



*Peterborough Victoria
Northumberland and Clarington
Catholic District School Board*

COLLECTIVE AGREEMENT

between the

**PETERBOROUGH VICTORIA NORTHUMBERLAND & CLARINGTON
CATHOLIC DISTRICT SCHOOL BOARD**

(hereinafter called “the Board”)

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1453**

(hereinafter called “the Union”)

EFFECTIVE FROM SEPTEMBER 1, 2022 TO AUGUST 31, 2026

The collective agreement shall consist of two parts. Part

“A” consists of provisions respecting Central issues.

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

Part A- Central Terms

APPENDIX I

CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

The following process pertains exclusively to disputes and grievances on central matters that have been referred to the central process. In accordance with the *School Board Collective Bargaining Act, 2014* central matters may also be grieved locally, in which case local grievance processes will apply. In the event that central language is being grieved locally, the local parties shall provide the grievance to their respective central agents. Where a local grievance has been filed, the central parties will jointly recommend in writing to the Local Parties that the local grievance be held in abeyance until the Central Dispute Resolution Committee, the Central Parties, or the Crown takes action under Article 4.

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

a. Dispute Resolution

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

b. Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

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

b. The Crown shall have the following rights:

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

- iv. The remedy requested.

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation /Expedited Meditation

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

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

C4.16 Arbitration

- a. Arbitration shall be by a single arbitrator.

- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #7. Arbitrators on the list will be used in rotation, based on availability. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d. The Parties shall select an arbitrator from the list to subject to their availability to hear the matter within eighteen (18) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within eighteen (18) months the parties shall appoint a mutually agreed to arbitrator who is available within eighteen (18) months.
- e. The central parties may refer multiple grievances to a single arbitrator.
- f. The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

- a) The Trust will maintain eligibility for CUPE represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of applicable collective agreement ("CUPE represented employees").

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

C5.2 Funding

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

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

C5.3 Cost Sharing

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

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

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

- a) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- b) For the purposes of (a) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c) Amounts previously paid under (a) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- d) In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and

CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

"Long Term Supply Assignment" means, in relation to an employee,

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

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

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

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, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>_____ dd _____ mm _____ vvvv</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ vvvv</p> <p>Signature _____ Date _____</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>
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Employee ID:	Telephone No:
Employee Address:	Work Location:
Health Care Professional: The following information should be completed by the Health Care Professional	
First Day of Absence:	
General Nature of Illness* (<i>please do not include diagnosis</i>):	
Date of Assessment: dd mm yyyy	No limitations and/or restrictions <input type="checkbox"/> Return to work date: dd mm yyyy For limitations and restrictions, please complete Part 2.
Health Care Professional, please complete the confirmation and attestation in Part 3	
PART 2 – Physical and/or Cognitive Abilities Health Care Professional to complete. Please outline your patient’s abilities and/or restrictions based on your objective medical findings. (<i>please complete all that is applicable</i>)	

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

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

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

Have you discussed return to work with your patient?

- Yes No

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

- Regular full time hours Modified hours
 Graduated hours

Start Date: **dd mm yyyy**

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

SHORT-TERM PAID LEAVES

The parties agree that the issue of short-term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5

days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. MEMBERSHIP

The Committee shall include nine (9) members - five (5) representatives from CUPE/SCFP and four (4) representatives from the CTA. Up to two (2) advisors from the Ministry of Education shall act in a

resource capacity to the committee. Other persons may attend meetings in order to provide support and resources as mutually agreed. Up to one (1) representative from each of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

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

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING # 10

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives Committee

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

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

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

local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leave

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

LETTER OF AGREEMENT # 13

BETWEEN

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

and

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

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

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

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

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

The task force will:

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

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

APPENDIX II – DOES NOT FORM PART OF THE CENTRAL TERMS OF THE COLLECTIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING #1

**IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

BETWEEN

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

AND

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

RE: Actuarial Variation

The Parties wish to affirm the importance of the CUPE Education Workers' Benefits Trust's annual actuarial report in ensuring the financial sustainability of the plan. As per section 16.3 of the CUPE EWBT Agreement and Declaration of Trust, these actuarial reports are made using actuarial assumptions in accordance with generally accepted actuarial principles.

The Parties acknowledge that the actuarial assumptions used, in particular those associated with the forecasted per-Full-Time Equivalent (FTE) funding increases for years which are not covered by a current collective agreement, may require the board of Trustees to make immediate decisions prior to the next round of bargaining.

Therefore, the Parties agree to amend the CUPE EWBT Trust Agreement as follows:

If the most recent actuarial report covers a year that is not part of the collective agreement, and the actuarial report includes a funding assumption of 0 per cent for that year, and if the Claims Fluctuation Reserve (CFR) is projected to be below 8.3% in such a year:

- There is no requirement for the trustees to make a plan design change; however, they may.
- There is a requirement for the trustees to develop a contingency plan in the event that the funding negotiated in central bargaining results in the CFR continuing to be projected to be below the 8.3% threshold, and the plan is to be shared with the central parties. The contingency plan must include the following elements, at a minimum:
 - 3 funding scenarios: no increase in funding, increases consistent with CPI, and increases equal to the average of the prior three years.
 - 2 costing scenarios: for example, inflationary trend increases and historical 3 year trend.
 - Proposed actions the trustees would take for each scenario: for example, plan reductions and administrative efficiencies.

If the most recent actuarial report covers a year that is part of the collective agreement, plan design changes will continue to apply where the CFR is projected to be below 8.3% in such a year or if the current year's CFR falls below 8.3%.

Finally, the Parties confirm that any decision to maintain or change benefits Plan design is at the discretion of the Board of Trustees, subject to any restrictions in the CUPE EWBT Agreement and Declaration of Trust, Collective Agreement, or the Income Tax Act and in accordance with their responsibility for the ongoing operations and long-term financial sustainability of the CUPE EWBT.

APPENDIX III

Community Use of Schools Investment	
DSB Name	\$
Algoma DSB	4,417
Algonquin and Lakeshore Catholic DSB	4,558
Bluewater DSB	7,113
Bruce-Grey Catholic DSB	1,608
Catholic DSB of Eastern Ontario	4,814
CÉP de l'Est de l'Ontario	6,144
CS catholique Mon Avenir	6,415
CS catholique Providence	4,228
CS Viamonde	4,747
CSD catholique de l'Est ontarien	5,191
CSD catholique des Grandes Rivières	3,613
CSD catholique du Centre-Est de l'Ontario	7,802
CSD catholique du Nouvel-Ontario	3,574
CSD catholique Franco-Nord	1,260
CSD du Grand Nord de l'Ontario	1,977
CSD du Nord-Est de l'Ontario	1,119
DSB of Niagara	14,460
DSB Ontario North East	4,951
Dufferin-Peel Catholic DSB	31,209
Durham Catholic DSB	8,163
Durham DSB	25,822
Grand Erie DSB	10,719
Greater Essex County DSB	12,354
Halton Catholic DSB	11,833
Halton DSB	21,477
Hamilton-Wentworth Catholic DSB	165
Hamilton-Wentworth DSB	17,826
Hastings and Prince Edward DSB	6,802
Huron Perth Catholic DSB	47
Huron-Superior Catholic DSB	2,064
Kawartha Pine Ridge DSB	12,589
Keewatin-Patricia DSB	2,820
Lakehead DSB	3,792
Lambton Kent DSB	9,693
Limestone DSB	8,416
London District Catholic School Board	7,165
Near North DSB	4,719
Niagara Catholic DSB	8,288
Nipissing-Parry Sound Catholic DSB	1,291
Northeastern Catholic DSB	1,143
Northwest Catholic DSB	518

Ottawa Catholic DSB	231
Peel DSB	55,581
Peterborough V N C Catholic DSB	5,638
Rainbow DSB	6,140
Rainy River DSB	1,384
Renfrew County Catholic DSB	1,816
Renfrew County DSB	4,763
Simcoe County DSB	17,471
Simcoe Muskoka Catholic DSB	7,466
St. Clair Catholic DSB	3,211
Sudbury Catholic DSB	2,384
Thames Valley DSB	29,002
Toronto Catholic DSB	34,196
Toronto DSB	85,953
Trillium Lakelands DSB	6,961
Upper Canada DSB	12,895
Upper Grand DSB	11,029
Waterloo Catholic DSB	87
Wellington Catholic DSB	2,950
York Catholic DSB	20,341
York Region DSB	45,435
TOTAL	651,835

