

COLLECTIVE AGREEMENT

BETWEEN:

Huron - Superior Catholic District School Board

- AND -

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4148
(CLERICAL, EDUCATIONAL ASSISTANTS AND
EARLY CHILDHOOD EDUCATORS)**

September 1, 2022 to August 31, 2026

TABLE OF CONTENTS

CUPE – 2022 Part A: Central Terms

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

C12.1 Family Medical Leave or Critical Illness Leave	20
C13.00 MERGER, AMALGAMATION OR INTEGRATION	21
C14.00 SPECIALIZED JOB CLASSES	21
C15.00 PROFESSIONAL ACTIVITY DAYS.....	21
APPENDIX A	22
APPENDIX B	23
<i>Sick Leave Credit-Based Retirement Gratuities (where applicable)</i>	<i>23</i>
<i>Other Retirement Gratuities</i>	<i>23</i>
APPENDIX C - MEDICAL CERTIFICATE	24
LETTER OF UNDERSTANDING #1	31
<i>Re: Status Quo Central Items.....</i>	<i>31</i>
LETTER OF UNDERSTANDING #2	32
<i>Re: Status Quo Central Items and Items Requiring Amendment and Incorporation</i>	<i>32</i>
LETTER OF UNDERSTANDING #3	35
<i>Re: Job Security: Protected Complement.....</i>	<i>35</i>
LETTER OF UNDERSTANDING #4	37
<i>Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference</i>	<i>37</i>
III. MEMBERSHIP.....	37
LETTER OF UNDERSTANDING #5	39
<i>Re: Sick Leave.....</i>	<i>39</i>
LETTER OF UNDERSTANDING #6	40
<i>Re: Central Labour Relations Committee.....</i>	<i>40</i>
LETTER OF UNDERSTANDING #7	41
<i>RE: List of Arbitrators.....</i>	<i>41</i>
LETTER OF UNDERSTANDING #8	42
<i>Re: Children’s Mental Health, Special Needs, and Other Initiatives</i>	<i>42</i>
LETTER OF UNDERSTANDING #9	43
<i>Re: Provincial Working Group – Health and Safety</i>	<i>43</i>
LETTER OF UNDERSTANDING # 10.....	44
<i>RE: Ministry Initiatives Committee</i>	<i>44</i>
LETTER OF UNDERSTANDING #11	45
<i>RE: BEREAVEMENT LEAVE.....</i>	<i>45</i>
LETTER OF UNDERSTANDING #12	47
<i>RE: SHORT TERM PAID LEAVE.....</i>	<i>47</i>
LETTER OF AGREEMENT # 13.....	48
RE: LEARNING AND SERVICES CONTINUITY AND ABSENTEEISM TASK FORCE	48

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 #8. Arbitrators on the list will be used in rotation, based on availability. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d. The Parties shall select an arbitrator from the list to subject to their availability to hear the matter within eighteen (18) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within eighteen (18) the parties shall appoint a mutually agreed to arbitrator who is available within eighteen (18) months.
- e. The central parties may refer multiple grievances to a single arbitrator.
- f. The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

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

C5.3 Cost Sharing

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

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

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

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

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

reduced to reflect the proportion the long-term supply assignment bears to the length of the regular work year for the position.

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

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

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

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

- a) Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.

- b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

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

C15.00 PROFESSIONAL ACTIVITY DAYS

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

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

APPENDIX A

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* (*please do not include diagnosis*):

Date of Assessment:
dd mm yyyy

No limitations and/or restrictions

Return to work date: **dd mm yyyy**

For limitations and restrictions, please complete Part 2.

Health Care Professional, please complete the confirmation and attestation in Part 3

PART 2 – Physical and/or Cognitive Abilities

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

PHYSICAL (if applicable)				
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other <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:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>
<p>Ability to Organize:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>	<p>Memory:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>	<p>Social Interaction:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>	<p>Communication:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>

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

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

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

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: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

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

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

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. MEMBERSHIP

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

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

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

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING # 10

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives Committee

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

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

3. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of three (3) days or more, there shall be no change to such language and this Letter of Understanding shall not apply.
4. Permanent Employees shall be as defined in local collective agreement terms, or if no such definition exists in a particular collective agreement, as defined in C6.

