any lay-off period for a seniority employee shall be the most recent date immediately following employment by the Board, where such employment consists of a minimum of twenty (20) continuous working days.
- (f) is absent from work because of sickness, accident, lay-off for two (2) years or less, or leave of absence approved by the Board shall not lose seniority rights.

L8.04 No employee shall be transferred to a position outside the bargaining unit without their consent.

- L8.05** (a) The selection or appointment of an employee for a temporary supervisory position or for any temporary position not subject to this Agreement is not governed by this Agreement. However, if any employee has been appointed to a temporary supervisory position or any temporary position not subject to this Agreement, and later transferred back to a position which is governed by this Agreement then the seniority of such employee will continue to accumulate while in such position not subject to this Agreement for a period of one (1) year. An employee who returns from such position not subject to this Agreement to a position within the scope of this Agreement within a period of one (1) year as previously stated shall receive credit for full seniority both in and out of this Agreement.
- (b) An employee who is or has been appointed to a temporary position not subject to this Agreement, and who does not return from such position to

a position within the scope of this Agreement within a period of one (1) year from the date of such appointment, shall cease accumulation of seniority one (1) year from the date of such appointment.

- (c) An employee returning to the bargaining unit from a temporary position not subject to this Agreement within one (1) year shall be placed in a job consistent with seniority and no lay-off or bumping of a more senior employee shall result from such return.
- (d) Seniority will not accrue after one (1) year if the employee is in a non-bargaining unit temporary position.
- (e) For an extension to be considered there must be mutual agreement between the employer and the union.
- (f) Temporary position(s) and extension(s) outside the bargaining unit will not exceed two (2) years. After two (2) years outside the bargaining unit all seniority will be lost.

ARTICLE 9 - DISCIPLINE AND PERSONNEL FILES

- L9.01
- (a) In the event that a written report is given to an employee regarding conduct and/or work performance, a copy of the report shall go to the employee's personnel file, and to the employee, and to the Union President (excluding performance appraisals). The employee may make a written reply to the report, and the reply shall become a part of the employee's personnel file. No written reports shall be placed in an employee's personnel file without the employee receiving a copy of same.
 - (b) An employee shall have the right to reasonable access to review their personnel file in the presence of the designated Human Resources Officer or designate. An employee may request to have any material in their file copied by the Human Resources Officer or designate at the time of their review. An employee shall have the right to respond in writing to any document contained therein and such reply will become a part of the personnel file. Arrangements may be made through the designated Human Resources Officer for the employee to be accompanied by a Union Official.
 - (c) (i) The Board agrees that it will not use past suspensions, disciplinary actions, letters of reprimand and adverse report against any employee for current infractions provided that such suspensions, disciplinary actions, letters of reprimand and adverse reports have occurred more than two (2) years from the current infractions and provided that the said employee has an unblemished record for the two (2) years immediately prior to the date of the current infraction.

- (ii) An employee may request in writing to have a letter removed from their file after two (2) years if that employee has had no additional letter(s) put in their file since the date of the letter in question.
 - (d) If a formal meeting is called to mete out discipline and the employee is invited, the employee shall have the right to be accompanied by a representative should the employee so choose.
 - (e) Where a supervisor intends to meet with an employee for purposes that may result in disciplinary action, the supervisor shall notify the employee in advance of the meeting of their right to Union representation. Regardless of whether or not an employee decides to have a representative from the Union present at meetings requested by Board supervisors, no employee shall be requested to sign a statement of facts pertaining to their own situation without a Union Steward present. This does not include confirming receipt of a discipline letter.
- L9.02
- (a) The Board shall pay all costs associated with an employee who participates in the police check offered by the Ontario Education Services Corporation (O.E.S.C.) pursuant to *Regulation 521/2001 of the Education Act*.
 - (b) The Board shall ensure that all records and information, including offence declarations and Canadian Police Information Centre (C.P.I.C.) records, obtained pursuant to *Regulation 521/2001 of the Education Act* or any subsequent regulation or law, are stored in a secure location in a completely confidential manner.
 - (c) The Board shall not release any information about an employee obtained pursuant to *Regulation 521/2001 of the Education Act*, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

ARTICLE 10 - CORRESPONDENCE

- L10.01 Subject to the provisions herein official correspondence between the parties arising out of this Agreement shall pass to and from the appropriate official of the Board and the President of the Union or designate.
- L10.02 The Board will provide the Union with a list of **the following information related to** all the employees in the bargaining unit. The list will include:
- a) each person's name,
 - b) job title/classification,
 - c) **pay rate and grid step,**
 - d) home mailing address,

- e) home telephone number,
- f) employment status (full-time, part-time or occasional) and
- g) **if the employee is on a leave of absence.**

The employee **information** list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive each year by March 15 and October 15. At the time of hiring of any employee during the term of this Agreement, the Board shall provide the foregoing information to the Local Union Executive via email. In the event of any subsequent changes in any employee's status, including with restriction, resignation and termination, the Board shall notify the Local Union of such change as soon as possible.

- L10.03 With prior approval, the local union may use the inter-office (courier), and e-mail service for the purpose of communicating with its members.
- L10.04 When a tentative agreement is reached and ratified by both parties, the Board will have a final draft prepared, proofed and distributed electronically in PDF form within a reasonable time frame, not to exceed sixty (60) days following ratification, unless otherwise agreed by both parties.

ARTICLE 11 - GRIEVANCE PROCEDURE

- L11.01 Within the terms of this Agreement, a grievance shall be defined as a difference of opinion between the parties or between the Board and an employee as to the interpretation, application, administration or alleged violation of this Agreement. A written grievance, as required in Steps 2, and 3 of this Article, shall state:
 - (a) the nature of the grievance and background circumstances;
 - (b) the section (s) of the agreement claimed to be infringed; and
 - (c) the remedy or correction required.
- L11.02 Where a dispute involving an employee suspension or discharge occurs, the grievance shall be initiated at Step 3 of the grievance procedure, within ten (10) working dates of the Union becoming aware of the event that gave rise to the grievance.
- L11.03 A group grievance submitted by a group of employees or a policy grievance submitted by the Union may be initiated at Step 3 of the grievance procedure, within ten (10) working dates of the Union becoming aware of the event that gave rise to the grievance.
- L11.04 A grievance alleging dissatisfaction with a job posting will be initiated at Step 2 of the grievance procedure provided such grievance is lodged with the Coordinator of Human Resources or designate within ten (10) working days of the event that gave rise to the grievance. The Coordinator of Human Resources or designate shall answer the grievance in writing within ten (10) days of the Step 2 meeting.

L11.05 The following steps shall govern the grievance procedure:

Step 1 Within fifteen (15) working days of the event which gave rise to the differences, the employee, who may be accompanied by their steward, shall discuss the complaint with the immediate supervisor in the area. The immediate supervisor in the area shall reply orally within ten (10) working days of the discussion.

Step 2 Failing satisfaction at Step 1, then within ten (10) working days of the date upon which the reply was due in Step 1, the Union shall reduce the grievance to writing, and submit the grievance to the Coordinator of Human Resources who shall convene a meeting within ten (10) working days with the grievor and their steward in an attempt to settle the dispute. The Coordinator of Human Resources shall answer the grievance in writing, within ten (10) working days of the meeting.

Step 3 Failing satisfaction at Step 2, then within ten (10) working days after receipt of the reply of the Coordinator of Human Resources or designate in Step 2 above, the Union may submit the grievance to the Superintendent of Human Resources or designate, who shall meet with the grievor and the Grievance Committee within ten (10) working days of receipt of the grievance in an attempt to settle the dispute. The Superintendent of Human Resources or designate shall answer the grievance within ten (10) working days of the meeting.

Failing satisfaction at Step 3, with mutual agreement, the Board and the Union may agree to engage a mediator in an effort to resolve the grievance. Timelines for arbitration will be extended to fourteen (14) days after the date of mediation in the event mediation is used.

If the grievance is still unresolved after exhausting the above procedure, the Union may submit the grievance to Arbitration in accordance with Article L12 of the Agreement.

L11.06 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The Agreement shall be made in writing and stipulate the name of the mediator and the time line for grievance mediation to occur.

L11.07 Any time limits mentioned in the grievance and arbitration procedures may be extended by mutual agreement between the parties and by notification and confirmation in writing. A request for extension of time limits shall not be unreasonably withheld by either party.

L11.08 A grievance lodged by the Board shall be submitted in writing to the President of the Union. The President of the Union shall respond in writing to the Board within ten (10) working days after receipt of the grievance. In the event the matter is unresolved, the Board may submit the grievance to arbitration in accordance with Article L12.

ARTICLE 12 - ARBITRATION

- L12.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties, may, within forty-five (45) days, after duly exhausting the Grievance Procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation for a decision by a single arbitrator.
- L12.02 The arbitrator will be selected by the parties. If the two parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- L12.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance as per Article L11.06.
- L12.04 Each of the parties hereto will jointly share the expenses of the arbitrator.
- L12.05 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- L12.06 If a grievance concerns the discipline of an employee, including disciplinary dismissal, the arbitrator may confirm the decision of the Board or reinstate the employee with or without full compensation or otherwise modify the penalty.

ARTICLE 13 - POSTING OF VACANCIES AND TRANSFERS

L13.01 POSTING OF VACANCIES

When a permanent vacancy or temporary vacancy of 85 working days or more occurs within this bargaining unit and the Board determines to fill such vacancy, or when the Board determines to increase the number of employees within this bargaining unit, the Board shall post notice of the vacancy for seven (7) working days, setting forth the location, qualifications, job, category or classification and the weekly work schedule to be subject to the following conditions:

- (a) The identification of the location of the vacancy does not limit the Board's right to transfer pursuant to L13.07.
- (b) It is understood that weekly work schedules may undergo temporary adjustment in keeping with Article L15.

- (c) A temporary vacancy predetermined to be greater than eighty-five (85) working days will be posted. In cases where the job is not predetermined to be greater than 85 working days the OCW will be paid at job rate and all rights and privileges except seniority on the eighty-sixth (86) day until such time as the permanent employee returns to the position or until the one-year time frame is reached as per Article L13.10 (a). The OCW will return to the OCW list and will be paid at the OCW rate once the temporary assignment has ended.
- (d) When a vacancy is identified as a temporary vacancy of less than eighty-five (85) but more than five (5) working days, the vacancy shall be offered to a permanent employee, in order of seniority, working in the same location before being assigned to an OCW.
- (e) The employee shall provide documentation regarding qualifications to the Superintendent of Human Resources or designate. In the case of a posting, a qualification must be presented prior to the closing date of the posting. Postings shall include qualifications, if required, and any appropriately qualified employee may apply.

L13.02 Notwithstanding L13.01(d), the Board will not entertain applications from persons within the same occupational classification of the posted position.