APPENDIX IV

Supports for Students Fund - CUPE	2022-23			2023-24			2024-25			2025-26		
	Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staff Amount	Other Staffing Amount	TOTAL
Algoma DSB	\$ -	\$ 175,997	\$ 175,997	\$ -	\$ 181,576	\$ 181,576	\$ -	\$ 187,169	\$ 187,169	\$ -	\$ 192,821	\$ 192,821
Algonquin and Lakeshore Catholic DSB	\$ 385,520	\$ 313,539	\$ 699,060	\$ 397,741	\$ 323,478	\$ 721,220	\$ 409,992	\$ 333,442	\$ 743,434	\$ 422,374	\$ 343,512	\$ 765,885
Bluewater DSB	\$ -	\$ 236,384	\$ 236,384	\$ -	\$ 243,877	\$ 243,877	\$ -	\$ 251,389	\$ 251,389	\$ -	\$ 258,981	\$ 258,981
Bruce-Grey Catholic DSB	\$ 163,871	\$ 97,428	\$ 261,298	\$ 169,066	\$ 100,516	\$ 269,582	\$ 174,273	\$ 103,612	\$ 277,885	\$ 179,536	\$ 106,741	\$ 286,277
Catholic DSB of Eastern Ontario	\$ 399,012	\$ 344,075	\$ 743,087	\$ 411,660	\$ 354,982	\$ 766,642	\$ 424,339	\$ 365,916	\$ 790,255	\$ 437,155	\$ 376,966	\$ 814,121
C�P de l'Est de l'Ontario	\$ -	\$ 383,815	\$ 383,815	\$ -	\$ 395,982	\$ 395,982	\$ -	\$ 408,179	\$ 408,179	\$ -	\$ 420,506	\$ 420,506
CS catholique MonAvenir	\$ -	\$ 206,807	\$ 206,807	\$ -	\$ 213,363	\$ 213,363	\$ -	\$ 219,934	\$ 219,934	\$ -	\$ 226,576	\$ 226,576
CS catholique Providence	\$ 324,922	\$ 292,049	\$ 616,971	\$ 335,222	\$ 301,307	\$ 636,529	\$ 345,547	\$ 310,587	\$ 656,134	\$ 355,982	\$ 319,967	\$ 675,950
CS Vlamonde	\$ -	\$ 165,219	\$ 165,219	\$ -	\$ 170,457	\$ 170,457	\$ -	\$ 175,707	\$ 175,707	\$ -	\$ 181,013	\$ 181,013
CSD catholique de l'Est ontarien	\$ -	\$ 250,765	\$ 250,765	\$ -	\$ 258,714	\$ 258,714	\$ -	\$ 266,683	\$ 266,683	\$ -	\$ 274,737	\$ 274,737
CSD catholique des Grandes Riviers	\$ -	\$ 102,542	\$ 102,542	\$ -	\$ 105,793	\$ 105,793	\$ -	\$ 109,051	\$ 109,051	\$ -	\$ 112,344	\$ 112,344
CSD catholique du Centre-Est de l'Ontario	\$ -	\$ 182,349	\$ 182,349	\$ -	\$ 188,130	\$ 188,130	\$ -	\$ 193,924	\$ 193,924	\$ -	\$ 199,781	\$ 199,781
CSD catholique du Nouvel-Ontario	\$ -	\$ 129,373	\$ 129,373	\$ -	\$ 133,474	\$ 133,474	\$ -	\$ 137,585	\$ 137,585	\$ -	\$ 141,740	\$ 141,740
CSD catholique Franco-Nord	\$ -	\$ 42,325	\$ 42,325	\$ -	\$ 43,667	\$ 43,667	\$ -	\$ 45,012	\$ 45,012	\$ -	\$ 46,371	\$ 46,371
CSP du Grand Nord de l'Ontario	\$ -	\$ 62,802	\$ 62,802	\$ -	\$ 64,793	\$ 64,793	\$ -	\$ 66,789	\$ 66,789	\$ -	\$ 68,806	\$ 68,806
CSP du Nord-Est de l'Ontario	\$ 123,936	\$ 94,758	\$ 218,693	\$ 127,865	\$ 97,761	\$ 225,626	\$ 131,803	\$ 100,772	\$ 232,575	\$ 135,783	\$ 103,816	\$ 239,599
DSB of Niagara	\$ 949,189	\$ 757,428	\$ 1,706,616	\$ 979,278	\$ 781,438	\$ 1,760,716	\$ 1,009,440	\$ 805,507	\$ 1,814,946	\$ 1,039,925	\$ 829,833	\$ 1,869,757
DSB Ontario North East	\$ -	\$ 187,606	\$ 187,606	\$ -	\$ 193,553	\$ 193,553	\$ -	\$ 199,514	\$ 199,514	\$ -	\$ 205,540	\$ 205,540
Dufferin-Peel Catholic DSB	\$ -	\$ 1,693,461	\$ 1,693,461	\$ -	\$ 1,747,144	\$ 1,747,144	\$ -	\$ 1,800,956	\$ 1,800,956	\$ -	\$ 1,855,344	\$ 1,855,344
Durham Catholic DSB	\$ 430,803	\$ 412,916	\$ 843,718	\$ 444,459	\$ 426,005	\$ 870,464	\$ 458,148	\$ 439,126	\$ 897,274	\$ 471,985	\$ 452,388	\$ 924,372
Durham DSB	\$ 1,709,102	\$ 1,376,176	\$ 3,085,278	\$ 1,763,281	\$ 1,419,801	\$ 3,183,082	\$ 1,817,590	\$ 1,463,531	\$ 3,281,121	\$ 1,872,481	\$ 1,507,729	\$ 3,380,210
Grand Erie DSB	\$ 711,154	\$ 596,606	\$ 1,307,760	\$ 733,698	\$ 615,518	\$ 1,349,216	\$ 756,296	\$ 634,476	\$ 1,390,772	\$ 779,136	\$ 653,637	\$ 1,432,773
Greater Essex County DSB	\$ -	\$ 754,941	\$ 754,941	\$ -	\$ 778,872	\$ 778,872	\$ -	\$ 802,862	\$ 802,862	\$ -	\$ 827,108	\$ 827,108
Halton Catholic DSB	\$ 697,228	\$ 630,079	\$ 1,327,307	\$ 719,330	\$ 650,053	\$ 1,369,383	\$ 741,485	\$ 670,075	\$ 1,411,560	\$ 763,878	\$ 690,311	\$ 1,454,189
Halton DSB	\$ -	\$ 533,298	\$ 533,298	\$ -	\$ 550,204	\$ 550,204	\$ -	\$ 567,150	\$ 567,150	\$ -	\$ 584,278	\$ 584,278
Hamilton-Wentworth Catholic DSB	\$ 804,718	\$ 236,689	\$ 1,041,407	\$ 830,228	\$ 244,192	\$ 1,074,420	\$ 855,799	\$ 251,713	\$ 1,107,512	\$ 881,644	\$ 259,315	\$ 1,140,959
Hamilton-Wentworth DSB	\$ -	\$ 567,243	\$ 567,243	\$ -	\$ 585,225	\$ 585,225	\$ -	\$ 603,250	\$ 603,250	\$ -	\$ 621,468	\$ 621,468
Hastings and Prince Edward DSB	\$ 460,756	\$ 341,385	\$ 802,141	\$ 475,362	\$ 352,206	\$ 827,568	\$ 490,003	\$ 363,054	\$ 853,058	\$ 504,801	\$ 374,019	\$ 878,820
Huron Perth Catholic DSB	\$ 171,987	\$ 54,183	\$ 226,170	\$ 177,439	\$ 55,901	\$ 233,340	\$ 182,904	\$ 57,622	\$ 240,526	\$ 188,428	\$ 59,362	\$ 247,790
Huron-Superior Catholic DSB	\$ 222,665	\$ 166,954	\$ 389,619	\$ 229,724	\$ 172,247	\$ 401,970	\$ 236,799	\$ 177,552	\$ 414,351	\$ 243,950	\$ 182,914	\$ 426,864
Kawartha Pine Ridge DSB	\$ 928,441	\$ 712,511	\$ 1,640,952	\$ 957,873	\$ 735,098	\$ 1,692,970	\$ 987,739	\$ 757,399	\$ 1,745,114	\$ 1,017,194	\$ 780,622	\$ 1,797,816
Keewatin-Patricia DSB	\$ -	\$ 145,265	\$ 145,265	\$ -	\$ 149,870	\$ 149,870	\$ -	\$ 154,486	\$ 154,486	\$ -	\$ 159,151	\$ 159,151
Lakehead DSB	\$ -	\$ 141,822	\$ 141,822	\$ -	\$ 146,318	\$ 146,318	\$ -	\$ 150,824	\$ 150,824	\$ -	\$ 155,379	\$ 155,379
Lambton Kent DSB	\$ 664,839	\$ 497,673	\$ 1,162,512	\$ 685,914	\$ 513,449	\$ 1,199,364	\$ 707,040	\$ 529,264	\$ 1,236,304	\$ 728,393	\$ 545,247	\$ 1,273,640
Limestone DSB	\$ 522,282	\$ 436,641	\$ 958,924	\$ 538,838	\$ 450,483	\$ 989,321	\$ 555,435	\$ 464,358	\$ 1,019,793	\$ 572,209	\$ 478,382	\$ 1,050,590
London District Catholic School Board	\$ 514,812	\$ 368,337	\$ 883,149	\$ 531,132	\$ 380,013	\$ 911,145	\$ 547,491	\$ 391,718	\$ 939,208	\$ 564,025	\$ 403,548	\$ 967,573
Near North DSB	\$ -	\$ 291,472	\$ 291,472	\$ -	\$ 300,712	\$ 300,712	\$ -	\$ 309,974	\$ 309,974	\$ -	\$ 319,335	\$ 319,335
Niagara Catholic DSB	\$ 561,377	\$ 466,988	\$ 1,028,366	\$ 579,173	\$ 481,792	\$ 1,060,965	\$ 597,012	\$ 496,631	\$ 1,093,642	\$ 615,041	\$ 511,629	\$ 1,126,670
Nipissing-Parry Sound Catholic DSB	\$ -	\$ 33,100	\$ 33,100	\$ -	\$ 34,149	\$ 34,149	\$ -	\$ 35,201	\$ 35,201	\$ -	\$ 36,264	\$ 36,264
Northeastern Catholic DSB	\$ 115,913	\$ 73,830	\$ 189,743	\$ 119,588	\$ 76,171	\$ 195,758	\$ 123,271	\$ 78,517	\$ 201,788	\$ 126,994	\$ 80,888	\$ 207,882
Northwest Catholic DSB	\$ 98,825	\$ 46,328	\$ 145,153	\$ 101,957	\$ 47,797	\$ 149,754	\$ 105,098	\$ 49,269	\$ 154,366	\$ 108,271	\$ 50,757	\$ 159,028
Ottawa Catholic DSB	\$ 989,189	\$ 388,717	\$ 1,377,906	\$ 1,020,546	\$ 401,039	\$ 1,421,586	\$ 1,051,979	\$ 413,391	\$ 1,465,370	\$ 1,083,749	\$ 425,876	\$ 1,509,625
Peel DSB	\$ -	\$ 3,042,741	\$ 3,042,741	\$ -	\$ 3,139,195	\$ 3,139,195	\$ -	\$ 3,235,883	\$ 3,235,883	\$ -	\$ 3,333,606	\$ 3,333,606
Peterborough V N C Catholic DSB	\$ 448,480	\$ 365,599	\$ 814,079	\$ 462,697	\$ 377,188	\$ 839,885	\$ 476,948	\$ 388,806	\$ 865,754	\$ 491,352	\$ 400,548	\$ 891,900
Rainbow DSB	\$ -	\$ 220,098	\$ 220,098	\$ -	\$ 227,075	\$ 227,075	\$ -	\$ 234,069	\$ 234,069	\$ -	\$ 241,138	\$ 241,138
Rainy River DSB	\$ -	\$ 41,231	\$ 41,231	\$ -	\$ 42,538	\$ 42,538	\$ -	\$ 43,848	\$ 43,848	\$ -	\$ 45,172	\$ 45,172
Renfrew County Catholic DSB	\$ -	\$ 60,903	\$ 60,903	\$ -	\$ 62,834	\$ 62,834	\$ -	\$ 64,769	\$ 64,769	\$ -	\$ 66,725	\$ 66,725
Renfrew County DSB	\$ -	\$ 245,517	\$ 245,517	\$ -	\$ 253,300	\$ 253,300	\$ -	\$ 261,102	\$ 261,102	\$ -	\$ 268,987	\$ 268,987
Simcoe County DSB	\$ -	\$ 587,385	\$ 587,385	\$ -	\$ 606,005	\$ 606,005	\$ -	\$ 624,670	\$ 624,670	\$ -	\$ 643,535	\$ 643,535
Simcoe Muskoka Catholic DSB	\$ -	\$ 276,448	\$ 276,448	\$ -	\$ 285,212	\$ 285,212	\$ -	\$ 293,996	\$ 293,996	\$ -	\$ 302,875	\$ 302,875
St. Clair Catholic DSB	\$ 275,165	\$ 193,444	\$ 468,610	\$ 283,888	\$ 199,577	\$ 483,465	\$ 292,632	\$ 205,723	\$ 498,355	\$ 301,469	\$ 211,936	\$ 513,406
Sudbury Catholic DSB	\$ -	\$ 80,701	\$ 80,701	\$ -	\$ 83,259	\$ 83,259	\$ -	\$ 85,823	\$ 85,823	\$ -	\$ 88,415	\$ 88,415
Thames Valley DSB	\$ 1,790,290	\$ 1,562,651	\$ 3,352,941	\$ 1,847,042	\$ 1,612,187	\$ 3,459,229	\$ 1,903,931	\$ 1,661,843	\$ 3,565,774	\$ 1,961,429	\$ 1,712,031	\$ 3,673,460
Toronto Catholic DSB	\$ 1,762,084	\$ 2,015,446	\$ 3,777,530	\$ 1,817,942	\$ 2,079,336	\$ 3,897,277	\$ 1,873,934	\$ 2,143,379	\$ 4,017,314	\$ 1,930,527	\$ 2,208,109	\$ 4,138,636
Toronto DSB	\$ 4,852,941	\$ 4,529,586	\$ 9,382,527	\$ 5,006,779	\$ 4,673,174	\$ 9,679,953	\$ 5,160,988	\$ 4,817,107	\$ 9,978,096	\$ 5,316,850	\$ 4,962,584	\$ 10,279,434
Trillium Lakelands DSB	\$ 513,787	\$ 442,883	\$ 956,670	\$ 530,075	\$ 456,922	\$ 986,997	\$ 546,401	\$ 470,995	\$ 1,017,396	\$ 562,902	\$ 485,219	\$ 1,048,122
Upper Canada DSB	\$ 797,965	\$ 692,833	\$ 1,490,798	\$ 823,260	\$ 714,795	\$ 1,538,056	\$ 848,617	\$ 736,811	\$ 1,585,428	\$ 874,245	\$ 759,063	\$ 1,633,308
Upper Grand DSB	\$ -	\$ 339,162	\$ 339,162	\$ -	\$ 349,914	\$ 349,914	\$ -	\$ 360,691	\$ 360,691	\$ -	\$ 371,584	\$ 371,584
Waterloo Catholic DSB	\$ 519,945	\$ 197,833	\$ 717,778	\$ 536,427	\$ 204,104	\$ 740,531	\$ 552,949	\$ 210,390	\$ 763,340	\$ 569,648	\$ 216,744	\$ 786,392
Wellington Catholic DSB	\$ -	\$ 82,010	\$ 82,010	\$ -	\$ 84,610	\$ 84,610	\$ -	\$ 87,216	\$ 87,216	\$ -	\$ 89,850	\$ 89,850
Windsor-Essex Catholic DSB	\$ 543,521	\$ -	\$ 543,521	\$ 560,750	\$ -	\$ 560,750	\$ 578,022	\$ -	\$ 578,022	\$ 595,478	\$ -	\$ 595,478
York Catholic DSB	\$ 1,172,659	\$ 998,693	\$ 2,171,352	\$ 1,209,833	\$ 1,030,352	\$ 2,240,184	\$ 1,247,095	\$ 1,062,087	\$ 2,309,182	\$ 1,284,758	\$ 1,094,162	\$ 2,378,919
York Region DSB	\$ 2,653,309	\$ 2,366,453	\$ 5,019,761	\$ 2,737,418	\$ 2,441,469	\$ 5,178,888	\$ 2,821,731	\$ 2,516,666	\$ 5,338,397	\$ 2,906,947	\$ 2,592,670	\$ 5,499,617
Totals	\$ 27,280,687	\$ 33,333,495	\$ 60,614,182	\$ 28,145,485	\$ 34,390,167	\$ 62,535,652	\$ 29,012,366	\$ 35,449,384	\$ 64,461,750	\$ 29,888,539	\$ 36,519,956	\$ 66,408,495

Note: 2022-23 amounts already include the investment previously communicated through the 2022-23 Grants for Student Needs, released February 17, 2022.

PART B – LOCAL TERMS

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ARTICLE 1 – RECOGNITION / SCOPE / DEFINITIONS

ARTICLE 1.01

This Collective Agreement shall apply to all employees of the Board, save and except supervisors, persons above the rank of supervisors, one (1) confidential secretary, one (1) executive assistant, administrative assistants to supervisory officers, one (1) administrative assistant to the director's office, Human Resource Services staff, financial analyst, financial officer, Chaplaincy Team Leaders, and teachers as defined by the Teachers' Profession Act.

ARTICLE 1.02

The Board recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Board in the bargaining unit defined above.

ARTICLE 1.03

No employee whose regular job is not in the bargaining unit shall perform work which is normally and exclusively performed by the employees in the bargaining unit, save and except for purpose of instruction, experimenting, self-familiarization, or when an employee who would normally perform the work is not readily available.

ARTICLE 1.04 - TECHNOLOGICAL CHANGE

When the Board introduces technological changes which require additional skills of staff, an employee shall agree to be trained and the Board shall agree to pay for training it authorizes. Notwithstanding Article 15, if training extends beyond the normal hours of work, the employee will be paid in accordance with Article 15 (Overtime) for all such hours or, with mutual agreement, they shall be granted time-in-lieu of payment to be scheduled when the employee is not replaced.