5. For clarity, while the specific provisions above (including the number of bereavement leave days and eligibility criteria) are not subject to local bargaining or amendment by the local parties, the local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leave

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

LETTER OF AGREEMENT # 13

BETWEEN

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

and

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

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

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

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

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

The task force will:

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

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

Contents

Article 1 - PURPOSE	5
Article 2 - SCOPE	5
Article 3 - RECOGNITION	5
3.01 Bargaining Unit	5
3.02 Work of the Bargaining Unit	5
3.03 No Other Agreements	5
3.04 Right of Fair Representation	6
3.05 Union Officers and Committee Members	6
Article 4 - HUMAN RIGHTS	6
4.01 The Board Shall Not Discriminate	6
4.02 Human Rights Code	6
4.03 Personal Rights	6
4.04 Workplace Violence and Harassment	6
Article 5 - MANAGEMENT RIGHTS	7
Article 6 - UNION MEMBERSHIP REQUIREMENT	8
Article 7 - UNION SECURITY AND CHECK-OFF	8
Article 8 - THE BOARD AND UNION SHALL ACQUAINT NEW EMPLOYEES	9
Article 9 - CORRESPONDENCE	9
Article 10 - UNION COMMITTEES	9
10.01 Representatives	9
10.02 Union Bargaining Committee	10
10.03 Function of Bargaining Committee	10
10.04 Meeting of Committee	10
10.05 Time Off for Meeting	10
10.06 Technical Information	10
10.07 Labour/Management Committee	10
Article 11 - AGENDA AND MINUTES OF BOARD MEETINGS	11
Article 12 - GRIEVANCE PROCEDURE	11
12.02 Recognition of Group Vice-Presidents and Grievance Committee	11
12.03 Names of Group Vice-Presidents and Permission to Leave Work	12
12.04 Step 1	12
Step 2	12
Step 3	13

12.06	Policy Grievance	13
12.08	Deviation from Grievance Procedure	13
	Article 13 - ARBITRATION	14
	Article 14 - EMPLOYEE REPORTS	14
	Article 15 – DISCIPLINE, SUSPENSION AND TERMINATION	14
	Article 16 - PROMOTIONS AND STAFF CHANGES	16
16.01	Job Postings	16
16.02	Information in Postings	17
16.03	Notification of Successful Applicants	17
16.04	Trial Period	17
	Freeze Period	17
16.05	Management Rights to Transfer Educational Assistants	18
16.06	Management Rights to Increase Hours	18
	Article 17 - SENIORITY	19
17.01	Seniority – Divison A – Educational Assistant Group	19
17.02	Seniority – Division B – Clerical Group	19
17.03	Seniority – Division C – Early Childhood Educators	20
17.07	Probation for Newly Hired Employees	20
17.08	Loss of Seniority	21
17.10	Transfer and Seniority Outside Bargaining Unit – Temporary Position	22
17.11	Transfer and Seniority Outside Bargaining Unit – Permanent Management Position	23
	Article 18 - LAYOFFS AND RECALL (EDUCATIONAL ASSISTANTS)	23
18.05	Recall Procedure	25
	Article 19 - LAYOFFS AND RECALL (CLERICAL)	26
19.06	Recall Procedure	28
	Article 20 - LAYOFFS AND RECALL (EARLY CHILDHOOD EDUCATORS)	29
20.05	Recall Procedure	30
	Article 21 - HOURS OF WORK	32
21.02	Rest Period/Lunch Break	34
21.03	Overtime Defined	34
21.05	Turn Around Time	35
21.06	Payment For or Supply of Meals	35
21.07	No Layoff to Compensate for Overtime	35

Article 22 - PROFESSIONAL ACTIVITY DAYS	35
Article 23 - SICK LEAVE PROVISIONS	36
Article 24 - LEAVE OF ABSENCE	37
24.01 Union Business or Public Office:.....	37
24.02 Bereavement Leave	38
24.03 Pregnancy/Parental Leave.....	39
24.04 Short-Term Leave Without Pay	40
24.05 Other Leaves.....	40
24.06 Court Appearances.....	41
24.07 Jury Duty	42
24.08 Citizenship Leave	42
24.09 Mourner’s Leave.....	42
24.10 Compassionate Leave	42
24.11 Leave Request Form	42
Article 25 - METHOD OF PAY PLAN (PAYDAY)	42
25.02 Payment of Wages and Allowances.....	43
25.03 Rate of Pay on Promotion or Reclassification.....	43
25.04 Pay on Transfer, Lower-Rated Job	43
25.05 Gas Allowance/Travel Expense	43
25.06 Procedures Regarding Inclement Weather.....	44
25.07 Recognized Holidays	44
Article 26 - VACATIONS.....	45
Article 27 – RETIREMENT AND PENSION PLAN	46
Article 28 - BENEFITS	47
Article 29 - WORKPLACE SAFETY AND INSURANCE BOARD	49
Article 30 - TECHNOLOGICAL CHANGE.....	51
Article 31 - PRESENT CONDITIONS TO CONTINUE.....	51
Article 32 - BULLETIN BOARDS.....	51
Article 33 - TERM OF AGREEMENT	51
Article 34 - PRINTING OF AGREEMENT	52
Article 35 - NO STRIKES OR LOCKOUTS.....	52
Article 36 - JOINT JOB EVALUATION COMMITTEE	52
Article 37 – EARLY CHILDHOOD EDUCATORS – GENERAL INFORMATION.....	53
SCHEDULE “A” – WAGE RATES	55