L13.03 The job left vacant by the successful applicant for the initial posting shall be posted in conformity with Article L13.01 above with no more than two (2) subsequent postings being required. An employee who is a successful applicant for a vacancy shall not be entitled to apply for any other vacancy for a period of six (6) months except where a financial gain for such employee is involved.

L13.04 Interested seniority employees may apply for a temporary transfer to fill the temporary vacancy in excess of 85 days, provided that the vacancy is listed under a job title which is different from that of the applicant's present job. Employees in a temporary position cannot begin a temporary assignment until their current temporary assignment ends, regardless of whether it is a financial gain.

L13.05 SELECTION PROCESS

- (a) For all postings, a selection committee, as determined by the designated Human Resources Officer in the appropriate division, shall give primary consideration to the top eight (8) seniority applicants and the following factors relevant to the requirements of the position in determining which employee is to be selected:

- (i) academic qualifications;

- (ii) experience within the Board or predecessor boards and/or experience outside the current Board;
- (iii) past work record of the applicants (this may include a verbal reference from current/prior supervisors);
- (iv) if the position requires an interview and/or passing an examination or skill testing to qualify for a particular position, such interview and examination shall be conducted in a manner that will provide a fair and objective evaluation of all applicants who shall be evaluated against the same set of standards for consideration in the position; and
- (v) seniority, only when in the judgment of the Selection Committee, which shall not be exercised in an unfair manner, factors (a) (i)-(iv) are relatively equal between two (2) or more applicants.

The Selection Committee shall normally consist of the designated Human Resources Officer, supervisor/principal/manager of the vacant position, and one (1) additional management member.

- (b) The successful applicant to a new position shall be allowed a one-day training period to be included with the period of ninety (90) working days to prove their ability for the position. Additional days may be approved in specific situations by the designated Human Resources Officer. If the employer finds they are unable to perform the duties of the position during such period, the employee shall revert to his or her former classification and position. If the employee cannot perform the duties of the position and requests to relinquish the position they may revert to their former classification and position, at the discretion of the Coordinator of Human Resources.
- (c) Where, in the opinion of the selection committee, none of the full-time or part-time employees or OCW's who have applied, are qualified to fill vacancies, or if no one has applied, the Board reserves the right to engage an employee from any other source.
- (d) In the above situations, the supervisor will provide, in the initial weeks on the job, a program of orientation relative to the position, however, the availability of such orientation shall have no bearing on the selection decision.
- (e) There shall be no monetary fees for active employees to apply for internal postings within their bargaining unit.

- L13.06** (a) All internal applicants shall be notified in writing of the selection by the Board within ten (10) working days following the selection decision.

- (b) Vacancies posted shall be decided within twenty-one (21) working days following the closing date of such posting. Thereafter, the Board will place the successful applicant in the position they were selected to as soon as is practical but within thirty-five (35) working days of the closing date of the posting. In special circumstances a longer period may be required with prior consultation with the Union.
- (c) Prior to the scheduling of the interviews, the Board shall forward a list of all employees who posted for the vacancy to the Union President.

L13.07 The Union shall be notified within ten (10) working days, following the official notification of the employee, of all appointments, promotions, transfers, lay-offs and terminations of employment affecting the bargaining unit. The designated Human Resources Officer shall advise the applicants of the reason for an unsuccessful application when a person with more seniority does not receive the promotion. Such advice may take verbal or written form as decided by the designated Human Resources Officer.

L13.08 **MANAGEMENT TRANSFER**

- (a) Where an employee transfer is under consideration, the Union shall, whenever possible, receive notice at least ten (10) working days in advance of the intended date of transfer. Such notice shall include reasons why the projected transfer is deemed necessary. Prior to the date of transfer, if the Union so requests, a Labour-Management meeting will be scheduled for discussion on the matter.
- (b) Final approval of such a transfer shall rest with the employer. The employer will not exercise the decision to transfer in a bad faith or in an arbitrary or discriminatory fashion.
- (c) The employer will use their best effort to ensure that no seniority employee will be transferred or replaced with an employee with less seniority.

L13.09 **EMPLOYEE TRANSFER**

- (a) An employee may request a transfer to another position within their occupational classification. Every employee requesting a transfer will do so online **using the agreed upon medium**. The designated Human Resources Officer will provide **the list of applicants** to the President of the Bargaining Unit. Applicants will be allowed to transfer to another location or within the same work location in the same occupational classification. A transfer can be used to increase or decrease hours
- (b) All transfers will be considered in order of seniority.

- (c) A request for transfer does not limit the Board's right to transfer pursuant to L13.08.
- (d) **When a vacancy occurs for all secretarial and clerk classifications except Elementary Clerks, the vacancy will be posted by Human Resources. Such employees will have seven (7) working days to submit a request for transfer.**

For Elementary Clerk positions please refer to Letter of Understanding.

- (e) Transfer requests are exercised only upon recognition of a vacancy. When a vacancy is declared a maximum of three (3) transfer requests shall be granted before a vacancy is posted.

To minimize disruptions, transfers will be completed within an agreed upon timeframe between the designated Human Resources Officer and the President of the Bargaining Unit or designate. Such timeframe shall not exceed sixty (60) working days from the date of the last transfer request.

- (f) An employee who has been granted a transfer will not be considered for six (6) months from date of transfer.
- (g) Transfer requests must be honoured **by the Board and the Employee.**

- L13.10 (a) An employee who has been ill and not able to perform the duties of the job for a continuous period of greater than twelve (12) months may be required to relinquish the position. The position will then be treated as a vacancy as in this Article. The employee shall retain current seniority and, when the employee is able to return to work, as certified by a medical practitioner within a period of 2 years of the permanent posting, the employee shall return to the position, if it still exists, or if the position does not exist or is occupied by an employee with greater seniority, the returning employee shall exercise the bumping provisions.

The returning employee shall be required to give the employer, notice in writing, at least thirty (30) days prior, of the intent to return to work.

- (b) When an employee is able to return to work, as certified by a medical practitioner, after a period of more than two (2) years from the permanent posting, the employee shall exercise the bumping procedure.

ARTICLE 14 - LAY-OFF AND RECALL

L14.01 A lay-off shall be defined as a reduction in the work force or a reduction in hours worked (excluding summer closing of elementary schools, March Break, Christmas and other regularly scheduled school closings).

L14.02 In order to minimize disruption to schools and offices, prior to bumping of the least senior employee as indicated in L14.02(a), employees who are to be laid off, **will have the option of bumping the least senior employee in the same classification or be offered the option of assuming any vacant position within the same classification.**

The least senior employee displaced as the result of the bump will be placed in the vacant position. Where no vacant position is available part (a) shall apply.

(a) An employee, who is laid off shall have the right to accept the lay-off or to bump a member of the bargaining unit with lower seniority, provided that the employee is qualified and can perform the requirements of the job. In order of seniority, employees will have the choice of the following options:

(i) the least senior employee in the same occupational classification who has the same number of hours per week; or

(ii) the least senior employee, in the same wage category who has the same number of hours of work per week; or

(iii) the least senior employee, in the same wage category working fewer hours per week; or

(iv) the least senior employee in the next lower wage category successively working any hours.

In each of the above (ii), (iii) & (iv), the least senior employee refers to the least senior employee in the category in an occupational classification for which they are qualified.

(b) An employee, who would subsequently be laid off as a direct result of the initial bump permitted under L14.02(a), shall have the right to accept the lay-off or to bump a member of the bargaining unit with the least seniority provided that the employee is qualified and can perform the requirements of the job. In order of seniority, employees will have the choice of the following options:

(i) the least senior employee, in the same wage category who has the same number of hours of work per week; or

- (ii) the least senior employee, in the same wage category working fewer hours per week; or
- (iii) the least senior employee in the next lower wage category successively working any hours;

In each of the above (i), (ii), (iii), the least senior employee refers to the least senior employee in the category in an occupational classification for which they are qualified.

- (c) An employee who has been bumped as a result of L14.02(a), (b) or (c) may accept the lay off or bump the least senior employee in an equal or lower wage category provided the employee is qualified and can perform the requirements of the job.
- (d) In each of the above bumping situations, the employee shall provide to the Board by the end of the second workday after receiving written notice, their written decision regarding bumping or it will be deemed that they have accepted the lay-off.
- (e) In each of the above bumping situations, when the employee is bumping the least senior employee in a job classification, the employee bumping shall have the choice of taking an empty position in that same job classification, after the transfer process has been exhausted or bumping the least senior employee in that job classification.

- L14.03**
- (a) Employees shall be recalled to work on the basis of seniority to their classification. New employees shall not be hired for permanent job vacancies and/or OCW/T-TITTs will not be placed in permanent vacancies until those laid off have been given an opportunity for recall.
 - (b) A laid-off employee shall be placed at the top of the OCW/T-ITT list and be given first priority to the next available OCW/T-ITT position, subject to Article L24.05(iii).
 - (c) If there are no positions held by an OCW/T-ITT available, a laid-off employee shall have the right to displace any OCW/T-ITT in a temporary position of their choice provided the employee is qualified and can perform the requirements of the job.
 - (d) Employees will be recalled to the classification they were displaced from for up to two (2) years of their date of lay-off or the initial bump regardless of positions they may have posted for and/or accepted during this two-year period. Employees can accept or decline any recall.

- L14.04** Unless legislation is more favourable to the employees, the Board shall notify the employees who are to be laid off thirty (30) calendar days prior to the effective date of the lay-off. If the employee has not had the opportunity to work

the days as provided in this sub-article, the employee shall be paid for the days for which work was not made available.

- L14.05 Pursuant to the bumping procedure as outlined in this Article, the Executive of the Union which is comprised of the President, the Vice-President, the Treasurer and the **Lead** Steward shall be the last persons laid off during their term in office.
- L14.06 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.
- L14.07 Every effort will be made to provide eligible employees with their Record of Employment within five (5) days of the last day of work.
- L14.08 When overtime is approved, and there are bargaining unit members on layoff, such employees may be asked to work provided they are qualified to perform the task. This shall not apply to overtime which may arise in an emergency situation or for situations which require up-to-date knowledge of the task to be performed.
- L14.09 Employees on the recall list shall be responsible for informing the Board and CUPE of any new areas of qualification and of any change of address.
- L14.10 The Board shall maintain and publish by April 1 of each year, a recall list of redundant employees in order of seniority, with a copy to the Union.
- L14.11 The Board shall notify employees being recalled by registered mail and such employees shall notify the Board of acceptance no later than five (5) working days after receipt of recall notice. An employee, unable to notify the Board of acceptance within five (5) working days due to injury, illness or other reasons deemed acceptable by the Superintendent of Human Resources shall not lose future recall rights.
- L14.12 Should the Board hold a bumping meeting and an employee is recommended by Human Resources to attend, as it is likely their position will be affected, the employee will be paid for attendance if they would not have otherwise been at work.