An employee who does not acquire the additional skills will be reassigned to another vacant position for which they have the abilities and qualifications to perform. If no such vacancy exists, they may displace the most junior employee in another job category for which they have the abilities and qualifications to perform. The displaced employee shall then exercise their seniority in accordance with Article 13.

The employer further agrees to give the Union as much advance notice as possible when technological changes are to be implemented.

ARTICLE 1.05

1. Wherever the singular or the masculine is used in this agreement it shall be considered as if the plural or the feminine has been used where the context of the agreement so requires.
2. Where the expression "Board" is used, it is understood that any authority in question may be exercised by the Director of Education or the designate.

3. GEOGRAPHIC AREAS

- A. Peterborough City and County**
- B. Northumberland County**
- C. City of Kawartha Lakes**
- D. Municipality of Clarington**

- 4. For the purpose of this Agreement, “working days” shall exclude Saturdays, Sundays and paid holidays.

ARTICLE 1.06 – CONTRACTING OUT

No employee shall suffer any loss of work as a result of the contracting-out of bargaining unit work. In the event that the Employer issues a request for proposals for the contracting-out of bargaining unit work, the Union will be informed and provided with an opportunity to present a proposal for the retention of that work.

ARTICLE 1.07

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

- 1. To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment services, etc.
- 3. To encourage efficiency and effectiveness in operation.
- 4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- 5. Both parties agree to act in a fair and reasonable manner.
- 6. Committed to improving student achievement and well-being.

ARTICLE 2 – RESERVATION OF MANAGEMENT FUNCTIONS

ARTICLE 2.01

The Union acknowledges that, except as expressly modified by any other article of this Collective Agreement, it is the exclusive right and function of the Board to:

- a. maintain order, discipline and efficiency and to make, alter and enforce rules and regulations to be observed by employees
- b. hire, retire, classify, direct, transfer, promote, demote, lay off, discipline, suspend or discharge employees, provided that a claim of discriminatory demotion, discipline or suspension, or a claim that an employee has been discharged without just cause may be subject of a grievance

and be dealt with as hereinafter provided;

- c. generally to manage the services and operations in which the Board is engaged and, without restricting the generality of the foregoing, to retain all residual rights of the management, to determine the number and locations of establishments, to determine the work to be performed, and the scheduling of such work, and the methods and work procedures to be followed.

ARTICLE 3 – NO DISCRIMINATION OR COERCION

ARTICLE 3.01

No discrimination, intimidation or coercion will be practiced or permitted by either the Board or the Union or any of their officers or representatives against any employee by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor as defined by the Ontario Human Rights Code or by reason of their membership or activity in the Union, or by reason of their lack of membership or activity in the Union.

ARTICLE 4 – UNION SECURITY

ARTICLE 4.01

The Board shall deduct each month from the pay of each employee represented by CUPE Local 1453, an amount equal to the regular monthly Union dues except from an employee on lay off (i.e. 10 month employees) or an employee on an approved unpaid leave of absence.

ARTICLE 4.02

All sums deducted pursuant to Section 4.01 will be remitted to the Treasurer of the Local Union not later than the 15th day of the month following, accompanied by a list of employees in respect of whom deductions have been made. A copy of the list of employees in respect of whom deductions have been made will also be sent to the Treasurer of the National Union by the Treasurer of Local 1453.

ARTICLE 4.03

The Union will save the Board harmless in respect of any deductions or remittances made pursuant to this Article.

ARTICLE 4.04

The Board will inform new employees with the fact that the Union is the collective bargaining agent and that there is a Collective Agreement in effect.

The Board will provide thirty (30) minutes for the CUPE Local 1453 President or designate to meet with each new employee (individually or small groups) during the employee's scheduled working hours to inform new employees with the fact that there is a Collective Agreement in effect. The supervisor will be

contacted by the Union Representative to ensure that the time is mutually convenient and not disruptive to the normal operation of the school or workplace location.

ARTICLE 4.05

All correspondence between the parties arising out of this Collective Agreement, or incidental thereto shall pass to and from the Manager of Human Resource Services for the Board and the President of Local 1453.

ARTICLE 4.06

The Board shall provide the Union with list(s) of members of Local 1453, their addresses, telephone numbers, employee number, and status monthly.

ARTICLE 4.07 - EMPLOYMENT INSURANCE REBATE ENTITLEMENT

(a) Effective upon ratification, any Employment Insurance rebate to which CUPE employees may be entitled shall to be remitted to the Union for the purpose of defraying the cost of union release time provided by the local terms of the collective agreement.

(b) The Board shall provide, upon the Union's written request, the amount of such annual rebate, if any, for the most recent year.

ARTICLE 5 – UNION REPRESENTATION

ARTICLE 5.01

The Board acknowledges the right of the Union to appoint or otherwise form a committee of eight (8) employees. It is understood and agreed that representatives of the Board will not be called upon to meet with more than three (3) members of the committee during regular working hours if, in the opinion of the Manager of Human Resource Services, the operations of the Board would thereby be seriously affected. The Board will compensate member(s) of the committee for time lost while attending meetings called by representatives of the Board during regular working hours.

ARTICLE 5.02

A probationary employee shall not be eligible to be a committee member unless the employee was on such committee at the time they became probationary.

ARTICLE 5.03

The Union agrees to supply the Board with a current list of committee personnel.

ARTICLE 5.04

The Board agrees with the rights of the Union to have a representative of the CUPE Local 1453 in negotiations with the Board and at the second step of the Grievance Procedure

ARTICLE 5.05

The Employer agrees to recognize a Union Bargaining Committee of no more than 6 employees in addition to the Local President and the Union's National Representative. Committee members shall suffer no loss of wages or benefits for time spent in negotiations with the Employer up to and including the termination of Conciliation.

ARTICLE 5.06

Authorized representatives of CUPE Local 1453 shall not have wages, benefits or personal leave deducted for absences to conduct union business. The Board will invoice the Union for one hundred percent (100%) of the costs of any days taken. A mutually agreed upon work schedule will be addressed each August for implementation in September.

ARTICLE 5.07

At the request of the Union, the Employer shall grant members of the bargaining unit Union release time. Such requests shall be made in writing by the Local President and will not be unreasonably denied, however, approval is subject to the needs of the system. The Board will invoice CUPE Local 1453 for one hundred (100) percent of the costs of the leave to be invoiced monthly or as otherwise agreed.

ARTICLE 5.08

That any elected steward or committee member working nights may attend the monthly Union membership meeting or a Union committee meeting and be replaced for four (4) hours, provided coverage is available. The Board will invoice the Union for one hundred percent (100%) of the costs.

ARTICLE 5.09

The Board will copy the local President on the initial communication when an employee begins a disability management process.

ARTICLE 5.10

The Board shall ensure that the Union is copied on all memos sent out to bargaining unit classifications.

ARTICLE 6 – GRIEVANCE PROCEDURE

ARTICLE 6.01

A grievance may only arise from a dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement. A grievance shall, in the first instance, be submitted verbally by an employee to their immediate supervisor and if they so desire, they may have a member of their committee accompany them.

Failing resolution within three (3) working days, the grievance shall be put forward in writing, signed by the employee, and filed with the Manager of Human Resource Services no more than fifteen (15) working days following the alleged circumstances wherein the grievance originated or occurred.

Such grievance shall be processed in the following manner:

STEP #1

The employee shall discuss their written grievance with such supervisor as is designated by the Manager of Human Resource Services, and they will have the assistance of a member of the Union committee in processing such grievance. The supervisor shall reply to the grievance in writing and within five (5) working days. If the reply is not satisfactory to the employee concerned, then they may, but only within five (5) working days from the date of the receipt of the reply of the supervisor, invoke Step #2.

STEP #2

The employee shall submit their grievance to the Union Committee who may then take the grievance up with the Manager of Human Resource Services and such other representatives of the Board as they may determine. Such a meeting shall be held within five (5) working days from the date of the receipt of the grievance by the Manager of Human Resource Services, and their reply shall be given to the Union Committee within ten (10) working days of such meeting. Failing a satisfactory settlement of the grievance being reached in the above proceedings, the Union may, but only with ten (10) working days of the receipt of the reply of the Manager of Human Resource Services, give notice in writing to the Board of its intention to refer the dispute to arbitration.

ARTICLE 6.02

It is understood that the Union may file as a grievance, any complaint or allegation that there has been by way of general application, a misinterpretation, violation or non- application of this Agreement at Step #2 provided:

- a. the grievance is filed no later than fifteen (15) working days following the alleged circumstances giving rise to the grievance; and
- b. the foregoing will not be used to bypass the regular Grievance Procedure, and the Board may refuse to consider any such grievance if the circumstances are such that the matter could have been filed as the grievance of an employee or grievances of more than one (1) employee.

ARTICLE 6.03

Any of the time limits mentioned in the Article may be extended by mutual agreement between the parties. If the Board fails to observe any time limit without mutual agreement, the Union may advance the grievance to the next step, including arbitration. If the Union fails to observe any time limit without mutual agreement, the Board may consider the grievance resolved on the basis of its last decision.

ARTICLE 6.04

The employment of a probationary employee may be terminated at any time without notice and without recourse to the Grievance Procedure.

ARTICLE 7 – ARBITRATION

ARTICLE 7.01

In the event that any grievance has not been satisfactorily settled pursuant to the provisions outlined in Article 6, the matter may then, by notice in writing given to the other party within ten (10) business days following the receipt of the Step 2, be referred to a single arbitrator.

ARTICLE 7.02

Following advancing a grievance to arbitration the parties, upon mutual agreement, may agree to use mediation in an effort to resolve the grievance. The parties will agree upon a list of suitable mediators annually. The cost of the mediation will be shared equally by the Board and CUPE. An individual grievor may attend the mediation with no loss of earnings. Other individuals requested by CUPE Local 1453 may submit a leave request under Article 5.07.

ARTICLE 7.03

The notice submitting to arbitration shall contain the names of the three (3) arbitrators the party is recommending be appointed. Should the other party not agree, they will submit a further three (3) names they are recommending to appoint as arbitrator. This exercise will continue until an arbitrator is agreed upon. If the parties fail to agree upon a single arbitrator the appointment of a single arbitrator shall be made by the Ministry of Labour. No person may be appointed as the single arbitrator who has participated directly in an attempt to settle the grievance.

ARTICLE 7.04

The single arbitrator shall hear and decide the grievance and shall issue its decision in writing and the decision shall be final and binding upon the parties and any employee affected by it. The decision of a single arbitrator governs.

ARTICLE 7.05

The single arbitrator established as above, shall decide the grievance(s) and any related question, including any questions as to whether a matter is able to be arbitrated, but shall have no power to alter, modify or amend this Agreement, nor make any decision inconsistent therewith.

ARTICLE 7.06

The parties shall share equally the cost of the single arbitrator.

ARTICLE 7.07

Each party may be represented at the Arbitration by a representative of its choice.

ARTICLE 7.08

Unless otherwise specifically provided, any notice required to be sent will be sent electronically.

ARTICLE 7.09

The term "business days" when used in this Article shall mean Monday to Friday inclusive throughout the year including July and August, but excluding school holidays as defined by the Ministry of Education in the Education Act, R.S.O., 1980 Chapter 129.

ARTICLE 7.10

Any time limits fixed by this Article for the taking of action by either party or by any employee may, at any time, be extended by agreement of the representatives of the parties involved.

ARTICLE 8 – NO STRIKES OR LOCKOUTS

ARTICLE 8.01

In view of the orderly procedure established by this Collective Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of or interference with work, and the Board agrees that there will be no lockout of employees.

ARTICLE 9 – DISCIPLINE, SUSPENSION AND DISCHARGE

ARTICLE 9.01

Any censure of an employee by the Board, or by any of its representatives, shall be confirmed in writing within five (5) working days thereafter to the employee, with copy to the President of Local 1453.

ARTICLE 9.02

An employee with seniority who is discharged or suspended for more than three (3) working days may file a grievance at Step #2 of the Grievance Procedure, but only within three (3) working days after the

commencement of such discharge or suspension. An employee with seniority who is suspended for three (3) working days or less may file a grievance at Step #1 of the Grievance Procedure, but only within three (3) working days after the commencement of such suspension.

ARTICLE 9.03

An employee with seniority who is suspended shall be given the reason or reasons for the actions in writing prior to the suspension.

An employee who is discharged shall be notified in person in the presence of a member of the Union Committee.

ARTICLE 9.04

Any letter of reprimand will be removed from the record of an employee eighteen (18) months following the receipt of such letter provided that the employee's record has been discipline free for an eighteen (18) month period. Any letter of suspension will be removed from the record of an employee twenty-four (24) months following the receipt of such suspension provided that the employee's record has been discipline free for a twenty-four (24) month period.

ARTICLE 9.05

An employee shall have access during normal business hours to their personnel file at the Catholic Education Centre upon prior written request to the Manager of Human Resource Services and in the presence of the Manager or a person designated by the Manager. The written request shall be received by Human Resource Services at least three working days prior to the proposed personnel file review. The employee may request copies of any document contained in this file. The Board reserves the right to apply reasonable charges for copying personnel files.

An employee who questions the accuracy or completeness of information in their personnel file may provide to the Board, in writing, a rebuttal or explanatory letter that will be date-stamped and placed in the file upon request.

ARTICLE 10 – SENIORITY

ARTICLE 10.01

Seniority shall be determined by the length of continuous service in positions covered by this Collective Agreement with the Board and any of its predecessors.

The Board shall maintain a seniority list showing each employee's name, seniority date and job classification. Effective date of ratification 2019, the seniority date for all new members to the Bargaining Unit shall be established as the date of hire to a permanent position covered by this collective agreement. Employee number will determine seniority with the lowest number being highest seniority. Seniority will be maintained but not accrued for up to 1 year if an employee accepts a non- bargaining unit assignment.

A member returning to the bargaining unit within the year as defined above will have a new seniority

date sets as follows:

Employees hired prior to December 1, 2008 will have their seniority date adjusted based on the period of absence from the bargaining unit. The number of hours deducted will be seven (7) hours multiplied by the number of working days out of the bargaining unit. This number will then be subtracted from the number of hours they had accrued up to November 30, 2008. They will be then moved down the November 30, 2008 seniority list and placed based on their "new" hours. The current seniority list will then be updated to reflect their new seniority date.

ARTICLE 10.02

In November and March of each year, an up-to-date seniority list shall be sent to the Secretary of Local 1453 and posted on the Human Resources Services' intranet site. Any challenge to such list must be filed with the Human Resource Services Department within thirty (30) days of posting.

ARTICLE 10.03

A new employee, including any employee who is re-employed after having lost any seniority rights, shall be employed on a probationary basis for their first ninety (90) calendar days and thereafter, if retained, their seniority shall be effective from the date of commencement of their employment.

For ten (10) month employees, the Mid-winter, summer and Christmas Breaks will not count as calendar days for the purpose of this article.

ARTICLE 10.04

An employee shall lose their seniority standing, have their name removed from the seniority list and their employment terminated for any of the following reasons:

- a. if the employee quits or resigns;
- b. if the employee is discharged and is not subsequently reinstated;
- c. if the employee is absent without permission or overstays a permitted leave of absence and fails in either case to furnish to the Board an acceptable reason for such absence, or if the employee uses the permitted leave of absence for a reason other than the reason for which it was granted.
- d. If the employee has been laid off for more than thirty-six (36) consecutive months;
- e. If the employee is recalled to an assignment within their job classification and geographical area, following a layoff, and fails to accept the assignment.

ARTICLE 10.05

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

ARTICLE 10.06

An employee on Pregnancy/Parental leave will accumulate seniority in accordance with the Employment Standards Act.

ARTICLE 11 - EDUCATIONAL ASSISTANT PLACEMENT PROCESS

ARTICLE 11.01

The Board is responsible for allocating Educational Assistant (EA) time to each school.

ARTICLE 11.02

For the purpose of this Article, a vacancy will be defined as a newly created position, a position available due to retirement, or a position vacant due to resignation, approved leave of absence extended beyond one (1) year or long-term disability leave extended beyond two (2) years.

ARTICLE 11.03

Permanent EA positions will be filled by an internal staffing process which will henceforth be referred to as the 'job fair'.

During the course of each school year two (2) job fairs will be held – in June and in December.

The purpose of the June job fair is to fill positions for the upcoming school year. Any permanent CUPE Local 1453 employee may attend this job fair and select a position if they are senior and qualified.

The purpose of the December job fair is to fill vacancies, including any jobs filled by a recalled employee(s) which arise between the June job fair and November 1st.

ARTICLE 11.04

In June of each school year, EAs will be re-assigned to schools in their geographic area for the upcoming school year. An EA must be re-assigned within the same geographic area and to an assignment of equal to or greater FTE. A minimum of ten (10) percent of known assignments for the following school year will be made available for the June job fair. The Board will endeavour to make such positions known for five (5) working days or more. EAs who do not receive an assignment must attend the June job fair.

ARTICLE 11.05 – JUNE JOB FAIR

EAs who do not have an assignment for the upcoming school year are required to attend the June job fair. All other Educational Assistants and CUPE Local 1453 members, holding a position other than EA, must register in writing with Human Resource Services five (5) working days in advance of the June job fair and provide documentation of the qualifications as per the job description should they wish to attend.

In order of seniority, CUPE Local 1453 members qualified as an EA will be called upon to select their

assignment for the upcoming school year from the available positions. If the person selecting an assignment is an EA and is giving up an assignment, that assignment will be made available to others in attendance. Once an EA selects a position at the June job fair, they are not permitted to change their assignment until the December job fair.

An EA who does not hold a position is required to select an assignment if one is available in their most recent geographic area and is of equal to or greater FTE to their most recent assignment. If such an assignment is not available, they are not required to select an assignment. If they do not have an assignment at the conclusion of the June job fair, they will be laid off and placed on the recall list.

Educational Assistants who are not invited to the June job fair shall be given notice of lay off and shall be placed on a recall. Educational Assistants who do not take an assignment at the June Staffing Day shall be placed on a recall.

ARTICLE 11.06

Vacant positions, as per Article 11.02, that become available at or after the June job fair and before November 1st shall be filled as follows:

- Increase of existing hours to assigned EAs at the school location if schedules permit
- Offered to EAs on recall in order of seniority
- With a supply worker

An EA who declines an assignment of equal or greater FTE in their geographic area will be deemed to have forfeited their recall rights and resigned their employment.

An EA who is offered an assignment outside their geographic area or of lesser FTE, may decline said assignment without losing recall rights.

ARTICLE 11.07

Vacancies which arise on or after November 1st are deemed temporary and will be filled as follows:

- Assigned to an EA whose assignment no longer exists so long as it within their geographic area
- Offered to an EA who is on the recall list
- With a supply worker

Such vacancies will be made available at the December job fair so long as they are expected to continue for the remainder of the school year.

ARTICLE 11.08 – DECEMBER JOB FAIR

In December of each school year the Board will hold a job fair to fill permanent vacancies and to allow existing EAs to better their assignment.

The Board will endeavour to make such positions known for five (5) working days or more. EAs who do not receive an assignment at the December job fair remain on recall.

Existing EAs who are either active permanent employees of the Board or are on recall may attend the December job fair. An EA who does not hold a position is required to select an assignment if one is

available in their most recent geographic area and is of equal to or greater FTE to their most recent assignment. If such an assignment is not available they will remain on recall. Educational Assistants who wish to attend the December job fair must register in writing with Human Resource Services five (5) working days in advance of the December job fair and provide documentation of the qualifications as per the job description.

Assignments will be selected by seniority. If the person selecting an assignment is giving up an assignment, that assignment will be made available to others in attendance. Once an EA selects a position at the December job fair, they are not permitted to change their assignment until the June job fair.

Transfers following the December job fair will be effective the date of the beginning of Semester 2.

Jobs leftover from the December job fair will be filled on a permanent basis.

ARTICLE 11.09

Should the permanent assignment of an EA conclude prior to either job fair, hours of work will continue until the next job fair provided the employee accepts a temporary assignment in the same geographic area. Employees in this situation will have priority for temporary assignments over employees on recall.

ARTICLE 11.10

Article 12, Job Posting, and Article 13, Layoff and Recall, and Article 20.01 (e) Leave of Absence, and Article 1.01 Recognition/Scope/Definition are deemed to have been met and the Educational Assistant Placement Process is not subject to Article 6, Grievance Procedure.

ARTICLE 12 – JOB POSTING

All postings will be advertised internally prior to being advertised externally except where Board operations may be compromised if there is a delay in filling the vacancy due to a lack of internal applicants. The Board shall give the Union prior written notice of any external postings.

ARTICLE 12.01

- a. All vacant positions for September for ten (10) month employees shall be posted by June 15 of each year and whenever possible filled by June 30. The intent of this practice is to notify each employee, whenever possible, of their September assignment before the end of the school year. An employee applying with the necessary seniority and qualifications shall be awarded the position, subject to Article 12.03.
- b. All new or vacant permanent positions shall be posted for a minimum of three (3) working days during the school year. All positions will be posted on the Board's internal job board. It is understood that any vacancies which must be filled in the interim may be filled by casual employees.
- c. All new or vacant permanent positions shall be posted within fourteen (14) days after the

Employer becomes aware of the opening, but not earlier than ninety (90) calendar days prior to the date the position is to become available or vacant.

- d. When a position of twenty-four (24) hours per week or less becomes one exceeding twenty-four (24) hours per week the job shall be posted. Should the incumbent not be successful in posting back into the position, they will be subject to layoff per Article 13.
- e. It is understood that combined positions do not constitute a single position for the purpose of job posting as outlined in Article 12.01.

ARTICLE 12.02

Promotions and transfers to a vacancy for regular employment within the bargaining unit will be based upon the abilities and qualifications of an employee to satisfactorily perform the work involved. As between employees whose abilities and qualifications are relatively equal, seniority will govern. Incumbents in a position will be considered for the position first (i.e. an existing custodian will be considered for a custodian position before a senior employee from a different classification).

ARTICLE 12.03

In the event no employee possesses the abilities and qualifications to satisfactorily perform the work involved, the Board may elect, at its discretion, to train an employee or to engage a new employee.

ARTICLE 12.04

- a. The Board may fill a vacancy temporarily pending the selection of a regular employee for the vacancy.
- b. All vacancies shall be awarded within five (5) working days following the closing of the posting period. Requests for extensions must be made in writing prior to the fifth (5th) day by either party and will not be unreasonably denied.
- c. The Board shall notify CUPE Local 1453 in writing of all postings, hirings, layoffs, recalls, filling of vacancies, new job classifications, transfers, terminations and leaves of absences.
- d. The Board agrees to copy the Union on all correspondence to all bargaining unit members whenever that employee is being awarded a vacancy and in situations when a bargaining unit employee is being notified that they have been granted a Leave of Absence greater than 30 days.
- e. The Board agrees to provide the Union continual access to the current CUPE Staffing Data Spreadsheet.

ARTICLE 12.05

An employee who has become incapacitated by reason of injury and is unable to perform their regular duties may be employed in other work they can do at a rate of pay commensurate with the duties involved until such time as they are able to satisfactorily perform the duties of their original position.

ARTICLE 12.06

No custodian will be transferred from one school to another that is seventeen (17) or more kilometres away, for a period of more than twenty (20) consecutive working days, without their consent.

ARTICLE 12.07

It is understood that no grievance will be filed by any employee or by the Union where a vacancy outside the bargaining unit is not filled by a member of the bargaining unit.

ARTICLE 12.08

A vacancy created by the absence of an ill or disabled employee and known to be extending for thirty (30) calendar days or more may be posted as a temporary vacancy. Where a vacancy is posted, the vacancy created by the successful candidate will be backfilled with a casual employee. Such vacancy will be posted or in any event treated as a permanent vacancy at the point in time when the absent Employee receives benefits for two (2) years under the Long Term Disability Plan, Workplace Safety and Insurance Board (W.S.I.B.) Disability Pension, or is receiving W.S.I.B. benefits for a period of two (2) years.

Where the Board and the Union are satisfied that any employee will not be returning to work because of a permanent disability, the employee's position shall be posted immediately.

Should the employee recover and be capable of performing the job in the classification previously held, the employee shall be entitled to fill any suitable vacancy in that classification available at the time. If a suitable vacancy is not available, the employee shall be entitled to displace the most junior employee in that classification within the geographic area provided the employee has greater seniority.

ARTICLE 12.09

Temporary employees may be employed to assist with temporary peak workloads for periods of up to three (3) consecutive months. The Union shall be notified of such temporary assignments. If the temporary assignment continues beyond three (3) months then it shall be posted in accordance with Article 12, unless the parties agree to an extension beyond three (3) months.

No new permanent employee shall be hired if a bargaining unit employee is laid off and they have the abilities and qualifications to do the work unless the employer has exhausted both the job posting procedure followed by the recall procedure.

ARTICLE 13 – LAYOFFS AND RECALLS

DEFINITION

For the purpose of this Article, a layoff shall be defined as a reduction in the workforce or a reduction in

hours from more than twenty-four (24) hours per week in one position to twenty-four (24) hours or less per week or of ten percent (10%) or more in one position or three (3) hours in one position, whichever is less.

ARTICLE 13.01

An employee about to be laid off may displace any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. Per Article 12, Job Postings, an employee must possess the abilities and qualifications to satisfactorily perform the work of the new position.

An employee may accept the layoff and be placed on the recall list.

A permanent employee subject to layoff, who has no one to bump or accepts a layoff, will be placed on the casual list ahead of any existing casual employee.

If the layoff is a reduction of hours (rather than an elimination of the position) the employee may accept the reduction and remain in the position. Should the hours be increased, the employee will receive the increased hours without the requirement to post under Article 12.

ARTICLE 13.02

Employees shall be recalled to the same job category in the same geographic area in order of their seniority.

After the posting process outlined in Article 12 has taken place, any resulting vacancy will be offered to employees on the recall list in order of their seniority standing, provided the employees so recalled are qualified to do the work which is available. No employee will be considered for a second part-time position until all employees on the recall list have been offered a position.

An employee who declines a recall of equal or greater FTE in their geographic area and within their classification will be deemed to have forfeited their recall rights and resigned their employment. An employee who is offered a recall outside their geographic area or of lesser FTE, may decline said assignment without losing recall rights.

ARTICLE 13.03

An employee shall be given two (2) weeks' notice of layoff. In the event an employee entitled to two (2) weeks' notice does not receive such notice, they will be paid in lieu of work for any part of the two (2) weeks for which work was not made available.