ARTICLE 15 - HOURS AND CONDITIONS OF WORK

- L15.01 For members of this bargaining unit, regular hours of employment shall be seven (7) hours per day, five (5) days per week, Monday to Friday, or as regularly scheduled for the required days. Up to one (1) hour without pay shall be permitted per day for lunch. The appropriate Superintendent/Principal/Manager shall have the right to alter hours of work where the better operation of the system requires it, provided employees affected are given one

(1) weeks' notice of alteration of hours of work or unless the member and the supervisor agree to shorten the time line.

- L15.02**
- (a) No shift will be less than 3.5 continuous hours.
 - (b) Employees will not be required to work split shifts unless agreed to between the parties.
 - (c) A seniority employee who reports for a regular shift and who is not allowed to commence work or whose work is discontinued by the Board after having commenced such regular shift due to no fault of the employee shall be paid for the balance of the day at their regular rate of pay.
 - (d) Shift times shall begin and end as follows:
A.M. shifts will begin between the hours of 7:30 A.M. and 9:00 A.M.
A.M. shifts will end between the hours of 11:00 A.M. to 12:30 P.M.
P.M. shifts will begin between the hours of 11:30 A.M. and 1:30 P.M.
P.M. shifts will end between the hours of 3:00 P.M. to 5:00 P.M.

Shift start and end times may vary in non-school locations depending on departmental/needs subject to Article L1.04.
 - (e) For Assessment locations only; as a result of funding requirements employees may be required to work one shift per week of 11:00 A.M. to 7:00 P.M. The Coordinator will schedule a meeting with the Union prior to any changes to the work schedule.
- L15.03** All employees shall be permitted a fifteen (15) minute rest period both in the first half and in the second half of a normal daily shift.
- L15.04** Management reserves the flexibility of temporarily rescheduling the regularly scheduled time within the week, at the regular rates of pay.
- L15.05** In emergency or extenuating situations where an employee has been unable to take a full lunch period, the employee shall have their start/quit time adjusted by an amount equal to the amount of unused lunch period, in consultation with the appropriate Superintendent/Principal/Supervisor or designate.
- L15.06** By mutual agreement between the employee and the supervisor the normal thirty-five (35) hour workweek may be scheduled on a four (4) day basis Monday to Friday beginning July 1 through August 31.
- L15.07** The Board and the Union agree that in no case shall general student supervision be assigned to a classification or position in this bargaining unit, where supervision is not a core duty of that classification.

This does not diminish any employee's obligation to assist in emergency situations.

The office should not be used as a designated detention room. If children are given a detention, they must be supervised by a principal/vice-principal or teacher.

- L15.08** Employees who travel on a regular basis from one work location to another as a requirement of their position will be entitled to claim mileage in accordance with Board policy and will also be allowed an appropriate amount of travel time as determined by the Human Resources Officer in consultation with the employee. This time shall be included as part of their seven (7) hours worked each day, exclusive of lunch and two (2) fifteen (15) minute break periods. This provision is applicable only if such travel is imposed on the employee by the Board, as a requirement of the job. Mileage claims are not applicable if the travel is as of a result of dual work locations at the request or application of the employee.
- L15.09** (a) Seniority employees working less than thirty-five (35) hours per week who wish to declare their availability for other work shall write to the Human Resources Officer to declare where and when they will be available for work. The employee may change this declaration at any time, in writing, to the Human Resources Officer.
- (b) Where it is decided to effect a replacement and taking into consideration the work schedule involved, seniority employees working less than thirty-five (35) hours per week, including those on lay-off, and who have declared their availability, will be given preference over "occasional clerical workers" at their current grid rate of pay.
- L15.10** The Board agrees to consult with the President of the Union concerning policy changes that may affect the working conditions of the employees covered by this agreement. Whenever possible, such consultation process will be initiated thirty (30) days prior to the implementation of such changes.
- L15.11** (a) The Board agrees to a committee under the direction of the Manager of Information Technology to annually discuss SST/ITT work assignments. The President of CUPE Local 1348 shall be allowed to delegate two (2) SSTs/ITTs to sit on the committee and give input into the plan.
- (b) It is understood that these areas may need to be changed to meet system needs.
- (c) It is further understood that the final decision of SST/ITT placement resides with the Manager of Information Technology. The rationale for the final decision will be given to the president of the local in writing prior to any movement.
- (d) The Board agrees that the Union President and Manager of Information

Technology shall meet prior to the annual discussion. At such meeting the Union President will advise the Manager of the names of the two (2) SSTs/ITTs who will be assigned by the Union to sit on the committee. The Union President and Manager of Information Technology shall further discuss and set the agenda for the annual meeting.

The Union President and Manager of Information Technology shall meet following the annual meeting to discuss the outcome of the meeting.

L15.12 School secretaries must have three (3) working days prior to the report cards being sent home, to complete necessary preparation. Administration will make every effort to ensure that all necessary information is available to complete the work.

15.13 **UNINTERRUPTED TRAINING**

The Board shall schedule designated uninterrupted and supported training to take place annually during regular working hours at a location away from the employee's regular worksite.

L15.14 **Job Sharing**

- (a) If two employees in the same occupational classification wish to job share the request may be granted one (1) year at a time. The employee may so request, through the Superintendent of Human Resources, by February 1 to be effective the following September. The specific details of the working conditions of each job-sharing arrangement will be mutually agreed to by the parties.
- (b) Only full-time positions shall be considered for job sharing between two (2) employees. The salary, benefits and sick leave shall be pro-rated in accordance with the position's hours of work. Their seniority will accrue on full-time basis.
- (c) Job sharing requests with respect to full-time positions shall be considered on an individual basis.
- (d) Where two (2) employees in the same occupational classification wish to job share, they shall make application to the designated Human Resources Officer in writing by February 1st of each year which shall be in effect for the new school year. Applications will be approved one year at a time.
- (e) Where one employee wishes to job share the other half of the job-sharing position will be posted and the selection will be made in accordance with Article L13. If no one in the bargaining unit posts for the job-sharing position, then the job-sharing request will be denied.

- (f) Total hours by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees, subject to the approval of the Supervisor. Should any scheduling discrepancies between the job sharers arise, the decision of the Supervisor shall be final.
- (g) Each job sharer may exchange shifts with their partner, subject to the approval of the supervisor.
- (h) Posted schedules for the job sharers shall be based on the normal schedule that would apply to a full-time employee holding that position. Such schedules shall conform with the scheduling provision of the Collective Agreement. Job sharers shall not be required but may consent to work overtime as per Article L17.
- (i) It is expected that both job sharers will cover each other's absences. If, because of unavoidable circumstances, one cannot cover the other, the Supervisor must be notified to book coverage. If one of the **employees** is absent, the remaining **employee** will be given the opportunity, on a voluntary basis, to perform the absent **employee's** work. If the **employee** elects to cover the absence, the employee will be paid for the additional hours worked at straight time up to the normal hours of work.
- (j) Vacation, Pregnancy and Parental Leave and other leaves shall be pursuant to the Collective Agreement.
- (k) The position left vacant as a result of the job sharing will be posted.
- (l) Upon conclusion of the Job-Sharing Agreement, the job sharers will revert to their original positions, if it still exists, or if the position does not exist or is occupied by an employee with greater seniority, the returning employee shall exercise the bumping provisions.

ARTICLE 16 - SALARIES AND WAGES

16.01 All employees covered under the provisions of the Agreement shall be paid in accordance with the hourly rate shown in the following schedule:

Band	Job classification	Grid 0	Grid 1	Grid 2	Grid 0	Grid 1	Grid 2	Grid 0	Grid 1	Grid 2	Grid 0	Grid 1	Grid 2
		2022-09-01 (\$1.00)			2023-09-01 (\$1.00)			2024-09-01 (\$1.00)			2025-09-01 (\$1.00)		
1	Band 1	25.05	25.66	26.32	26.05	26.66	27.32	27.05	27.66	28.32	28.05	28.66	29.32
2	Receptionist/Switchboard	26.47	27.14	27.83	27.47	28.14	28.83	28.47	29.14	29.83	29.47	30.14	30.83
2	Facility Services Clerk	26.47	27.14	27.83	27.47	28.14	28.83	28.47	29.14	29.83	29.47	30.14	30.83
3	Duplicating/Mail Clerk	27.19	27.90	28.59	28.19	28.90	29.59	29.19	29.90	30.59	30.19	30.90	31.59
3	Grants Secretary	27.19	27.90	28.59	28.19	28.90	29.59	29.19	29.90	30.59	30.19	30.90	31.59
3	Grants Secretary (LARC)	27.19	27.90	28.59	28.19	28.90	29.59	29.19	29.90	30.59	30.19	30.90	31.59
3	Grants Clerk	27.19	27.90	28.59	28.19	28.90	29.59	29.19	29.90	30.59	30.19	30.90	31.59
3	ESL Secretary/Special Programs Scheduler	27.19	27.90	28.59	28.19	28.90	29.59	29.19	29.90	30.59	30.19	30.90	31.59
4	Media Resource Technician	27.19	27.90	28.59	28.19	28.90	29.59	29.19	29.90	30.59	30.19	30.90	31.59
4	Elementary Clerk	27.19	27.90	28.59	28.19	28.90	29.59	29.19	29.90	30.59	30.19	30.90	31.59
4	Grants Liaison Secretary	27.19	27.90	28.59	28.19	28.90	29.59	29.19	29.90	30.59	30.19	30.90	31.59
4	Grants Secretary to the Supervisor	27.19	27.90	28.59	28.19	28.90	29.59	29.19	29.90	30.59	30.19	30.90	31.59
4	Plant Op Custodial	28.05	28.77	29.49	29.05	29.77	30.49	30.05	30.77	31.49	31.05	31.77	32.49
5	Professional Library Secretary	31.85	32.64	33.44	32.85	33.64	34.44	33.85	34.64	35.44	34.85	35.64	36.44
5	Maintenance & Repair Technician	31.85	32.64	33.44	32.85	33.64	34.44	33.85	34.64	35.44	34.85	35.64	36.44
5	Accounts Payable Clerk	31.85	32.64	33.44	32.85	33.64	34.44	33.85	34.64	35.44	34.85	35.64	36.44
5	Purchasing Clerk	31.85	32.64	33.44	32.85	33.64	34.44	33.85	34.64	35.44	34.85	35.64	36.44
5	Student Services Secretary I	31.85	32.64	33.44	32.85	33.64	34.44	33.85	34.64	35.44	34.85	35.64	36.44
5	Student Services Secretary II	31.85	32.64	33.44	32.85	33.64	34.44	33.85	34.64	35.44	34.85	35.64	36.44
5	Program Secretary	31.85	32.64	33.44	32.85	33.64	34.44	33.85	34.64	35.44	34.85	35.64	36.44
6	Maintenance Clerk	30.27	31.05	31.82	31.27	32.05	32.82	32.27	33.05	33.82	33.27	34.05	34.82
6	Secondary Secretary	30.27	31.05	31.82	31.27	32.05	32.82	32.27	33.05	33.82	33.27	34.05	34.82
6	Media Secretary	30.27	31.05	31.82	31.27	32.05	32.82	32.27	33.05	33.82	33.27	34.05	34.82
6	Accounting Clerk	30.27	31.05	31.82	31.27	32.05	32.82	32.27	33.05	33.82	33.27	34.05	34.82
6	Graphics Technician	30.27	31.05	31.82	31.27	32.05	32.82	32.27	33.05	33.82	33.27	34.05	34.82
6	Payroll Clerk	30.27	31.05	31.82	31.27	32.05	32.82	32.27	33.05	33.82	33.27	34.05	34.82
7	Software Support Technician	31.85	32.64	33.44	32.85	33.64	34.44	33.85	34.64	35.44	34.85	35.64	36.44
7 & 8	School Support Technician	31.85	32.64	33.44	32.85	33.64	34.44	33.85	34.64	35.44	34.85	35.64	36.44