ARTICLE 13.04

It is understood and agreed that Summer, Mid-Winter and Christmas vacations or break periods for ten (10) month employees do not constitute a "reduction in the working force" or a "layoff" within the meaning of this Article.

ARTICLE 13.05 – REDEPLOYMENT COMMITTEE

In any situation involving lay-offs, where notice is given under Article 13, the Board and the Union will work together, under the auspices of a Joint Labour/Management Committee, to minimize lay-offs through exploring, identifying and implementing (where feasible) attrition opportunities such as possible early retirements, unpaid leave, job sharing, voluntary lay-offs, etc. The parties will make every effort to find alternatives to lay-off(s).

In this regard, it is understood that the obligation to convene a Redeployment Committee would not normally arise in layoffs related to the EA Placement Process, or lay-offs involving fewer than 5.0 FTE, but would normally arise in any lay-off(s) involving the elimination of a job category.

In the event of notice being given pursuant to Article 13, the Labour Management Committee will meet no later than two (2) weeks after such notice.

ARTICLE 14 - HOURS OF WORK

ARTICLE 14.01

The Board does not guarantee to provide work for the regularly assigned hours or for any other hours.

Staffing of the ELP program will comply with Ministry guidelines.

ARTICLE 14.02

The normal hours of work are as follows:

- a. Information Technology (IT), Custodian and Maintenance personnel shall be forty (40) hours per week consisting of eight (8) hours within a nine (9) hour period, Monday to Friday inclusive, and shall be worked in accordance with the shift schedules as determined by the Board.

The working day for Secretaries shall be up to eight (8) hours per day, Monday to Friday inclusive. Hours of work will be scheduled by the Board between 7:30 a.m. and 5:00 p.m. Employees should have a continuous lunch break of not less than one-half hour and not more than one hour off without pay.

The normal hours of work for full time Social Workers, Speech and Language Pathologist and Psychometrists will be thirty-five (35) hours per week. The daily hours will be determined to best meet the needs of students with whom the employee is working. The work year will be the school year and up to fifteen (15) days per year. Compensation will be thirty-five (35) hours per week over twelve (12) months and deemed to include any exceptions to the regularly scheduled work week or on-call status. It is understood that these positions are not normally required to work during Christmas, mid-winter or summer recesses save and except the additional fifteen (15) days identified above. Employees in these positions are not covered by Article 15 or Article 18.

The working day for Early Childhood Educators shall be up to eight (8) hours per day. The normal work week for full-time ECE's shall be no less than thirty five (35) hours per week and shall consist of five (5) days, seven (7) hours each Monday to Friday inclusive. The minimum work year for Early Childhood Educators shall be the school year including Professional Development Days.

Where Early Childhood Educators are assigned to a location where an Early Learning Program (ELP) before and/or after program operates the work year may be altered at the discretion of the Board to meet the needs of the program.

- b. The working day for all other employees shall be up to seven (7) hours per day, Monday to Friday inclusive. Hours of work will be scheduled by the Board between 7:30 a.m. and 5:00 p.m. Different shifts may be posted where required, but shall not have start times earlier than 6:00 a.m. nor end times later than midnight. The parties may agree on anomalous hours of work for specific positions within any classification. Employees should have a continuous lunch break of not less than one-half hour and not more than one hour off without pay.

During the Mid-winter, summer and Christmas Breaks, the working hours for twelve (12) month employees shall be scheduled by mutual agreement.

- c. The work week for full-time Educational Assistants shall be thirty-five (35) hours per week.

ARTICLE 14.03

Each employee working six (6) hours or more per day in one position shall be permitted a fifteen (15) minute rest period in each of the first and second half of the employee's work day.

Custodial and maintenance staff will receive a five (5) minute wash-up period immediately prior to the lunch period and to quitting time.

Each employee working between five and one half (5½) and six (6) hours per day in one position shall be permitted a fifteen (15) minute rest period in the first half of a normal work day and a ten (10) minute rest period in the second half of a normal work day.

Each employee working more than three (3) hours and fewer than five and one half (5 ½) hours per day in one position shall be allowed one (1) fifteen minute rest period.

ARTICLE 14.04

Any employee reporting for work at the commencement of their normal work day will, unless previously notified not to report for work, be assured of three (3) hours of work or, at the discretion of the Board, pay in lieu thereof.

ARTICLE 14.05

The normal work year for elementary school secretaries shall be the normal school year plus five (5) days past the end of the school year and commencing ten (10) days prior to the start of the school year.

Regularly scheduled hours of work will apply.

ARTICLE 15 – OVERTIME

ARTICLE 15.01

Overtime shall be paid at the rate of one and one-half (1½) times the employee's regular hourly wage rate and shall apply to all work performed:

- a. in excess of a normal work day;
- b. on Saturdays;
- c. on a day recognized by this Collective Agreement to be a holiday.

ARTICLE 15.02

Overtime shall be paid for at twice the employee's regular hourly wage rate for all work performed on Sundays.

ARTICLE 15.03 – TIME OFF IN LIEU

Twelve (12) month employees who are entitled to three (3) weeks of vacation or less can bank up to two (2) weeks overtime, while twelve (12) month employees who are entitled to three (3) weeks of vacation or more can bank up to one (1) week. Overtime is banked at the applicable overtime rate per Article 15.01 and 15.02 for each hours worked.

All hours of overtime must be approved by the immediate Supervisor/Principal prior to being worked.

The employee will record any overtime hours they wish to accumulate as banked hours on their time sheet.

The employee must submit a leave request to their immediate Supervisor/Principal at least two (2) weeks prior to the leave day(s) requested. Such time shall be taken at a mutually agreeable time between the employee and their immediate Supervisor/Principal. Banked hours taken will be reflected on the time sheet.

Outstanding banked hours will be automatically paid out:

- a. the last pay in August
- b. when the employee posts to a position in a new job classification or to a position in the same classification with less than full time hours.

ARTICLE 15.04

The Board will endeavour to keep overtime to a minimum, and an employee will not be permitted to work overtime except with the prior approval of their immediate supervisor.

ARTICLE 15.05

- a. An employee who is called in and required to work outside their normal working hours shall be paid for a minimum of three (3) hours at overtime rates, save and except where such call-in is immediately prior to their normal starting time, in which instance the overtime rate will apply for the hours worked.
- b. Employees required to stay fifteen (15) minutes or more after their normal hours due to no fault of theirs and given last minute notice, will be paid a minimum of one (1) hour at overtime rate. Employees shall respond only when required to do so by the Police or Fire Departments, the School Principal, Superintendent of Business or their designate, and also the fire alarm company.
- c. Same Day Excursions
Employees authorized by the Principal to accompany students off Board Property for any reason shall be eligible for overtime at the applicable rate as per Article 15.01.
- d. Overnight Excursions
Employees authorized by the principal to accompany students on an overnight assignment shall be paid sixteen (16) hours at their regular rate of pay for each twenty-four hour period beginning with the day of departure. Article 15.01 will not apply.

ARTICLE 15.06

Notwithstanding the foregoing, an employee who is required to conduct a heat and/or security check of a school on a weekend or on a statutory holiday, and is so authorized by their immediate supervisor, shall be paid one and one-half (1½) times their regular hourly wage rate for a minimum of one and one-half (1½) hours.

ARTICLE 15.07 - LOCAL OVERTIME - CUSTODIANS

The employer will endeavor to distribute custodial overtime within a worksite on an equitable basis, over the course of the school year, amongst the permanent custodians assigned to the worksite.

Where overtime is required at a worksite, custodians at the worksite will work together to allocate the overtime amongst themselves on an equitable basis. In the event of a disagreement, the direct supervisor, or delegate, and union representative will review the allocation.

ARTICLE 15.08 - SYSTEM OVERTIME - CUSTODIANS

It is the Board’s intent to equitably distribute “system overtime” amongst permanent custodians employed by the Board. System overtime is defined as custodial overtime hours which cannot be filled by a permanent custodian from the work site where the overtime is scheduled.

The Board will canvass all permanent custodians for the purpose of creating an Overtime Call-In List for custodial overtime available outside a custodian’s regular assigned work site within the month of August. Custodians who wish to be removed from the list may be removed at any point during the

school year, however, may not be added back to the list until the start of the next school year. Custodians who wish to be added back to the list must make their request in writing to the Board. Employees that are hired during the school year will be eligible to be added to the overtime equalization and placed on the list based on the average number of hours overtime accrued by the group.

In the event that overtime is available at a work site, and no permanent custodian at that work site is available to work the offered overtime at that work site, the overtime equalization list will be accessed. The permanent senior custodian with the lowest hours will be offered the next available opportunity. In emergency cases, there may be a requirement to deviate from the overtime equalization list.

ARTICLE 15.09

Employees will be charged hours on the overtime equalization list as follows:

- Local overtime hours worked
- System overtime hours worked
- System overtime hours offered

The employer will endeavor to distribute custodial overtime to the custodians on the overtime equalization list in an equitable manner over the course of the school year. Disagreements with respect to overtime equalization is a matter deemed fit for discussion at labour management meetings. Where the parties agree that there has been an error with respect to the distribution of overtime, it will be corrected through the process outlined in this article. The Board will provide a copy of the Overtime Equalization list to the CUPE Local 1453 President on a monthly basis.

ARTICLE 16 - MARKET VALUE ADJUSTMENT

ARTICLE 16.01

The Board agrees to consult with the Union prior to posting any new or vacant position which requires a Market Value Adjustment (MVA). The Board shall share all data related to the position which is derived from a labour market survey which is appropriate to the position. The Board further agrees to revisit positions subject to MVA periodically as agreed to by the Labour Management Committee for the purpose of review and consultation.

A Market Value Adjustment shall be set as a fixed (subject to review) dollar amount and shall not be reduced to compensate for any increases resulting from collective bargaining.

Should a market value allowance survey warrant a reduced allowance during the term of this agreement, incumbents will not be affected.

ARTICLE 17 - PAID HOLIDAYS

ARTICLE 17.01

The Board recognizes, for twelve (12) month employees, the following paid holidays:

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

And Remembrance Day when observed as a school holiday.

FLOATING HOLIDAYS

One (1) of the three (3) additional holidays, to be known as Floating Holidays, may be taken at any time during the year by mutual agreement between the employer and the employee when no replacement is necessary. Two (2) of the floating holidays must be taken over the Christmas Break. There is no provision for payout of floating holidays.

Employees are not permitted to book a vacation day on any holidays referenced in this Article as they are not a scheduled working day.

ARTICLE 17.02

The Board recognizes, for ten (10) month employees, the following paid holidays:

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

And Remembrance Day when observed as a school holiday.

Labour Day shall be a paid holiday if an employee is recalled prior to that day. Canada Day shall be a paid holiday if an employee is required to work during the first week of July.

Two (2) additional holidays, to be known as Floating Holidays, must be taken over the Christmas Break. There is no provision for payout of floating holidays.

Employees are not permitted to book a vacation day on any holidays referenced in this Article as they are not a scheduled working day.

ARTICLE 17.03

Employees scheduled to work on Christmas Eve will not be required to work the last half of their shift (to a maximum of four (4) hours). For greater clarity, an employee may not combine this provision with any other type of leave to receive the full day off work.

ARTICLE 17.04

When Christmas Day falls on a Tuesday, the Board may observe Boxing Day on the preceding Monday by mutual agreement with the Union. Failing mutual agreement, it shall be observed on the Wednesday following Christmas Day.

ARTICLE 17.05

Whenever a holiday listed in 17.01 or 17.02, and Remembrance Day, falls on a Saturday or a Sunday, the preceding Friday or following Monday shall be declared the holiday by mutual agreement between the Board and CUPE Local 1453.

ARTICLE 17.06

An employee who is not required to work on any one (1) of the foregoing holidays, and for which they would otherwise be eligible, shall be paid a sum equivalent to what they would have received had it not been a holiday, provided they work their shift on the last scheduled day before and their shift on the first scheduled day after such holiday, unless excused by the Board.

ARTICLE 17.07

Part-time employees shall be paid for Public Holidays in accordance with Article 17.02.

ARTICLE 17.08

If any other day is proclaimed as a statutory holiday by the Provincial Government, it will be granted to employees as an additional paid holiday provided that such holiday is a school holiday.

ARTICLE 18 – VACATIONS

ARTICLE 18.01

For purposes of determining an employee's eligibility for vacation and vacation pay, the vacation year shall be from July 1 to June 30 of the following year.

ARTICLE 18.02

Each twelve (12) month employee shall be entitled to an annual vacation with pay as follows:

- a. An employee with less than one (1) year of service with the Board as of July 1 in any year shall receive a vacation of two (2) weeks, if so requested by the employee, and with pay equivalent to four percent (4%) of their earnings, received from the Board during the previous vacation year.
- b. An employee who has completed one (1) year of service with the Board as of July 1 in any year shall receive a vacation of two (2) weeks with pay equivalent to two (2) full weeks' pay at their regular rate or four percent (4%) of their earnings, received from the Board during the previous

vacation year, whichever is greater.

- c. An employee, in the calendar year in which their fourth (4th) anniversary of employment falls, shall receive a vacation of three (3) weeks with pay equivalent to three (3) full weeks' pay at their regular rate or six percent (6%) of their earnings, received from the Board during the previous vacation year, whichever is greater.
- d. An employee, in the calendar year in which their ninth (9th) anniversary of employment falls, shall receive a vacation of four (4) weeks with pay equivalent to four (4) full weeks' pay at their regular rate of pay or eight percent (8%) of their earnings, received from the Board during the previous vacation year, whichever is greater.
- e. An employee, in the calendar year in which their sixteenth (16th) anniversary of employment falls, and each year thereafter, shall receive a vacation of five (5) weeks with pay equivalent to five (5) full weeks' pay at their regular rate of pay or ten percent (10%) of their earnings, received from the Board during the previous vacation year, whichever is greater.
- f. An employee, in the calendar year in which their twenty-fifth (25th) anniversary of employment falls, and each year thereafter, shall receive a vacation of six (6) weeks' pay at their regular rate of pay or twelve percent (12%) of their earnings received from the Board during the previous vacation year, whichever is greater.

A vacation year for ten (10) month employees shall be equivalent to twelve (12) months' service.

ARTICLE 18.03

1. TWELVE (12) MONTH EMPLOYEES

The Board will endeavour to accommodate each such twelve (12) month employee as to their preference, but as between two (2) or more employees who are qualified to perform the work which may be required by the Board, the senior employee(s) will be given the preference. Employees will be expected to make arrangements with their immediate Supervisor, or in the case of custodians and/or maintenance staff, with the Manager of Plant. Vacation may, at the Supervisor/Manager of Plant's discretion, be scheduled at a time outside of the summer vacation period.

Should a twelve (12) month employee have their vacation request denied and feel such denial is unfair or without merit, they may appeal the decision to the Manager of Human Resource Services within three (3) working days of becoming aware of said denial. The Manager of Human Resource Services will provide a response to the appeal within three (3) working days.

A week's vacation pay for any twelve (12) month employee shall be equivalent to the employee's regular weekly earnings.

2. TEN (10) MONTH EMPLOYEES

A week's vacation pay for any ten (10) month employee shall be equivalent to the employee's regular weekly earnings. The vacation pay for any ten (10) month employee shall be paid out over the

Christmas and Mid-winter breaks in such a manner as to minimize the reduction in an employee's pay during these periods. Such vacation pay will be paid based upon an employee's annual vacation entitlement. The employees remaining vacation entitlement will be paid at the end of the school year. Such vacation pay will be paid on the next regular pay following the employee's last day of work.

Where a Board operates an extended day/year program the Early Childhood Educators will be provided with paid vacation in accordance with Article 18. Such paid vacation time will be taken at a time of the employees choosing, subject to operational needs of the ELP program at the school where the employee works.

ARTICLE 18.04

In the case of an employee who normally works ten (10) months per year, ten (10) months shall be considered as one (1) year of service.

ARTICLE 18.05

An employee terminating their employment at any time prior to their vacation shall be paid, as vacation pay, the appropriate percentage of their earnings from the previous July 1 based upon their service as of that date.

ARTICLE 18.06

An employee who is hospitalized while on vacation because of an illness or an accident may substitute sick leave for the period of their vacation during which they were hospitalized. In such an event, the employee's vacation period will be re-scheduled by the Manager of Human Resource Services, and without regard necessarily for the vacation period noted above.

ARTICLE 18.07

Each employee shall receive all monies owing to them, or falling due during the vacation period, on the day preceding commencement of their annual vacation provided a written request is received by the Supervisor of Payroll at least twenty-one (21) days prior to the commencement date.

ARTICLE 19 - SICK LEAVE

ARTICLE 19.01

An employee will produce to the Board such evidence of any illness, accident, etc., as may be required by Board. In any event, the Board shall pay the amount paid to the physician by the employee for such evidence provided proof of payment is submitted by the employee.

ARTICLE 19.02

Sick Leave accruals will appear on employee pay statements.

ARTICLE 20 - LEAVE OF ABSENCE

ARTICLE 20.01

The Board reserves the right to grant a leave of absence to any employee. Any request for such leave (excluding pregnancy and parental leave) must be submitted in writing to the Manager of Human Resource Services at least thirty (30) days prior to the commencement of the proposed leave.

The following does not apply to a pregnancy/parental leave of up to fifty-two (52) weeks. The following does apply to an extension to a pregnancy/parental leave.

- a. In the situation where an employee is granted a leave of absence of one (1) year or less, the Board is entitled to hire a temporary employee to fill the position of the employee on leave. Such temporary employment shall terminate at the conclusion of the leave of absence.
- b. Upon return from the leave of absence the employee shall return to their former position. If that position no longer exists, the employee shall be entitled to be placed in a position to which their skill, training, knowledge, related work experience, ability and seniority entitle them.
- c. In the situation where an employee is granted a leave of absence of more than one (1) year OR where an extension to an existing leave is granted that extends the leave beyond one (1) year period, the Board shall post that position.
- d. Upon returning from such a leave of absence, the employee is entitled to be placed in a vacant position to which their skill, training, knowledge, related work experience, ability and seniority entitle them. Should no such position be available, the employee shall be placed on recall per Article 13.
- e. In the situation where an employee is granted a leave of absence of six (6) calendar months or more, the Board shall temporarily replace the absent employee by giving first consideration to members of the bargaining unit, though it retains the right to hire a temporary employee. In either case, they may fill the position for the duration of the absence though such temporary appointment shall terminate at the conclusion of the leave of absence.

ARTICLE 20.02 - UNION/PUBLIC OFFICE

The CUPE Local 1453 President and Vice President shall receive full time/part time leave for the conducting of Union Business. A Supervisory Officer, in consultation with the Principal and CUPE Local 1453 President, shall determine the scheduling of the leave in case of a partial leave. The CUPE Local 1453 President and Vice President shall be paid in accordance with the collective agreement plus any allowance which is determined by CUPE. Benefits and seniority will not be affected by this leave. Benefit and benefit plans utilizing salary calculations will exclude the aforementioned allowance. Personal leave shall not be deducted. The Board will invoice CUPE Local 1453 for one hundred (100%) percent of the costs of the leave to be invoiced twice yearly or as otherwise agreed.

An employee, who is elected to public office, may be granted leave of absence without loss of

seniority for a period of up to one (1) year. Such leave of absence may be renewed upon request of the employee.

Any permanent employee who is elected or selected to a position with the Union, or anybody with whom the Union is affiliated, may be granted leave of absence without pay and without loss of seniority, by the Board, for a period of up to two (2) years. The Board may extend such leave on a yearly basis upon request.

By May 31 of each year, CUPE shall inform the Board of whether such releases are full-time or part-time for the following school year.

On the outset of the union leave for either the President or Vice President, the Board may post the position on a permanent basis. Should the position be posted, the employee will remain employed by the Board but not hold a position. Should the employee return from the union leave or the union leave be reduced, the employee shall be placed in a job as follows:

- Be granted the ability to bump into the last position held regardless of seniority of the current incumbent should the position exist. For a 90 day period, the returning member will not be subject to bumping as per Article 13.
- Should the previous position not exist or the returning employee does not wish to return to their previously held position, the employee will exercise bumping privileges as outlined in Article 13.

ARTICLE 20.03 - BEREAVEMENT

An employee will be granted up to five (5) consecutive working days' leave of absence without loss of pay in the event of the death of a wife, husband, daughter, son, parent;

An employee will be granted up to a maximum of three (3) consecutive working days' leave of absence without loss of pay in the event of the death of a sister, brother, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law or fiancé/fiancée; and

An employee will be granted one (1) days' leave of absence without loss of pay in the event of the death of a sister-in-law, brother-in-law, aunt, uncle, niece or nephew provided:

- a. the employee attends the funeral, and,
- b. the employee would otherwise have been scheduled to work on such a day.

An additional two (2) days' travelling time may be granted at the discretion of the Director of Education.

ARTICLE 20.04 - JURY DUTY

The Manager of Human Resource Services will grant leave of absence, to an employee who serves as a juror or is subpoenaed to an appearance in any court and in which the employee has no personal involvement. The Board will pay such an employee the difference between their normal earnings and the payment they receive for jury service or, as such, a witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of payment

received.

ARTICLE 20.05 – PAID LEAVE

The Manager of Human Resource Services may grant a leave of absence to a maximum of two (2) days per school year, without loss of pay, to any employee requesting such leave. Any denial shall be put in writing to the employee with an explanation of why the leave was denied.

Within the provision above, employees who identify as Indigenous can access the existing two (2) days leave for the following reasons in accordance with Letter of Understanding #12 of the Central Agreement:

- 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.

ARTICLE 20.06

Additional leave of absence may be granted to an employee upon request and such request shall be made in writing to the Board.

ARTICLE 20.07 - PREGNANCY LEAVE/ PARENTAL LEAVE

Pregnancy leave/parental leave shall be administered in accordance with the provisions of the current Employment Standards Act.

An employee must give two (2) weeks' notice in writing of the intended dates of the leave, together with the medical certificate estimating the date of delivery. A request to extend the period of leave shall be submitted at least two (2) weeks prior to the original termination date of the leave.

Maternity Benefits/SEB Plan

- a. A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of their child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b. Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive
 - a. 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

ARTICLE 20.08 - EMPLOYEE FUNDED LEAVE PLAN

The Board agrees to an Employee Funded Leave Plan which shall permit the employee to take a one year self-funded leave in year (3) three of a THREE (3) year agreement; in year four (4) of a FOUR (4) year agreement; or year five (5) of a FIVE (5) year agreement. During their years in the funded leave plan, the employee shall agree to be paid by the Board at sixty-six decimal six six percent (66.66%) (for a THREE (3) year agreement) or at seventy-five percent (75%) (for a FOUR (4) year agreement) or at Eighty percent (80%) (for a FIVE (5) year agreement) of the wages paid under the Collective Agreement, subject to the conditions outlined below.

The Employee Funded Leave Plan will be subject to the Canadian Income Tax Act. There shall be no cost to the Board except that the Board shall pay one hundred percent (100%) of the applicable statutory deductions during the leave. Interest paid on trust fund accounts shall be two percent (2%) less than prime calculated and credited on the last day of each month.

The duration of the Agreement and the percentages of salary paid and withheld may be changed with the approval of both parties.

a. **ELIGIBILITY**

Any employee in the bargaining unit having three (3) years' seniority with the Board is eligible to participate in the Plan in accordance with the conditions set out in this Article.

b. **APPLICATION**

A written application shall be delivered to the Manager of Human Resource Services not later than the 31st day of March, in which is described the applicant's proposal with respect to a plan of salary hold back and timing of the leave of absence.

c. **APPROVAL OR DENIAL**

The right to approve or to deny any application shall rest solely with the Board. Written advice of approval or denial shall be delivered to the applicant not later than the 1st day of May following the date of application.

d. **DEFINITION**

Entry into the Plan shall be effective only with the 1st pay of September, and the duration of a leave of absence under the Plan shall be from the 1st day of September to the last day of August next.

e. **BENEFITS**

During enrolment in the Employee Funded Leave Plan, the Board's share of the premium costs of all non-mandatory employee benefit and insurance plans shall be limited to the percent applicable to the leave chosen as identified in this Article. There will be no accumulation or utilization of sick leave credits during the period of absence.

ARTICLE 20.09 – QUARANTINE

An employee who has been quarantined by order of the Medical Officer of Health shall not have their

absence deducted from sick leave.

ARTICLE 20.10- EDUCATION AND PROFESSIONAL DEVELOPMENT LEAVE

Educational or Professional Development leave may be granted for an employee to attend an accredited course of instruction or event, including a placement, which will better enable an employee to perform their job or to qualify for another position with the Employer. In considering all such applications, the Employer may consider whether the event or course of instruction is available at times or on dates which do not conflict with the employee's employment. The Employer may require an employee to present proof of registration or acceptance into the programme or for the event the employee wishes to attend.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

ARTICLE 21.01

The Board will pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee will be provided with an itemized statement of their wages and deductions.

ARTICLE 21.02

The pay day for the bi-weekly pay period shall be Thursday. The pay shall be deposited directly in the bank or the credit union of the employee's choice and a statement for each pay will be provided to the employee.

Effective August 1, 2009 employees working less than twelve (12) months per year will be paid their submitted hours, one week in arrears.

ARTICLE 21.03

When an employee temporarily performs the principal duties of a higher paying position for the greater part of any day, they will be paid the rate for the higher paid position.

ARTICLE 21.04

Maintenance personnel may, at the discretion of the Manager of Plant, be assigned to custodial duties, on a temporary basis, at no reduction in pay.

ARTICLE 21.05

When an employee performs the principal duties of a lower paying position, at their own request or as an alternative to their being laid off pursuant to the seniority provisions of this Agreement, their wage rate will be reduced effective upon the date of their transfer.

ARTICLE 21.06

An employee required to work two (2) or more hours overtime in any one day, and not having received one (1) days' prior notice of such overtime, shall be entitled to a meal allowance the amount of which shall be determined by Board Policy, but in no case shall such payment be less than the 2005 Board approved rate.

ARTICLE 21.07

An employee required to work a full shift outside the community to which they are normally assigned shall be entitled to a meal allowance the amount of which shall be determined by Board Policy, but in no case shall such payment be less than the 2005 Board approved rate.

ARTICLE 21.08

In the event that duties of an employee are substantially revised and the employee feels they are incorrectly classified, or in the event a new position is established during the term of this Collective Agreement, the rate of pay for such revised or new classification may, on notice by the Union to the Board, be the subject of negotiations. If the parties are unable to effect a settlement of the issue, the matter may be submitted to arbitration as provided for in Article 7, but the Arbitration Board shall be confined to determining whether the wage rate or rates established by the Board are in direct relationship to the wage rate or rates established by the parties for positions presently covered by this Collective Agreement.