Band	Job classification	Grid 0	Grid 1	Grid 2	Grid 0	Grid 1	Grid 2	Grid 0	Grid 1	Grid 2	Grid 0	Grid 1	Grid 2
		2022-09-01 (\$1.00)			2023-09-01 (\$1.00)			2024-09-01 (\$1.00)			2025-09-01 (\$1.00)		
8	Elementary Secretary	31.85	32.64	33.44	32.85	33.64	34.44	33.85	34.64	35.44	34.85	35.64	36.44
8	Secondary Senior Secretary ALC	31.85	32.64	33.44	32.85	33.64	34.44	33.85	34.64	35.44	34.85	35.64	36.44
8	Secondary Senior Secretary	31.85	32.64	33.44	32.85	33.64	34.44	33.85	34.64	35.44	34.85	35.64	36.44
9	Band 9	34.75	35.64	36.51	35.75	36.64	37.51	36.75	37.64	38.51	37.75	38.64	39.51
9	Senior Accountant	40.36	41.41	42.46	41.36	42.41	43.46	42.36	43.41	44.46	43.36	44.41	45.46
10	Senior Buyer	40.36	41.41	42.46	41.36	42.41	43.46	42.36	43.41	44.46	43.36	44.41	45.46
10	Purchasing Agent	40.36	41.41	42.46	41.36	42.41	43.46	42.36	43.41	44.46	43.36	44.41	45.46
	International Secretary	30.27	31.05	31.82	31.27	32.05	32.82	32.27	33.05	33.82	33.27	34.05	34.82
	Junior Buyer	33.37	34.22	35.06	34.37	35.22	36.06	35.37	36.22	37.06	36.37	37.22	38.06
	Information Technology Technician	31.85	32.64	33.44	32.85	33.64	34.44	33.85	34.64	35.44	34.85	35.64	36.44
	Software Analyst	33.37	34.22	35.06	34.37	35.22	36.06	35.37	36.22	37.06	36.37	37.22	38.06
	Student Success Secretary	31.85	32.64	33.44	32.85	33.64	34.44	33.85	34.64	35.44	34.85	35.64	36.44
	Client Systems Architect	34.75	35.64	36.51	35.75	36.64	37.51	36.75	37.64	38.51	37.75	38.64	39.51
	Systems Engineer	39.91	40.94	41.96	40.91	41.94	42.96	41.91	42.94	43.96	42.91	43.94	44.96
	Network Engineer	39.91	40.94	41.96	40.91	41.94	42.96	41.91	42.94	43.96	42.91	43.94	44.96
	Analyst / Web Developer	39.91	40.94	41.96	40.91	41.94	42.96	41.91	42.94	43.96	42.91	43.94	44.96
	OCW	19.11			20.11			21.11			22.11		
	TEMP - I.T.T.	24.99			25.99			26.99			27.99		

Eliminated Roles - for Historic Purposes Only

2	Mail Clerk/Duplicating
2	Grants Clerk
3	Academic Secretary/Receptionist
4	Student Services Secretary B
4	Student Services Secretary A
4	Engineering Clerk
4	Media Resource Tech Lead Hand
4	Grants Receptionist
5	Accounting Clerk - Grants
5	Client Support Desk
5	MISA Support Technician
6	Maintenance & Lead Technician
6	Lead Hand
6	Programmer
8	Software Training Specialist
	Business Clerk
	Communications & Network Administrator
	Data Centre Administrator
	System Analyst

WSIB Clerk	NBE
Employee Relations Clerk	NBE
HR/TESS Secretary	NBE
Benefits Clerk	NBE
Secretary to the Manager of Facility Services	NBE
Transportation Clerk	Unifor
Route Planner	Unifor
Route Planner - Safety	Unifor
Transportation Clerk II	Unifor

Anyone previously red circled to remain red circled for the life of this agreement.

*Incumbents in these positions will be red circled.

L16.02 (a) An employee required to assume the responsibilities of a higher-level occupational classification covered by this agreement on a permanent or a temporary basis for a period in excess of three (3) working days will be paid in the range of the higher-level position for all hours worked in such occupational classification. The higher rate will be determined in accordance with Article L16.02(b).

(b) When it is decided that an employee will be temporarily assigned to relieve an absent employee who is at a higher-grade level, rate of pay shall be at the first grid step for that position. When an employee is temporarily assigned to a lower grade level, the rate of pay shall not be reduced.

L16.03 Employees will advance on the wage grid for their position annually on their anniversary date.

L16.04 (a) Every probationary and seniority employee shall be placed in the category in which employed and shall receive salary and benefits in the proportion of the numbers of hours worked to that of thirty-five (35) hours per week.

(b) An employee who applies and is selected for or is recalled to or bumps to a lower level occupational classification will be placed at the step on the new salary schedule identical to his or her placement on the previous salary schedule.

L16.05 An employee who obtains a position in a higher category will be placed on the grid step that ensures an increase in their hourly rate of pay.

L16.06 Wages shall be paid biweekly in accordance with classification and rates of pay as set forth in this Article. Upon payment of wages on each payday, wages and deductions shall be itemized.

L16.07 **PAY EQUITY MAINTENANCE**

The Parties will meet **as necessary but at minimum once** each year **at a mutually agreeable time**, for the purpose of maintaining Pay Equity.

All aspects of Pay Equity Maintenance will be done by a joint committee comprised of union and board representatives.

L16.08 **JOB CLASSIFICATION**

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall request input from the Union regarding the rate of pay for such new classification.

L16.09 **JOB DESCRIPTION**

(a) Whenever preparing new or revised job descriptions, the Board agrees to provide copies with full particulars including qualifications to the local C.U.P.E President regarding the same at a Labour Management Meeting. The Board shall request the input of the local C.U.P.E President on a new or existing job description.

(b) Notwithstanding the foregoing, the Board reserves the right to make the final determination regarding qualifications.

L16.10 **EMPLOYMENT INSURANCE REBATE**

The parties agree that the employee's share of the Employment Insurance rebate will be credited to each employee on the last pay period of the calendar year.

ARTICLE 17 - OVERTIME

L17.01 Overtime requires the prior approval of the appropriate Superintendent/Principal/Manager.

L17.02 All approved time worked outside of the regular thirty-five (35) hour workweek shall be deemed to be overtime. Overtime will be paid at a rate of time and one-half the employee's regular rate for authorized work performed:

- (i) In excess of seven (7) hours per day; or
- (ii) In excess of thirty-five (35) hours per week; or
- (iii) On Saturday.

- L17.03 Whenever possible overtime will be prearranged with the employee forty-eight (48) hours in advance.
- L17.04 Whenever possible the appropriate Superintendent/Principal/Manager shall make every effort to distribute overtime equitably by seniority to employees in the same work location and same job classification.
- L17.05 Overtime shall be paid for at the rate of time and one-half of the normal rate for work performed during the normal workweek, Monday through Friday. All work performed between the hours of 12:01am Saturday to 12:00 midnight Saturday shall be paid at the rate of time and one-half of the normal rate. All work performed between the hours of 12:01am Sunday and 12:00 midnight Sunday shall be paid at the rate of double time of the normal rate. All work performed between the hours of 12:01am and 12 midnight on a holiday listed in Article L18.01, shall be paid at the rate of double time of the normal rate, in addition to being paid for the holiday.
- L17.06 Prior to the payment of overtime under L17.05, with the approval of the appropriate Superintendent/Principal/Manager, overtime may be taken as time off at the rate accumulated, such time in lieu of overtime shall not exceed the equivalent of thirty-five (35) hours at any given time. Such hours will be taken as time off at a time mutually agreed by the employee and the supervisor. Failing mutual agreement between the employee and the supervisor, and with the approval of the Human Resources Officer, the hours will be paid at the appropriate rate. Overtime must be submitted within sixty (60) days of earnings.
- L17.07 An employee who works nine (9) hours or more per day shall be granted up to one (1) hour off without pay for the purpose of eating. In such cases, such employee shall receive a meal allowance in accordance with the chart below, unless a meal has been provided:

September 1, 2021	\$8.24
-------------------	--------

- L17.08 An employee who is called in and required to work outside the Board's regular working hours shall be paid a minimum of three and one-half (3.5) hours at overtime rates.

ARTICLE 18 - PAID HOLIDAYS

L18.01 Subject to the condition that the employee must be at work on the regularly scheduled workday previous and the regularly scheduled workday following the holiday the Board recognizes the following as paid holidays:

Family Day
Good Friday
Easter Monday
Queen's Birthday (Victoria Day)
Canada Day
Civic Holiday*
Labour Day
Truth and Reconciliation Day**
Thanksgiving Day
Remembrance Day**

The period between **December 24th** and **January 2nd** inclusive (which will constitute no less than **seven (7)** days.

In the event that the Ministry approved school year calendar does not align with the dates identified above, the Board will consult with the Union to jointly agree to an alternate schedule regarding the seven (7) paid holidays.

The Board agrees to consult with the union for an alternative schedule.

In addition, any other day proclaimed by the Federal, Provincial or Municipal Governments as a general holiday.

*Civic holiday does not apply to employees who are not working during July and August.

**** For clarity, an employee is granted an alternate day off in the event a paid holiday falls on a day in which school is in session or on a weekend (Saturday or Sunday). This alternate day is included as one of the seven (7) paid days identified above observed during the Winter Break.**

L18.02 When any of the above holidays fall on an employee's vacation the employee shall be granted an alternate day off in lieu of such holiday.

L18.03 An employee shall be paid for the above holidays at the regular rate of pay excluding overtime.

L18.04 An employee shall not lose holiday pay if:

- (a) the holiday falls within the first or last week of a layoff or of an approved leave of absence.

- (b) the holiday falls during the absence when sick leave credits are being **accessed**. An employee who is absent and receives sick leave and/or Workplace Safety & Insurance Board benefits on the regularly scheduled working day previous to or following a holiday(s) as set out in L18.01 above, will be deemed eligible to receive pay for such holiday(s) without deduction from the employee's Sick Leave for that statutory holiday(s).

L18.05 When any of the said holidays fall on a Saturday or Sunday, the Board shall grant equivalent alternative time off with pay.

L18.06 Employees working less than thirty-five (35) hours per week will be paid for such holidays on a pro-rated basis relative to a 35-hour workweek.

L18.07 Mandatory Shutdown Periods

In the event that the school board has a shutdown period, it is agreed that CUPE employees will be assigned to work on days that are not designated as paid holidays. Such assignment will be at the employee's regular location, if accessible.

ARTICLE 19 - VACATION

L19.01 (a) An employee employed on a twelve-month basis shall be entitled to a vacation at the regular rate of pay, excluding overtime, calculated for each vacation year (July 1 to June 30) as follows:

- (1) less than one (1) year - one (1) day for each completed month of service - maximum ten (10) days
- (2) after one (1) year - ten (10) days
- (3) after three (3) years - fifteen (15) days
- (4) after ten (10) years - twenty (20) days
- (5) after fifteen (15) years - twenty-five (25) days
- (6) after twenty-five (25) years - thirty (30) days

Employees of the former Essex County Board of Education are frozen at current levels of vacation as of August 20, 1999. Future advances shall be at rates indicated above.

(b) Computing Vacation Pay

Vacation entitlement for seniority employees regularly scheduled to work ten months per year, shall be calculated as follows:

Number of days of vacation entitlement (Art. L19.01) X regularly scheduled hours/day X number of days paid (excluding WSIB)

including pro-rated vacation entitlement

261 days

= vacation hours per year

- L19.02 Seniority Employees working less than thirty-five (35) hours per week shall be granted annual vacation allowance in accordance with the ratio which their scheduled hours in a normal workweek bears to thirty-five (35) hours; such ratio to be applied to the vacation schedule of a regular full-time employee set out in L19.01 above, and based upon continuous scheduled service. (Please refer to Article L19.01(b) for method of calculation.)
- L19.03 Pay in lieu of vacation time for ten-month employees under L19.01(b) above will be paid on a per pay basis.
- L19.04 In addition to the vacation entitlement outlined in L19.01, employees shall be entitled to one (1) additional week of vacation in their year of retirement.
- L19.05 Vacation Scheduling
- (a) All employees who are entitled, in accordance with the provisions of Article L19.01(a), to vacation time off with pay, shall be notified as to their current year's entitlement on or before April 30, of each year.
 - (b) Employees shall be asked to state their preference in vacation dates by May 15th of each year.
 - (c) Annual request for vacation shall be confirmed by the Supervisor/Manager/Principal to each seniority employee on or before June 1st of each year.
 - (d) Employees wishing to exchange vacation schedules after the schedule is completed must have the approval of the Supervisor/Manager/ Principal. Management reserves the right to approve/alter vacation schedules if the better operation of the system requires it.
 - (e) The Board shall, subject to the right to manage a qualified work force, grant the change of vacation dates to the employees with greater seniority within a single work location among employees within the same job classification.

L19.06 Computing Vacation Entitlement

Years of service, as set out in Article L19.01, shall be determined from July 1st of the year preceding the year of vacation entitlement and June 30th of the year of vacation entitlement.

L19.07 An employee who is absent from work because of illness or accident shall be entitled to vacation in accordance with L19.01 provided that the number of weekly payments under Workplace Safety and Insurance Benefits or sick leave and vacation do not exceed 52 in any vacation year (July 1 to June 30). In cases where the number of weekly payments under Workplace Safety and Insurance Benefits or sick leave plus vacation exceed 52 weeks, the vacation entitlement shall be reduced so as to make the combined weekly payments not to exceed 52 weeks.

L19.08 An employee leaving the service of the Board at any time in the vacation year before having taken their vacation shall be entitled to a proportionate payment of pay or wages in lieu of such vacation. Such vacation credits shall be paid to the estate of an employee who dies.

L19.09 An employee in a twelve-month position who moves to a ten-month position before having completed their annual vacation entitlement at the time of their move, will be entitled to receive pay in lieu of vacation for the unused portion of their entitlement calculated at the time of the move and at the rate of pay in effect immediately prior to such move.

L19.10 An employee's vacation time should be completed before the commencement of the next period of accumulation. Ten (10) days or half of the current yearly accrual may be carried over to the following vacation year. An employee must notify the designated Superintendent/Principal/Manager in order to carry over any vacation, by June 30th of each year.

L19.11 Paid Holiday During Vacation

If a paid holiday falls or is observed during an employee's vacation period, such employee shall be granted an additional day of vacation for each such holiday in addition to regular vacation time.

L19.12 It is agreed that if it becomes necessary for an employee to be confined to hospital and/or home as a bed patient on their doctor's orders as a result of illness or injury suffered while on vacation, or as a result of a recurrence of any disability for which such employee would be entitled to Workplace Safety and Insurance Benefits, the time spent in bed (hospital and/or home) shall be charged to such employee's cumulative sick leave or Workplace Safety and Insurance Benefits as the case may be, provided the employee provides proof of their confinement satisfactory to the designated Human Resources Officer.

- L19.13 A maximum of five (5) days' vacation may be borrowed from the current accrual period. Requests must be made in writing to the designated Human Resources Officer.
- L19.14 It is agreed that if it becomes necessary for an employee to utilize Article L21.03 (a) or (b) (Bereavement Leave) while on a pre-approved vacation, such employee will be credited back the requisite vacation days.

ARTICLE 20 - SICK LEAVE

- L20.01 Please refer to Central Agreement Article C6.00 Sick Leave, Appendix B Sick Leave Credit-Based Retirement Gratuities (where applicable) and Appendix C Medical Certificate.

ARTICLE 21 - LEAVE OF ABSENCE

- L21.01 Except as provided in this Article, whenever an employee applies for and is granted a leave of absence, the application and approval shall be in writing with copies to the Union, setting out the length of the leave, its purpose, and whether with or without pay.
- L21.02 The Board may grant leave of absence without pay to an employee for good and sufficient reason.
- L21.03 In the following requests for leave without loss in pay, an employee will complete the Board's Request for Absence Form and submit it to the designated Human Resources Officer. In emergency situations, a telephone call or email to the designated Human Resources Officer will suffice but must be followed by a completed Request for Absence Form. Leaves under Article L21.03 will be approved without loss of salary, benefits and/or seniority and without deduction of sick leave credits.

<u>Reason</u>	<u>Maximum Allowance</u>
(a) Death of parent, step-parent, or guardian, spouse, mother-in-law or father-in-law, grandchildren, step-grandchildren, child, step-child or sibling, step-sibling, foster child or equivalent for those identified above	five (5) days (consecutive work days following death per occurrence)
(b) Death of sister-in-law or brother-in-law, son-in-law or daughter-in-law, grandparents, grandparent of spouse and total dependents or equivalent for those identified above	three (3) days (consecutive work days following death per occurrence)

- | | | |
|-----|--|---|
| (c) | Funeral of relative not mentioned in (a) or (b) above, or a friend | one (1) day |
| (d) | Examinations, Education | up to 1 day per examination dependent upon time and place |
| (e) | Graduation self, spouse, or equivalent, child, step-child, parent (if beyond secondary school) | 1 day, dependent upon time and place |
| (f) | Quarantine or other orders by Health Authorities | Period certified by the Health Authorities |
| (g) | (i) Court Appearance or other Tribunals if not a party to the action, but if summoned as a witness | Period required by the court |
| | (ii) Court Appearance or other Tribunals party to action | one (1) day |
| (h) | Serious Illness/surgery/hospitalization of spouse or equivalent, parent, step-parent, child, step-child, foster child and total dependents | one (1) day |
| (i) | Personal: At the discretion of the Board, which will not be unreasonably withheld, the designated Human Resources Officer may grant an employee a leave of absence for personal reasons without loss of salary and benefits and without deduction of sick leave credits. | maximum of two (2) days per school year |

Additionally, this article may be utilized by Indigenous employees for purposes of:

(i) Voting in elections as indicated by a self-governing Indigenous authority when the employee's working hours do not otherwise provide three consecutive hours free work; and

(ii) Attendance at Indigenous cultural/ceremonial events.

- | | | |
|-----|--|------------------------------|
| (j) | Jury Duty | Period required by the Court |
| (k) | Paternity/Adoption Leave - such as the birth or adoption of one's own child, if such occasions occur during the regular working day, if employee is not using any part under Article L22(excluding statutory holidays, vacation, Saturdays and Sundays). | two (2) days |

Note: It is understood that days under L21.03 (a) and (b), may be taken for all observances and rituals associated with one's religious or cultural beliefs such as but not limited to: funeral services, memorial services, visitation and/or celebration of life ceremonies. In special circumstances, with prior approval of the Human Resources Officer or designate, exceptions may be made to L21.03 (a) and (b) to vary the requirement for consecutive days immediately following the death. Such requests shall not be unreasonably denied.

L21.04 It is the employee's responsibility to be at work and on duty. During a day of inclement weather, if the facility has been closed, or the employee is unable to arrive at work after a conscientious effort and the supervisor is called and advised, no reduction in remuneration will be made.

L21.05 In a situation of a **work location** closure, where a member of the Union has declared themselves sick prior to the closure of their **work location** for the day(s) of the closure and changes their status on the day(s) of the closure after the closure has been declared, the day(s) of the closure shall be paid but not charged to their sick leave days.

This article does not apply to absences commencing before the day(s) of the closure and continuing after the day(s) of the closure where such absences due to illness are for a period of five (5) consecutive school days or more. Nothing in this article affects the right of the Board to reassign OCT bargaining unit members during the school closure.

L21.06 An employee elected to public office or engaged in military service will be granted leave of absence without pay or other benefits provided by this Agreement for a period of one (1) year or for the normal term of such elected office. Such employee shall continue to accumulate seniority for the term of such leave. Such leave shall be renewed for a further one (1) year period or for the normal term of such elected office with a maximum of two such renewals provided application in writing is made to the Board no less than two (2) months prior to the effective date of each renewal, but such employee shall not continue to accumulate seniority during such renewals.

L21.07 DEFERRED SALARY PLAN

(a) Description

(i) The X Over Y Leave Plan has been developed to afford employees the opportunity of taking a one (1) school year (ten-month or twelve-month depending upon your status at time of leave) leave of absence with pay by spreading four (4) year's salary payments over a continuous five (5) year period.

(ii) An employee wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.