ARTICLE 21.09

- a. Mileage shall be paid in accordance with Board Policy.
- b. Mileage shall be paid at the minimum amount in accordance with Board Policy.
- c. The minimum travel allowance per day shall be increased by the same percentage as applies in Article 21.11.
- d. No employee shall be required to use their vehicle for the transportation of pupils or materials.

ARTICLE 21.10 – SHIFT PREMIUM

A shift premium will be paid for a shift beginning at 2:00 p.m. or later as follows:

Effective 1 September 2019:	\$0.63 per hour
Effective 1 September 2020:	\$.064 per hour
Effective 1 September 2021:	\$.066 per hour

A shift eligible for the shift premium shall be for six (6) consecutive hours or longer.

ARTICLE 21.11 – WATER TREATMENT PREMIUM

In a work location requiring the holder of a water certificate as determined by Facility Services, the permanent Custodians normally scheduled at those schools shall possess such a certificate and will be paid an additional fifty cents (\$.50) premium per hour on hours worked effective September 1, 2019.

Upon successful completion the Board shall reimburse an employee for License/Certification updating or renewal costs when such employee is required to obtain or maintain the certification.

ARTICLE 22 – BENEFITS

ARTICLE 22.01

In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees Retirement System (OMERS). The Board and the employees will make contributions in accordance with the provision of the OMERS Regulation.

ARTICLE 22.02

An employee prevented from performing their regular work with the Board on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board (W.S.I.B.) as compensable within the meaning of the W.S.I.B. Act, shall receive the difference between the amount payable by the W.S.I.B. and their regular weekly wages, without deduction from sick leave, to a maximum of four (4) years and six (6) months.

Every effort shall be made by the Union and Employer, in a co-operative manner, to return injured workers to the workplace.

ARTICLE 22.03

The Board shall maintain a Long Term Disability Plan for eligible employees and pay one hundred percent (100%) of the premium. The benefits from all sources excluding C.P.P. dependent benefits shall not exceed eighty percent (80%) of the individual's pre- disability income. The sources of benefits that must be considered in the all-source income are:

1. Benefits from Workplace Safety and Insurance Board.
2. Earnings from employment.
3. Payments from any other group insurance.
4. Disability or loss-of-time benefits under "no fault" automobile or similar law.
5. Periodic payments under any other government plan or law by any other government agency.
6. Retirement benefits through employment.
7. Periodic disability benefits under Canada Pension Plan or Quebec Pension Plan.
The maximum per month is \$3,000.00. The waiting period shall be ninety (90) days or at the expiration of sick leave, whichever is greater. The Long Term Disability Benefit shall contain a cost of living adjustment clause that will provide for an annual increase in the benefit paid

based on the Consumer Price Index as published by Statistics Canada, with a maximum of four percent (4%).

ARTICLE 23 - GENERAL CONDITIONS

ARTICLE 23.01 - SUPERVISION OF STUDENTS

Up to two (2) CUPE Local 1453 representative will be part of each elementary school supervision committee along with the OECTA staff representatives and the Principal or designate. The representative will be an employee whose core duties include supervision of students. The local supervision committee will create a supervision schedule consistent with the core duties and responsibilities of the employees.

Should a school's supervision needs change throughout the year, the committee shall reconvene to address them.

A custodian shall not be responsible for washroom routine or any other supervision of pupils.

ARTICLE 23.02 – ECE BREAKS

ECE breaks will not be scheduled during instructional time. Should further direction from the Ministry of Education or language related to this issue be negotiated centrally, this article will be considered null and void.

ARTICLE 23.03

The removal of snow from the street to the school and from the entrances to the school only, shall be the responsibility of the custodian.

ARTICLE 23.04

- a. Five (5) shirts (cotton or cotton-blend, one of which may be at the employee's discretion, long sleeved) shall be supplied to each custodian, maintenance and learning technologies specialist and one (1) shall be worn while on duty.
- b. Each employee covered in the foregoing clause shall be granted, annually, a \$175.00 safety footwear reimbursement upon presentation of receipt of purchase. Safety footwear must be worn at all times by employees in the foregoing clause.

Should safety footwear be identified as a requirement for any other employee(s) or classifications, by the Health/Safety and/or Operations Supervisor, compliance will be mandatory and the reimbursement will be applicable.

Coveralls and smocks shall be supplied to the maintenance department and educational assistants when deemed necessary by their immediate supervisor.

ARTICLE 23.05 – INCLEMENT WEATHER

- a. No deduction of salary will occur if weather conditions make it unsafe, in the opinion of the employee; to reach their assigned school or worksite. The employee shall report to the nearest school within the jurisdiction of the Board if they deem it is safe to do so.
- b. In the event that road and/or weather conditions become safe, the employee shall proceed to their assigned worksite.
- c. In the case of employees who are unable to attend their own or an alternate worksite, there is an obligation to notify their Principal/Manager/Superintendent. In the event that road and/or weather conditions become safe, the employee shall proceed to their assigned worksite.

If the Principal/Manager/Superintendent is satisfied that the above conditions have been met, the employee will be regarded as being “in attendance”.

If the Principal/Manager/Superintendent is not satisfied that the above conditions have been met, there will be no deduction of salary and the employee shall have access to Short Term Paid Leaves found in Part A – Central Terms.

ARTICLE 23.06

The Board agrees to consult with the Union in regard to professional development activities planned for employees. Such consultation shall take place as far in advance as is practicable.

ARTICLE 23.07 – CRIMINAL BACKGROUND CHECK

The criminal background check (CBC) shall exhibit convictions only under the Criminal Code of Canada for which a pardon has not been granted. CBCs collected on or before July 31, 2003 and the yearly Offence Declaration shall be placed in a confidential file and shall be available to the Director, one designate of the Director and the individual who is the subject of the CBC. The Board will comply with requirements set out in the Ontario Municipal Freedom of Information and Protection of Privacy Act.

ARTICLE 24 - JOINT JOB EVALUATION COMMITTEE

ARTICLE 24.01

The Joint Job Evaluation Committee shall consist of four (4) members with two (2) alternatives with equal representation and participation from both parties.

ARTICLE 24.02 -TERMS OF REFERENCE FOR THE JOINT COMMITTEE

The terms of reference and responsibilities of the Committee shall be as set out in the jointly approved Job Evaluation Manual.

ARTICLE 24.03 - DOCUMENTS FOR THE COMMITTEE

The Committee shall be supplied with all Job Evaluation documentation, existing job descriptions, job specifications, ratings and evaluation results.

ARTICLE 24.04 - DISAGREEMENT REGARDING JOB EVALUATION

Decisions made by the Committee shall have simple majority vote. In any disagreement concerning the overall Job Evaluation Program, the Union and Management shall each select one (1) additional person to join the Committee, as in Article 24.01. If agreement cannot be reached by the larger Committee, the matter shall be referred to a single arbitrator, who shall be jointly selected by the parties to the Agreement. The power of the arbitrator shall be limited to matters in dispute as submitted. The decision shall be final and binding on the parties. The documentation on the matters in dispute shall be exchanged prior to the arbitration. The arbitrator's fees and expenses shall be determined in advance and shall be borne equally between both parties.

ARTICLE 24.05 - ARBITRATION PROCEDURES

a. **ARBITRATION HEARING**

The Employer and the Union shall be in attendance at the arbitration hearing. The arbitrator shall have the right to request additional information and to summon other parties as deemed necessary.

b. **DOCUMENTS**

The documentation provided to the arbitrator shall be restricted to Job Evaluation documents, such as job descriptions, job specifications, the Job Evaluation Manual or other pertinent documents as required.

c. **ARBITRATION DECISION**

The arbitrator's decision shall be directed to the chairperson of the Joint Job Evaluation Committee who, in turn, shall inform the Employer and the Union.

ARTICLE 24.06 - ATTENDANCE AT MEETINGS

The Employer shall release, without loss of pay or benefits or seniority, the representatives named by the Union to attend sessions of the Joint Job Evaluation Committee.

ARTICLE 24.07 - NO REDUCTION IN WAGES

No employee shall have their wages reduced because of any Job Evaluation Program.

ARTICLE 24.08 – IMPLEMENTATION

The date of implementation of the Joint Job Evaluation Program shall be January 1, 1989.

ARTICLE 25 – SUPPLY WORKERS

ARTICLE 25.01

Supply Workers as referred to in this article shall mean an employee of the Board hired to replace members of CUPE Local 1453 identified in Article 1.01 of this agreement.

ARTICLE 25.02

Supply Workers may also be hired to assist with temporary peak workloads for periods of up to (90) calendar days.

ARTICLE 25.03

The Board recognizes the Union as the sole and exclusive collective bargaining agent for Supply Workers identified in this article.

ARTICLE 25.04

- a. The hourly rate of pay for Supply Workers will be \$1.00 less per hour than the rate identified in Wages – Schedule “A” of this agreement.
The Board shall pay a Supply Worker who is continuously employed to cover an absent CUPE Local 1453 member, fifty cents less per hour than the job rate for that position, beginning the first day of the fourth calendar month following the start day of said assignment. Such rate will cease at the conclusion of the assignment.
- b. Effective February 7, 2023 the hourly rate for Supply Registered Early Childhood Educators (RECE) performing daily supply work shall be the Qualified 2 Years Experience step as identified in Schedule A: Registered Early Childhood Educators Pay Grid. Effective February 7, 2023, Supply RECEs replacing a permanent employee on a long-term basis shall be required to submit any documentation supporting related experience within thirty (30) days of the start date of the assignment. Experience submitted after thirty (30) days will not be considered for related experience. The Board will review placement on Schedule A: Registered Early Childhood Educators Pay Grid based on the experience provided and experience accrued with PVNCCDSB.

ARTICLE 25.05

The Board shall deduct Union dues each pay as prescribed by CUPE Local 1453. All sums deducted will be remitted to the Treasurer of the Local Union not later than the 15th day of the month following, accompanied by a list of employees in respect of whom deductions have been made.

ARTICLE 25.06

Supply Workers shall make themselves available for assignment or otherwise provide reasonable grounds for refusing such assignment. A Supply Worker who refuses two (2) assignments in a calendar month or who cannot be contacted for an assignment within a period of sixty (60) working days may be removed from the Supply Worker list at the discretion of the Board. For the purpose of this article, a hang-up will be considered a decline.

Supply Workers shall select at least one (1) geographic area that they are willing to work.

Leaves beyond five (5) days must be requested in writing. Supply Workers will not be removed from the Supply Worker list for eligible leaves identified in Ontario Employment Standards legislation provided a written request is made. Written requests for leaves beyond five (5) days are at the discretion of the Board.

ARTICLE 25.07

The call-out times of the Automated Call-Out system will be at the discretion of the Board, however, at no time will calls occur between the hours of 11pm and 5am.

Calls that are made through the Automated Call-Out system will be done on a rotational basis, for the duration of this agreement. Rotation will be through preferred qualified candidate lists, qualified candidate lists, then unqualified candidate lists in each of the geographical areas. Preferred qualified candidate lists will be discussed at labour relations in September and January of each school year.

ARTICLE 25.08

By June 30th of each school year, the Board will advise all Supply Workers of the documentation and training they are required to complete. Failure to complete the required documentation and training may result in the employee being removed from the supply list.

ARTICLE 25.09

All contractual language affecting Supply Workers is found within this Article 25 with the exception of:

- Article 2 – Reservation of Management Functions
- Article 3 – No Discrimination or Coercion
- Article 6 – Grievance Procedure
- Article 7 – Arbitration
- Article 9.04
- Article 20.07 (e)

ARTICLE 25.10

The Union's bargaining committee shall be expanded to include one (1) supply worker.

ARTICLE 25.11

The Employer shall supply the Union with a call-in list for supply workers no later than October 30th. Lists to include name, address, telephone number and classification.

ARTICLE 25.12

It is agreed and understood that the length and distribution of temporary custodial assignments and

the introduction of an automated call-in system for custodians are issues appropriate for discussion at Labour Management meetings.

ARTICLE 25.13

New casual/supply employees shall be considered probationary employees until they have completed sixty (60) days worked from the date of hire. A probationary employee shall be entitled to all the rights, benefits and privileges of the Collective Agreement unless specifically referenced otherwise. The probationary period may be extended by mutual agreement of the parties.

ARTICLE 26 – RETURN TO WORK PLANS / WSIB

ARTICLE 26.01

The Union and the Employer agree that when an employee who has suffered a work-related injury is able to return to work but is incapable of performing the full duties of their job, that every effort will be made to develop a modified work program for the purpose of assisting the employee in their rehabilitation program and/or return to full duties.

ARTICLE 26.02

The Employer will provide the employee and the Union with a copy of the Employer's report of injury or disease (Form 7) together with a notice advising the employee of the name and contact numbers of the Employer's and Union's WSIB representatives.

ARTICLE 26.03

The Employer shall simultaneously provide the employee and the Union with a copy of the Return to Work plan.

ARTICLE 26.04 – RETURN TO WORK COMMITTEE

The parties agree that there will be an established Joint WSIB Committee, consisting of the Union President and Vice-President, the Manager of Human Resource Services and one other employer representative. This Committee shall meet on a quarterly basis to review existing modified work plans to assist employees in returning to full duties.