- (b) Qualifications
Any employee having three (3) years seniority with the Board is eligible to participate in the plan.
- (c) Application
- (i) An employee must make written application to the Superintendent of Human Resources on or before January 31 requesting permission to participate in the plan.
 - (ii) Written acceptance, or denial, of an employee's request, with explanation, will be forwarded to the employee by April 1 in the school year the original request is made.
 - (iii) Approval of individual requests to participate in the plan shall rest solely with the Board.
- (d) Salary Prior to the Year of Leave
- (i) During the years of the plan prior to taking the leave, an employee will be paid 80% of their proper hourly wage calculated weekly. The remaining 20% of hourly wage calculated weekly and applicable allowances will be accumulated and invested by the Board in an individual leave plan account. This account will also accumulate interest.
 - (ii) The calculation of interest for the leave plan account shall be done monthly (not in advance), at the highest savings account rate of the bank with which the Board deals.
 - (iii) An employee will be provided with an annual statement of their leave plan account each September; however, an employee does not have access to or a right to the funds in the leave plan account until the year of leave or withdrawal from the leave plan.
- (e) Benefits During Participation in the Plan
- (i) The Board will pay 100% of its share of the employee's benefit costs in the non-leave years of the plan.
 - (ii) Employees will pay 100% of the employee benefit costs during the year of leave.
 - (iii) **Employee LTD benefits will be maintained by the Board during the leave of absence; however, such LTD benefits shall be paid by the employee through payroll deduction during the year of the leave.**
 - (iv) **Employee Health, Dental and Life Insurance benefits as provided by the Benefits Trust may be maintained during the**

leave of absence; however, such benefit costs shall be paid by the employee in a manner dictated by the Trust.

- (f) The amount received by an employee during the year of leave will be the amount accumulated in the individual leave plan account plus earned interest. Under the Income Tax Act, interest shall be accrued and reported for tax purposes annually. During the year of leave, the employee will be paid as per the pay schedule.
- (g)
 - (i) If the employee on an approved X over Y leave returns within one (1) year, they will return to the same occupational classification and, whenever possible, in the same work location they held before the leave.
 - (ii) An employee participating in the plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been received had the one year leave of absence not been taken.
 - (iii) OMERS or TPP pension deductions are to be continued as provided by the OMERS or the Teachers' Pension Act. Thus, the percentage rate stipulated by the pension plan will be deducted from the salary paid to an employee during the leave of absence. Upon returning to full duties, an employee has, in accordance with the pension plan, the option of contributing the difference between the amount deducted during the leave and the amount that would have been deducted had the employee remained on staff and drawn full salary.
 - (iv) Should an employee die while participating in the plan, any monies accumulated, plus interest owed, at the time of death will be paid to the employee's beneficiary as indicated on the group life certificate.
 - (v) No employee will be granted leave under this plan who has been on an X over Y leave and has not fulfilled all of the requirements of their previous leave.
 - (vi) An employee who is subject to lay-off, as per Article L14, while on the first or second year of the plan will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within sixty (60) days of withdrawal from the plan.
 - (vii) An employee may withdraw from the plan any day prior to taking their leave of absence upon a sixty (60) day notice in writing. Upon withdrawal, any monies accumulated, plus interest owed, will be repaid to the employee within sixty (60) days of notification of their desire to leave the plan.

- (viii) The fifth (5th) year is treated as broken service, purchased as double contributions by the member; therefore, during the year of leave there are no OMERS deductions taken.
- (h)
 - (i) In the event that a suitable replacement cannot be hired for an employee who has been granted a leave, the Board may defer the year of the leave to a maximum of one (1) year. In this instance, an employee may choose to remain in the plan or they may withdraw and receive any monies and interest accumulated to the date of withdrawal. In the latter case, repayment shall be made within sixty (60) days of the date of withdrawal.
 - (ii) The employee may, at their discretion, defer the year of their leave for one (1) year. The Board will be notified in writing prior to April 1 of the year in which the leave was to occur.
 - (iii) Should deferral pursuant to subsection (h) (i) or (ii) of this Appendix result in a leave of absence being taken past the fifth year of the plan, an employee will receive full salary, allowance and benefits during the fifth year of their participation in the plan and any monies accumulated in the employee's leave plan account by the end of the fourth year will continue to accumulate interest until the leave is taken. The amount received by the employee during the year of leave will be the amount accumulated in the individual leave plan account plus earned interest. Under no circumstances shall the plan be extended beyond the sixth (6th) year.
- (i) No variations to the plan as outlined above will be entertained by the Board.

L21.08 Compassionate, Family Caregiver, Critically Ill Child-Care Leave

Please refer to C12.00 of the Central Agreement.

- (a) An employee who is on such leave shall continue to accumulate seniority and service and the school board will continue to pay its share of the premiums of the subsidized employee benefits, including pension, if matched by the employee per OMERS regulations, in which the employee is participating during the leave.
- (b) Subject to any changes to the employee's status which would have occurred had they not been on such leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

ARTICLE 22 - PREGNANCY, ADOPTION AND PARENTAL LEAVE

- L22.01 The Board will grant pregnancy/adoption/parental leaves according to the requirements of the *Employment Standards Act, 2000*, as amended from time to time by the government.
- L22.02 A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. Parental leave may begin no more than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- L22.03 (i) The maximum length of a pregnancy/adoption/parental leave shall not exceed two (2) years and shall terminate on a date mutually agreed to by the employee and the designated Human Resources Officer or designate. The return date will be determined prior to the commencement of the leave.
- (ii) In special circumstances, a leave of absence beyond that provided for in (i) above may be granted by the Coordinator of Human Resources or designate upon a request by an employee. Such leave to terminate on a date mutually agreed by the employee and the Coordinator of Human Resources or designate but not to exceed beyond the end of the school year.
- L22.04 (a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of **their** child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- (b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- (c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- (d) Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- (e) Employees completing a long-term supply assignment of 6 months or more shall be eligible for the SEB as described herein for a maximum of eight (8)

weeks or the remaining number of weeks in their current assignment after the birth of **their** child, whichever is less.

(f) Employees not defined above have no entitlement to the benefits outlined in this article.

L22.05 To receive top-up pay from the Board, the employee must forward to Human Resources proof of receipt of EI maternity benefits. An application for pregnancy leave as well as a medical certificate identifying the expected date of birth is required prior to the employee taking their leave.

L22.06 The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the *Employment Standards Act*, allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under L22.03 (i) or (ii) above.

L22.07 An employee on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for seniority and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the *Employment Standards Act*.

L22.08 For the period of a pregnancy/adoption/parental leave in excess of the maximum weeks allowable in accordance with the *Employment Standards Act*, seniority shall continue to accumulate for a period not to exceed two (2) years.

L22.09 The pregnancy/adoption/parental leave shall apply with respect to any employee who has been employed by the Board for thirteen (13) weeks or more prior to the commencement of the leave.

ARTICLE 23 - EMPLOYEE BENEFITS

Refer to Part A C5.00

L23.01 Pension

The pension plan established by the Board through the Ontario Municipal Employees' Retirement System (O.M.E.R.S.) shall be applicable in accordance with OMERS regulations and Board motion.

L23.02 Long Term Disability

(a) The Board's L.T.D. plan covering employees under this agreement will continue and the Board shall pay 100% of premium costs of the L.T.D. plan. In accordance with the respective insurance policy.

(b) While an employee is receiving salary under the Board's sick leave plan, or while on L.T.D. in lieu of sick leave the Board will continue to pay the portion of the L.T.D. premiums.

(c) The Board agrees that if it changes its Long Term Disability (L.T.D.) provider throughout the life of this Agreement, the new plan will contain the same features that were in existence at the date of ratification. Highlights of the existing plan are as follows:

- Benefits = 60% of Earnings
- 120-Day Waiting Period
- COLA - 4%
- Own Occupation Coverage for 24 Months

(a) LTD coverage ceases on the employee's 65th birthday or when they are eligible for an unreduced pension, whichever comes first.

(b) In case of change in L.T.D. carrier, the Board shall provide CUPE with copies of all new insurance policies.

L23.03 If an employee is laid off, L.T.D. benefits premiums will be covered by the Board to the end of the month in which the layoff occurs.

L23.04 Employee L.T.D. benefits will be prorated for part-time employment in proportion to the number of hours worked to thirty-five (35) hours per week.

L23.05 All applicable L.T.D. premiums for ten (10) month employees shall be paid by the Board during the two (2) month period of scheduled inactive employment.

ARTICLE 24 - OCCASIONAL CLERICAL WORKERS and TEMPORARY INFORMATION TECHNOLOGY TECHNICIANS

L24.01 (a) The term occasional clerical worker (OCW) and/or temporary I.T.T., when used in this agreement refers to personnel employed by the Board on a temporary basis for the replacement, within six (6) working days from the first day of absence in any location, of clerical and technical staff absent as a result of sick leave, vacation, LTD, WSIB and other authorized leaves of absence or the replacement of clerical staff involved in a special project, and/or in cases of emergency where permanent seniority employees are unavailable to attend to such emergency.

In locations where there is only one secretary, absences due to illness will be replaced after the first day of absence.

(b) OCWs and/or temporary I.T.T.s may be employed by the Board for short term overload situations upon mutual agreement between the parties.

L24.02 The Board will maintain a separate seniority list for OCWs and for temporary I.T.T.s. Seniority shall be defined as date of hire with the Board, after successful completion of the probationary period as an OCW and/or temporary I.T.T. Seniority shall be applicable for purposes of casual day-to-day call-in only.

- L24.03** (a) An OCW and/or temporary I.T.T. shall be on probation for One Hundred and Eighty (180) working days or Nine (9) months, whichever comes first. During this period the probationary OCW and/or temporary I.T.T. shall not have access to the grievance and arbitration procedure for matters concerning discipline and/or discharge.
- (b) After the successful completion of One Hundred and Eighty (180) working days or Nine (9) months of employment, whichever comes first, the employee shall have access to the grievance and arbitration procedure for discipline and discharge.
- (c) Successful completion of the probation period shall be evidenced in writing by the designated Human Resources Officer.
- L24.04** Occasional Clerical Workers and / or temporary I.T.T.s shall not be eligible for the following provisions: Article L20, Sick Leave; Article L23, Benefits; Article L6, Union Release Time; Article L14, Layoff and Recall; Article L21, Leaves of Absence. Further, Article L18, Paid Holidays; Article L22, Pregnancy, Adoption and Parental Leave, and Article L19, Vacation, except as provided by the *Employment Standards Act*. Hourly wage will be in accordance with the pay schedule contained in Article L16.
- L24.05** Occasional Clerical Workers and/or temporary I.T.T.s shall be subject to the following call-in procedures:
- (i) For casual day-to-day call-in, available hours shall be offered to Occasional Clerical Workers and/or temporary I.T.T.s in order of date of hire.
- (ii) The Board commits to maintaining a record for work refusal and hours of work for an Occasional Clerical Worker and/or a temporary I.T.T. Upon request, the Union may review this documentation. The Board will maintain records for the previous and current school years.
- (iii) An Occasional Clerical Worker and/or a temporary I.T.T. shall be permitted to refuse available hours not more than 4 times per calendar month after which a refusal will result in the employee being removed from their respective seniority list. An Occasional Clerical Worker and/or a temporary I.T.T. is responsible for notifying the Human Resources Department of their unavailability and obtaining approval of same, prior to the call-in, in order to be exempt from the refusal being charged against them. Request will not be unreasonably withheld.
- After 1 year of service an Occasional Clerical Worker and/or a temporary I.T.T. can apply for up to 5 consecutive days of unavailability during the summer months. The request may be denied pending operational requirements based on seniority.

(iv) No shift will be less than 3.5 continuous hours.

- L24.06** (a) When a permanent position becomes available and after the posting procedure is exhausted, consideration shall be given to the Occasional Clerical Workers and/or temporary I.T.T.s using the selection procedure contained in Article L13 prior to considering external applicants.
- (b) If an Occasional Clerical Worker and/or a temporary I.T.T. acquires a permanent position, any probation days worked shall be credited towards the probation period defined in Article L8. If this probation has been completed as per Article L24.03 (a) there will be no further probation period.
- L24.07** An Occasional Clerical Worker and/or a temporary I.T.T. who is a successful applicant to a vacancy predetermined to be greater than 85 working days shall be entitled to all rights and privileges of the Collective Agreement as are applicable to permanent regular seniority employees save and except for the provision of seniority as it relates to lay-off and recall, applying for postings and transfer requests.
- L24.08** In emergency or extenuating situations where an employee has been unable to take a full lunch period, the employee shall have their start/quit time adjusted by an amount equal to the amount of unused lunch period in consultation with the appropriate Superintendent/Principal/Supervisor or designate.

ARTICLE 25 – STUDENTS

- L25.01** Coop students are to be used to complement the existing CUPE Local 1348 membership. Coop students are there to learn from a CUPE Local 1348 member. Coop students will not be used for supplementary purposes.

ARTICLE 26 - BULLETIN BOARDS

- L26.01** The Local Union shall have the right to post notices of interest to its members in a mutually agreed upon area in each work location provided such notices pertain to social activities, results of elections and Union meetings.

ARTICLE 27 - TUITION ASSISTANCE

- L27.01** With prior approval from the Coordinator of Human Resources or designate, and in accordance with Board Policy, employees shall be entitled to tuition assistance.

ARTICLE 28 - MILEAGE CLAIM

L28.01 A mileage claim will be paid to employees travelling to multiple work locations, only if such travel is a requirement of the job and/or at Board request, in accordance with Board Policy. Mileage reimbursement is not applicable to travel between dual work locations which were arranged at the request or application of the employee.

ARTICLE 29 - JOB SECURITY

- L29.01
- (a) Employees presently in the CUPE Local 1348 bargaining unit will not suffer loss of employment as a result of contracting out of work presently performed by members of the bargaining unit.
 - (b) The duties of vacant positions will not be contracted out when employees presently in the CUPE 1348 bargaining unit are on layoff.
 - (c) It is recognized that at times and for varying reasons it is not considered practicable or advisable for certain work to be performed by our own forces. The Board reserves the right to decide how and by whom any work is to be performed and this clause is not to be regarded as affecting that right; however, providing the Board has the necessary facilities and equipment and can perform the work required with its own work force in a manner that is competitive in terms of cost, quality and within projected time limits, it is the Board's intention to keep such work within the Board.
 - (d) When requested by the President of Local 1348, C.U.P.E., the Board will meet with representatives of this local to discuss the manner in which the foregoing statement has been applied in any particular case.

ARTICLE 30 - TECHNOLOGICAL CHANGE

- L30.01 For the purpose of this Agreement, technological change shall mean any change which introduces sophisticated equipment requiring computer or communication skills other than those currently practiced or utilized.
- (a) Where new or greater skills are required than those already possessed by affected employees under the present methods of operation, such employees shall be provided with the training required over a period not to exceed six months. No reduction in wage or salary rates will occur during the training period of any such employees nor any reduction in pay upon being reclassified in the new position.
 - (b) When the employer decides to institute a technological change, which is related to the duties and function of an employee or group of employees,

the employer agrees to notify the Union as far as possible in advance of such intention.

- (c) At such time, the employer will convene a meeting of the Labour/Management Committee, to discuss the introduction of the technological change, and the foreseeable effects that the change may be expected to have on the working conditions and terms of employment of the employee.
- (d) If, as a direct result of technological change, it becomes necessary to transfer, reassign or reclassify an employee, the employee affected shall be provided with retraining during working hours, with no reduction in pay.
- (e) A seniority employee who is displaced from the job by virtue of technological change shall be given the opportunity to displace a member of the bargaining unit with less seniority, using the bumping provision, as outlined in Article L14.
- (f) Each employee required to use a computer screen for an extended period of time may arrange to have an eye examination biannually while on assignment. The cost of the prescription glasses specifically required in addition to regular glasses for computer screen use will be paid for by the Board upon receipt of the rejected claim by the insurer. The cost of lenses and frames will be reimbursed with a one hundred and fifty (\$150.00) dollar maximum payable.

ARTICLE 31 - SAFETY

- L31.01 The Board shall abide by the Occupational Health and Safety Act and the regulations thereunder. All employees under this Agreement shall abide by the Occupational Health and Safety Act and the regulations thereunder.
- L31.02 The Board will make reasonable provision for the safety and health of its employees during their hours of work. Suggestions received from the Union regarding dangerous conditions will be investigated and, if found to be hazardous, all reasonable effort will be made to effect a correction.
- L31.03 In the case of an accident where an employee is taken to a hospital by ambulance, the Board shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee.
- L31.04 An employee who is injured during working hours and is unable to continue work on that shift on the certification of a doctor shall receive payment for the remainder of the shift at the regular rate of pay without deduction from sick leave.

- L31.05 The Board and the Union agree that incidents involving aggression or violence towards or upon an employee/member C.U.P.E. Local 1348 may be brought to the attention of the Health and Safety Committee after discussion with their immediate supervisor.
- L31.06 The Board and the Union further agree that, as part of an overall concern for the health and safety of workers, the Health & Safety Committee shall consider and recommend:
- Violence prevention policies and procedures; and,
 - Violence training programs,
- in accordance with Board and/or Ministry policy.
- L31.07 It is understood that workers have the right to refuse work they deem to be unsafe per the *Occupational Health & Safety Act*. Any worker expressing this right under the *Act* must report immediately to their principal and/or supervisor.
- L31.08 (a) Media Resources Technicians and posted temporary media technicians shall be reimbursed annually for one (1) pair of safety shoes up to one hundred and twenty (\$120.00). The original receipt must be submitted to the Manager of Media Services by the end of each school year.
- (b) Should a manager/supervisor require an employee to wear safety shoes, the manager/supervisor shall provide a reimbursement of up to one hundred and twenty (\$120).

ARTICLE 32 - WORKPLACE SAFETY AND INSURANCE

Please refer to Central Agreement Article C6.00 Sick Leave and Letter of Understanding #2

- L32.01 (a) When an employee is injured during the performance of their duties and is unable to perform such duties and has applied for Workplace Safety and Insurance benefits, the employee will remain on payroll regardless of their sick leave status and in accordance with C6.01(f) and will receive their pay at the eighty five percent (85%) WSIB rate plus an additional fifteen per cent (15%) top-up paid by the Board to equal one hundred percent (100%) of the net pay, pending the WSIB's decision on entitlement.
- (b) Upon Workplace Safety and Insurance Board approval, the employee's sick leave days shall be adjusted in accordance with the Workplace Safety and Insurance Board award and the employee will continue to receive payments in accordance with that award plus the top up granted

top-up paid by the Board. The top-up amount will be paid for a maximum of four (4) years and six (6) months.

L32.02 The Board and the Union agree that the Board will:

1. Provide the designated representative of the Union information pertaining to members workplace injuries, including WSIB incident reports within 3 working days after it is submitted to the Board.
2. Provide to the designated representative of the Union notification of Return to Work as soon as possible:
 - Name of Worker
 - Location
 - Date of Return to Work
 - Type of Accommodation
3. Provide such information, as referenced in #1 and #2, by correspondence to the designated representative of the Union, during the normal reporting process.
4. When such meetings are deemed necessary the Wellness Officer will involve the Union in meetings of workplace accommodation.

Article L32.02 is subject to any legislation or regulative change, specifically as it relates to the following Acts: *The Workplace Safety & Insurance Act, The Occupational Health & Safety Act, and The Municipal Freedom of Information and Protection of Privacy Act.*

ARTICLE 33 - STRIKES AND LOCKOUTS

- L33.01**
- (a) The Board agrees that there shall be no lockout of employees/members of the Union and the Union agrees that there shall be no strike of the Union or its members during the term of the Agreement. Lockouts and strikes shall be as defined in the *Ontario Labour Relations Act*.
 - (b) In the event that any employee group of the Board, other than those covered by this Agreement engage in a strike, the Union will not cause or permit its members to cause, nor will any member of the Union take part in any curtailment of work or in any strike or stoppage or work, or picket any of the Board's premises during the period of this Agreement. Likewise, the Board will not cause or sanction a lockout during the period of this agreement.
 - (c) The Board reserves the right to transfer employees from one school or building into another in the event of strikes, lockouts or any other

unforeseen situations restricting the operation of certain schools or buildings of the Board.

- L33.02 (a) The Union recognizes that the Employees covered by this Collective Agreement have a legal obligation to honour this Collective Agreement and to report to work even in the event of a legal strike by another CUPE Local, **or other employees of the Board.**
- (b) The Union agrees that it will not direct, intimidate, coerce or otherwise influence its members to not cross the picket line of another CUPE Local **or other employees of the Board** that **are** in a legal strike position.
- (c) Notwithstanding the above, the Board is prepared to recognize that some employees, for personal reasons, may not want to cross the picket line of another CUPE Local, **or other employees of the Board** that **are** in a legal strike position. When an employee chooses not to cross a picket line the employee shall notify their supervisor and the Superintendent of Human Resources.

Notwithstanding Article L15, the Board may assign the employee to another shift and/or work location where no picket line exists. The Board agrees not to take any disciplinary action against any employees who cannot be reassigned other than the deduction of wages and benefits during the period they are not at work.

- (d) If an employee is prevented from crossing the picket line, the employee shall immediately contact the appropriate supervisor who will have responsibility for providing safe passage of the employee to the workplace. There will be no loss of wages in cases where the supervisor is unable to provide a safe passage to the workplace. Notwithstanding the above, and notwithstanding Article L15, the supervisor may assign the employee to another shift and/or work location.

ARTICLE 34 – VIDEO SURVEILLANCE

Please refer to the **Board's Administrative Procedure** on this same topic.