ARTICLE 27 – JOINT HEALTH & SAFETY – WORKPLACE VIOLENCE INCIDENTS

ARTICLE 27.01

The Board and CUPE Local 1453 agree that the Board Co-Chair of the Joint Health & Safety Committee will place the matter of Workplace Violence Incidents as a standing item on the Joint Health & Safety Committee agenda pending agreement of union and management co-chairs.

ARTICLE 28 - TERM OF AGREEMENT

ARTICLE 28.01

This Collective Agreement shall be effective as and from September 1, 2022 and shall continue in full force and effect expiring August 31, 2026. It shall continue from year-to-year thereafter unless either party gives the other party notice in writing not more than three (3) months prior to August 31, 2026, or of any year thereafter, of its desire to terminate or amend this Collective Agreement.

ARTICLE 28.02

Within fifteen (15) working days of receipt of such notice by one (1) party, the parties will enter into negotiations for a renewal or revision of this Agreement.

ARTICLE 28.03

The parties shall thereupon enter into negotiations in good faith and make every reasonable effort to effect a new or revised Collective Agreement.

ARTICLE 28.04

The parties agree that any notice given by one (1) party to the other shall state specifically the revisions requested and the negotiations will be restricted thereto unless the parties otherwise agree.

ARTICLE 28.05

The parties agree to fully adhere to the terms of this Agreement and to the provisions of the Ontario Labour Relations Act, 1970, as amended during the period of collective bargaining.

LETTERS OF INTENT AND UNDERSTANDING

APPRENTICESHIP SUPERVISION – TRADES

The parties recognize that when a tradesperson is supervising an apprentice/student, they are responsible for the apprentice/student and their professional development.

To ensure that the apprentice/student is progressing in accordance with the required standards, the Board shall ensure that the tradesperson and apprentice/student be given 60 minutes a week to conduct a proper review of the apprenticeship and/or skills acquisition.

PROFESSIONAL DEVELOPMENT COMMITTEE:

1. The Ministry of Education, under the Education Act, will determine Professional Learning devoted to Provincial Education Priorities. The Board must comply with the Ministry of Education directives concerning the allocation and content of Professional Development days. Nothing in this letter of understanding will supersede the Ministry Memorandums or Directives.
2. The Board and the union are committed to the continuous development of a Catholic professional learning community in each of the schools of the Board and system-wide and to that end, they are committed to a collegial and cooperative process in planning professional development. Such an approach will be based on openness, transparency and cooperation and will provide employees with an opportunity to have meaningful input into the decisions of the Board and to have a better understanding of the reasons for decisions made by the Board.
3. The Professional Development Committee shall be composed of three (3) representatives appointed by the Board and three (3) representatives from the union (one of whom will be the Local President). The Committee may consult with any mutually agreed upon resource staff.
4. The Committee shall meet a minimum of twice annually and more often as mutually agreed to by the Committee.
5. Should the union not provide any agenda items to the Board within ten (10) days of the meeting date, the meeting will be cancelled with no requirement to further reschedule.

SCHEDULE A (Revised March 5, 2024)

	Sep.1.2022	Sep.1.2023	Sep.1.2024	Sep.1.2025
Student Monitor	\$22.33	\$23.33	\$24.33	\$25.33
Administrative Services Clerk	\$25.30	\$26.30	\$27.30	\$28.30
Custodian	\$25.30	\$26.30	\$27.30	\$28.30
Roving Custodian	\$25.30	\$26.30	\$27.30	\$28.30
Records and Information Management Coordinator	\$26.04	\$27.04	\$28.04	\$29.04
Special Education Secretary - Catholic Education Centre	\$26.04	\$27.04	\$28.04	\$29.04
Learning Commons Specialist	\$26.77	\$27.77	\$28.77	\$29.77
Secretary - Catholic Education Centre/Summer School	\$26.77	\$27.77	\$28.77	\$29.77
Educational Assistant: Category II	\$27.51	\$28.51	\$29.51	\$30.51
E-Learning - Technology Secretary	\$27.51	\$28.51	\$29.51	\$30.51
Route Planner Specialist	\$27.51	\$28.51	\$29.51	\$30.51
Roving Educational Assistant	\$27.51	\$28.51	\$29.51	\$30.51
Secretary - Continuing Education	\$27.51	\$28.51	\$29.51	\$30.51
Secretary - Learning Support Services	\$27.51	\$28.51	\$29.51	\$30.51
Secretary - Secondary	\$27.51	\$28.51	\$29.51	\$30.51
Head Custodian II	\$28.26	\$29.26	\$30.26	\$31.26
Secretary - Elementary	\$27.51	\$29.26	\$30.26	\$31.26
Accounts Payable/Receivable Clerk	\$29.00	\$30.00	\$31.00	\$32.00
General Carpenter	\$29.00	\$30.00	\$31.00	\$32.00
Head Custodian I	\$29.00	\$30.00	\$31.00	\$32.00
Payroll Clerk	\$29.00	\$30.00	\$31.00	\$32.00
Autism Spectrum Disorder Worker	\$27.51	\$30.75	\$31.75	\$32.75
Building Maintenance	\$29.75	\$30.75	\$31.75	\$32.75
Facility Services Systems Control Clerk	\$29.75	\$30.75	\$31.75	\$32.75
Industrial Electrician	\$29.75	\$30.75	\$31.75	\$32.75
Itinerant Special Education Support Worker	\$29.00	\$30.00	\$31.75	\$32.75
Learning Technologies Specialist	\$29.75	\$30.75	\$31.75	\$32.75
Maintenance - Controls Technician	\$29.75	\$30.75	\$31.75	\$32.75
Preventative Maintenance	\$29.75	\$30.75	\$31.75	\$32.75
Executive Secretary	\$27.86	\$31.48	\$32.48	\$33.48
Outreach Coordinator	\$30.48	\$31.48	\$32.48	\$33.48
Software Support Specialist - Data Collection	\$30.48	\$31.48	\$32.48	\$33.48
Head Secretary II	\$31.23	\$32.23	\$33.23	\$34.23
Head Secretary I	\$32.01	\$33.01	\$34.01	\$35.01

Indigenous Education Coach	\$32.01	\$33.01	\$34.01	\$35.01
Social Worker	\$32.01	\$33.01	\$34.01	\$35.01
Social Worker - Safe Schools	\$32.01	\$33.01	\$34.01	\$35.01
Software Support Specialist	\$30.48	\$31.48	\$34.01	\$35.01
School Attendance Counsellor	\$32.70	\$33.70	\$34.70	\$35.70
Full Stack Developer	\$33.47	\$34.47	\$36.17	\$37.17
Network Support Specialist	\$34.17	\$35.17	\$36.17	\$37.17
Special Education Support Staff Facilitator	\$34.94	\$35.94	\$36.94	\$37.94
Psychometrist	\$35.53	\$36.53	\$37.53	\$38.53
Psychometrist II	\$36.44	\$37.44	\$38.44	\$39.44
Speech-Language Pathologist	\$37.17	\$38.17	\$39.17	\$40.17

Registered Early Childhood Educator Pay Grid

	Sep.1.2022	Sep.1.2023	Sep.1.2024	Sep.1.2025
Letter of Permission	\$22.03	\$23.03	\$24.03	\$25.03
Qualified 0 Years Experience	\$23.80	\$24.80	\$25.80	\$26.80
Qualified 1 Years Experience	\$25.54	\$26.54	\$27.54	\$28.54
Qualified 2 Years Experience / Daily Supply Rate	\$27.29	\$28.29	\$29.29	\$30.29
Qualified 3 Years Experience	\$29.05	\$30.05	\$31.05	\$32.05
Qualified 4 Years Experience	\$30.81	\$31.81	\$32.81	\$33.81

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

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

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

Such experience will be credited to a maximum of three (3) years of experience credit on the date of hire. Thereafter, employees shall progress through the grid based on the foregoing formula. An employee while on probation period of ninety (90) calendar days, shall be paid at a wage rate of twenty-five cents (\$0.25) per hour less than the hourly rate for the classification.

SCHEDULE A (Previous)

	Sep.1.2022	Sep.1.2023	Sep.1.2024	Sep.1.2025
Student Monitor	\$21.46	\$22.46	\$23.46	\$24.46
Administrative Services Clerk	\$24.31	\$25.31	\$26.31	\$27.31
Custodian	\$24.31	\$25.31	\$26.31	\$27.31
Roving Custodian	\$24.31	\$25.31	\$26.31	\$27.31
Records and Information Management Coordinator	\$25.02	\$26.02	\$27.02	\$28.02
Special Education Secretary - Catholic Education Centre	\$25.02	\$26.02	\$27.02	\$28.02
Learning Commons Specialist	\$25.71	\$26.71	\$27.71	\$28.71
Secretary - Catholic Education Centre/Summer School	\$25.71	\$26.71	\$27.71	\$28.71
Educational Assistant: Category II	\$26.43	\$27.43	\$28.43	\$29.43
E-Learning - Technology Secretary	\$26.43	\$27.43	\$28.43	\$29.43
Route Planner Specialist	\$26.43	\$27.43	\$28.43	\$29.43
Roving Educational Assistant	\$26.43	\$27.43	\$28.43	\$29.43
Secretary - Continuing Education	\$26.43	\$27.43	\$28.43	\$29.43
Secretary - Learning Support Services	\$26.43	\$27.43	\$28.43	\$29.43
Secretary - Secondary	\$26.43	\$27.43	\$28.43	\$29.43
Head Custodian II	\$27.15	\$28.15	\$29.15	\$30.15
Secretary - Elementary	\$26.43	\$28.15	\$29.15	\$30.15
Accounts Payable/Receivable Clerk	\$27.86	\$28.86	\$29.86	\$30.86
General Carpenter	\$27.86	\$28.86	\$29.86	\$30.86
Head Custodian I	\$27.86	\$28.86	\$29.86	\$30.86
Itinerant Special Education Support Worker	\$27.86	\$28.86	\$29.86	\$30.86
Payroll Clerk	\$27.86	\$28.86	\$29.86	\$30.86
Autism Spectrum Disorder Worker	\$26.43	\$29.58	\$30.58	\$31.58
Building Maintenance	\$28.58	\$29.58	\$30.58	\$31.58
Facility Services Systems Control Clerk	\$28.58	\$29.58	\$30.58	\$31.58
Industrial Electrician	\$28.58	\$29.58	\$30.58	\$31.58
Learning Technologies Specialist	\$28.58	\$29.58	\$30.58	\$31.58
Maintenance - Controls Technician	\$28.58	\$29.58	\$30.58	\$31.58
Preventative Maintenance	\$28.58	\$29.58	\$30.58	\$31.58
Executive Secretary	\$27.86	\$30.28	\$31.28	\$32.28
Outreach Coordinator	\$29.28	\$30.28	\$31.28	\$32.28
Software Support Specialist	\$29.28	\$30.28	\$31.28	\$32.28
Software Support Specialist - Data Collection	\$29.28	\$30.28	\$31.28	\$32.28
Head Secretary II	\$29.99	\$30.99	\$31.99	\$32.99

Head Secretary I	\$30.74	\$31.74	\$32.74	\$33.74
Social Worker	\$30.74	\$31.74	\$32.74	\$33.74
Social Worker - Safe Schools	\$30.74	\$31.74	\$32.74	\$33.74
School Attendance Counsellor	\$31.41	\$32.41	\$33.41	\$34.41
Full Stack Developer	\$32.15	\$33.15	\$34.15	\$35.15
Network Support Specialist	\$32.15	\$33.82	\$34.82	\$35.82
Special Education Support Staff Facilitator	\$33.56	\$34.56	\$35.56	\$36.56
Psychometrist	\$34.13	\$35.13	\$36.13	\$37.13
Psychometrist II	\$34.99	\$35.99	\$36.99	\$37.99
Speech-Language Pathologist	\$35.69	\$36.69	\$37.69	\$38.69

Registered Early Childhood Educator Pay Grid

	Sep.1.2022	Sep.1.2023	Sep.1.2024	Sep.1.2025
Letter of Permission	\$21.18	\$22.18	\$23.18	\$24.18
Qualified 0 Years Experience	\$22.87	\$23.87	\$24.87	\$25.87
Qualified 1 Years Experience	\$24.54	\$25.54	\$26.54	\$27.54
Qualified 2 Years Experience / Daily Supply Rate	\$26.22	\$27.22	\$28.22	\$29.22
Qualified 3 Years Experience	\$27.90	\$28.90	\$29.90	\$30.90
Qualified 4 Years Experience	\$29.59	\$30.59	\$31.59	\$32.59

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

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

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

Such experience will be credited to a maximum of three (3) years of experience credit on the date of hire. Thereafter, employees shall progress through the grid based on the foregoing formula. An employee while on probation period of ninety (90) calendar days, shall be paid at a wage rate of twenty-five cents (\$0.25) per hour less than the hourly rate for the classification.

COLLECTIVE AGREEMENT

BETWEEN

PETERBOROUGH, VICTORIA, NORTHUMERLAND & CLARINGTON CATHOLIC
DISTRICT SCHOOL BOARD

(hereinafter called "the Board")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1453

(hereinafter called "the Union")

EXPIRY DATE: 31 AUGUST 2026

DATED THIS 7TH DAY OF FEBRUARY 2023.

FOR THE EMPLOYER

FOR THE UNION
