- L34.01 (a) It is the Board's position that security cameras in the workplace will not be used for the purposes of 'monitoring at large' the work performance of CUPE Local 1348 members.
- (b) There will be no video surveillance placed where members have a reasonable expectation of privacy.
- (c) The video surveillance shall not contravene the Collective Agreement.


ARTICLE 35 - TERMS OF AGREEMENT

- L35.01 This Agreement shall remain in force from September 1, 2022 to August 31, 2026 and shall thereafter continue for a further period of one (1) year unless either Party gives notice to the other not more than ninety (90) days from the expiration date herein that it desires revision, modification or termination of this Agreement at its expiration date.
- L35.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- L35.03 In the event that either Party gives notice as defined in Article L35.01, the Parties will meet to negotiate within fifteen (15) working days or such other time as may be mutually agreed after the giving of such notice, and both Parties shall negotiate in good faith and make every effort to conclude a new Agreement.

Dated at Windsor, Ontario, this 16th day of May, 2023

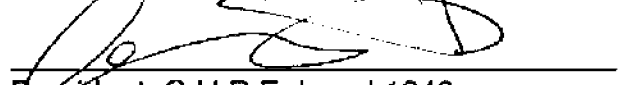
Signed and agreed upon on behalf
of the GREATER ESSEX COUNTY
DISTRICT SCHOOL BOARD:

Signed and agreed upon on behalf
of the CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1348:

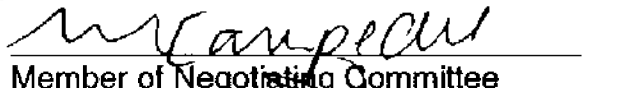

Chairperson of the Board


C.U.P.E. Area Representative


Director and Secretary of the Board

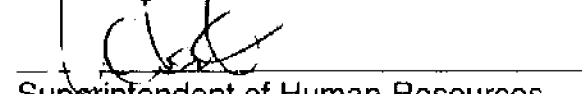

President, C.U.P.E. Local 1348

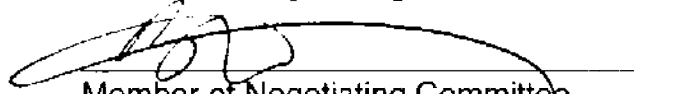

Treasurer of the Board


Member of Negotiating Committee

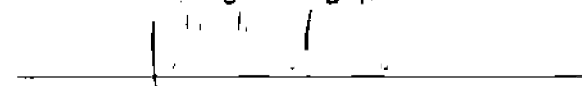

Lead Negotiator


Member of Negotiating Committee


Superintendent of Human Resources


Member of Negotiating Committee


Member of Negotiating Committee



GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

and

C.U.P.E 1348

Letter of Understanding

RE: Declaration of Interest/Transfer for Location and/or Increase or Decrease in Hours in the Elementary Clerk Classification

The Parties met in contract negotiations and had considerable discussion regarding the current process to afford Employees in the Classification of Elementary Clerk to apply for positions with alternative hours of weekly work that arise following re-organization each fall.

Now therefore, the parties agree to the following process on a trial basis, to be reviewed annually and updated following the annual re-organization, each year of the collective agreement as mutually agreed:

1. Notwithstanding Article L13.09 of the Collective Agreement the Transfer/Declaration window will be moved from May to October, immediately following elementary re-organization.
2. The Transfer Window will be open for three working days following the completion of re-organization.
3. The Employer and Union agree to negotiate the medium (Excel/Electronic Form) through which the transfer requests will be circulated.

Process

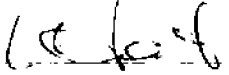
1. Where a transfer request is submitted for locations offering an increase or decrease in hours.
2. The Board shall post, through the agreed upon medium, all available jobs detailing location and hours to all Clerks.
3. Clerks will be offered the opportunity to select available positions based on seniority, for the full school year. Such selection shall indicate the employee's selection at (i) re-organization and (ii) any vacancies or increases/decreases in hours arising following re-organization during the effective school year.
4. The parties agree that the new school location language outlined under article L13.09(d) does not apply to Elementary Clerks.

Process Review

1. The parties will meet within one month following clerk staffing and discuss issues that arise in the implementation phase and make every effort to arrive at mutual solutions to ensure the success of the undertaking.
2. This Letter shall not be attached to the Collective Agreement.

Dated at Windsor, Ontario, this 14th day of February, 2023


FOR THE BOARD:





Khalipcan

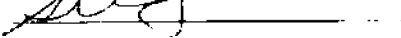
James Mack

FOR THE UNION:









GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

and

C.U.P.E 1348

Letter of Understanding

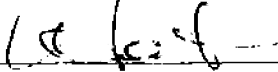
RED / YELLOW FOLDERS

For the purpose of clarification of Board Policy PA-AD-44 the following shall apply:

- The responsibility for maintaining the accuracy of the data within the red/yellow folders is not the responsibility of the Secretary.
- Under the Secretaries responsibilities it is agreed that the Secretary shall not be the designate for the Principal.

Dated at Windsor, Ontario, January 31, 2023


FOR THE BOARD:



Khalipson

Amie Mack

FOR THE UNION:



Joe

Joe


GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
and
C.U.P.E 1348
LETTER OF
UNDERSTANDING
BETWEEN
THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1348

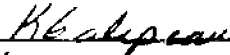
RE: PROFESSIONAL DEVELOPMENT

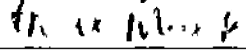
The Board and CUPE Local 1348 agree to meet annually to discuss professional development issues and procedures.

Dated at Windsor, Ontario, this 22nd day of February, 2023


FOR THE BOARD:

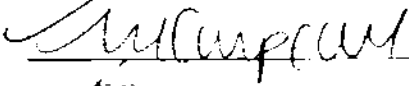


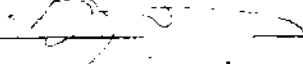


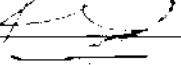



FOR THE UNION:











GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

and

C.U.P.E 1348

LETTER OF

UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1348

INTERNAL EQUITY


The Board and the Union agree to finalize internal equity which the parties began during the life of the proceeding collective agreement. This undertaking shall include but not be limited to:

1. The adjustment of Article 16.01 Pay Schedules to create compensation build;

In order to complete this process, the parties will begin meetings within 30 days of the ratification of this agreement and will make every effort to meet a minimum of once monthly until the matter is resolved.

Dated at Windsor, Ontario, this 22nd day of February, 2023


FOR THE BOARD:



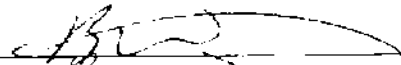
Khalipou

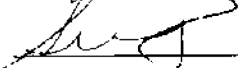
Amel Mack

FOR THE UNION:



Joe





GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

and

C.U.P.E 1348

Appendix A

For Historical Reference Only

"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 and Cumulative Sick Leave Plan

- (a) (i) An employee transferring from another system shall begin his/her service with the Board with the cumulative sick leave credit to which he/she is entitled in accordance with the Education Act.
- (ii) Any employee transferring credits to the Greater Essex County District School Board Cumulative Sick Leave Plan shall provide a statement in writing duly signed by the former employer, certifying number of days to the employee's credit in the fund from which the transfer is to be made.
- (b) An employee shall receive sick leave credits for each month of service with the Board equal to 1.5 days for each month of active service (maximum of 18 days per year). Sick leave credits will be prorated based on hours worked. For purposes of this Article active service is to exclude layoff and normal school closures such as Christmas, March Break, summer close down, time spent under WSIB or an unpaid leave of absence.
- (c) A deduction shall be made in cumulative sick leave credits amounting to the number of days which an employee is absent through illness and for which that employee is paid in any year, provided the employee has cumulative sick leave days to his/her credit.
- (d) Sick leave credits not used in any year shall accumulate from year to year to a maximum of 250 days. Seniority employees, employed by the Board as of November 30, 2008, whose sick days exceed the maximum of 250 days will adopt their sick day allotment as of November 30, 2008 as their permanent cumulative sick leave maximum. An employee may accumulate additional days in the amount of 50% of the unused portion in any calendar year. The sum of the sick leave credits and the accumulated bank are to be combined for the purpose of Article 20.02.
- (e) All years of active service with the Board, except during leave of absence, will be included when calculating the cumulative sick leave credit of an employee.

Employees are not entitled to draw benefits from the Sick Leave Plan during their probationary period. Upon completion of their probation, sick leave of 1.5 days per month from the date of hire shall be credited to each employee. The Board may advance payment of post-probation credits to an employee who is ill during the required probation provided that such employee who does not complete the required probation shall repay such advance of credits upon termination.

- (i) Where an employee has been employed for more than two (2) years, and has used up all his/her sick leave credits, the Board may allow him/her sick leave of up to thirty (30) days in the case of an extended illness provided that such excess allowance be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled. Upon his/her return to work, the employee is obligated to eliminate the sick leave debit at the rate of one-half (1/2) his/her annual sick leave credits.

Refer to Appendix B for SICK LEAVE CREDIT BASED

RETIREMENT GRATUITIES

Retirement Allowance

- (a) In case of retirement with O.M.E.R.S. pension or death while in the employ of the Board, the Board shall pay an allowance to a maximum of 50% of the employee's salary as follows:

- (i) in the case of retirement, payment shall be made to the employee provided that the employee has at least ten (10) years' service with the Board;

- (ii) in the case of death, payment shall be made to his/her named beneficiary or estate in its entirety in one payment.

- (b) The amount of retirement allowance shall be calculated as follows:

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

A Cumulative sick leave at retirement or death.

B Years of service with the Board.

C Annual salary at retirement or death except for employees on an indefinite leave of absence as provided for in subsection 20.02 (d), and excludes overtime.

- (c) An employee at retirement with O.M.E.R.S. pension has the option of receiving payment of the retirement gratuity in the year of retirement or splitting the payment between the year of retirement and the following calendar year.
- (d) The retirement gratuity of an employee on an indefinite leave of absence shall be based on the salary in effect in the last year of active service with the Board.
- (e) Former Windsor, OSSTF-SSBU
Notwithstanding anything contained in Section 20, employees hired on or before March 25, 1992 will continue with the service gratuity presently in existence which is provided to an employee who leaves the employ of the Board after five (5) years of service. The service gratuity will amount to 50% of the unused portion of the cumulative sick leave credits to a maximum of half a years' salary.
- (f) Former Essex CUPE Local 1348
Notwithstanding anything contained in Section 20, for former Essex employees as of August 20, 1999, during the calendar year in which a seniority employee completes ten (10) or more years of service with the Board or a predecessor thereof, and the employment terminates , a gratuity shall be payable based upon half the number of sick leave days standing to the credit of such employee at the salary or wages in effect at that time; in any event, the gratuity is not to be in excess of the amount of one-half year's current earnings.
- (e) Section 20.02(f) above does not apply to employees hired on or after August 20, 1999.