SCHEDULE "B" – JOB CLASSIFICATIONS	56
LETTER OF UNDERSTANDING – A	57
RE: Ontario Health Insurance Plan	57
LETTER OF UNDERSTANDING – B	58
RE: Pregnancy/Parental Leave	58
LETTER OF UNDERSTANDING – C	59
RE: OMERS Contributory Earnings	59
LETTER OF UNDERSTANDING – D	61
RE: Medication and Medical Procedures	61
LETTER OF UNDERSTANDING – E	62
RE: Workplace Violence	62
LETTER OF UNDERSTANDING – F	64
RE: Professional Collaboration PPM-159	64
LETTER OF UNDERSTANDING – G	66
RE: Placement Meeting for Early Childhood Educators	66
LETTER OF UNDERSTANDING – H	68
RE: Placement Meeting for Educational Assistants	68
LETTER OF UNDERSTANDING – I	70
RE: School Funds	70
LETTER OF UNDERSTANDING – J	71
RE: Health and Safety	71
LETTER OF UNDERSTANDING – K	73
RE: Return to Work and Accommodation	73

Article 1 - PURPOSE

- 1.01 It is the purpose of both parties to this agreement:
- (a) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
 - (b) To encourage efficiency and productivity in operations.
 - (c) To promote the morale and well-being of all employees in the bargaining unit.

Article 2 - SCOPE

- 2.01 The Scope of this Agreement shall apply to the Office, Clerical, Technical, Educational Assistants and Early Childhood Educators (ECE) unit, being: all employees of the Huron-Superior Catholic District School Board engaged in office, clerical and technical positions, educational assistants and Early Childhood Educators, save and except supervisors, persons above the rank of supervisor, payroll supervisor, purchasing agent, revenue officer, transportation and planning officer, accountant, benefits administrator, secretary to the Director of Education, secretaries to the superintendents, secretary to the Manager of Plant Services, secretary to the Manager of Human Resources , computer technician, counsellors, speech language pathologists and psychometrist.

Article 3 - RECOGNITION

3.01 Bargaining Unit

The Board recognizes the Canadian Union of Public Employees and its Local 4148 as the sole and exclusive collective bargaining agent for all employees as outlined in Article 2.01 save and except supervisors, persons above the rank of supervisor and persons covered by any other bargaining unit, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.

3.02 Work of the Bargaining Unit

The Board agrees that no work of the bargaining unit shall be done by anyone not covered by this agreement unless otherwise specified in this Article. The Board agrees that no employee shall be laid off or receive a reduction in normal pay because of work being sub-contracted, leased, assigned, conveyed or transferred to any other person or company. Volunteers and student placements may be used to enhance the services of the Board or be placed to obtain training opportunities, but no employee will have their hours of work reduced as a direct result of the use of such individuals. The Union will be notified of the work location(s), type of work and the term of such student placements.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Board or their representative which conflicts with the terms of this collective agreement.

3.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of additional representatives of the Union or any other advisors, upon written notice to the Board designated official, when dealing or negotiating with the Board.

3.05 Union Officers and Committee Members

Where Union officers and committee members are required to be absent from their positions in order to carry out their functions under this agreement at the request of, or by mutual consent of the Board, such permission may be granted by the Manager of Human Resources. Where such a meeting is arranged during working hours, employees will not suffer any reduction in normal pay for that time. Time off for grievance related matters will be as per Article 12 (Grievance Procedure).

Article 4 - HUMAN RIGHTS

4.01 The Board Shall Not Discriminate

The Board agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay off, recall, discipline, classification, termination or any other action by reason of any of the prohibited grounds as outlined in the Ontario Human Rights Code, nor by reason of their membership or activity in the Union.

The above does not apply where the Board is able to demonstrate a bona fide occupational requirement such as same sex gender care.

4.02 Human Rights Code

Any claim by an employee or the Union pertaining to a violation of the Ontario Human Rights Code or the Employment Standards Act, may be the subject of a grievance which shall be processed in accordance with the grievance procedure.

4.03 Personal Rights

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be required to do personal services for a supervisor which are not connected with the operation of the Board.

4.04 Workplace Violence and Harassment

The Union and the Board recognize the right of the employees to work in an environment free from workplace violence and harassment as defined in the Occupational Health and Safety Act (OHSA), and the Board recognizes its responsibility to maintain a discrimination-free work place.

(a) Workplace Sexual Harassment

The OHSA define workplace sexual harassment as:

- Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- Making a sexual solicitation or advance where the person making it is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

(b) **Workplace Harassment**

Workplace harassment is defined in the OHSA as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

- (c) Personal harassment shall be defined as any behaviour which denies individuals their dignity and respect, and that is offensive, embarrassing and humiliating to said individual, or that which causes personal harassment of another employee in carrying out their duties or in the provision of their services.

4.05 Where an employee feels that the employee is being harassed, the employee shall inform the person in question that the behaviour in question is unwelcome. The employee shall have the right to have a union official or a member of the Board administration staff present at the meeting should the employee so desire.

4.06 This Article will not be construed as in any way limiting the employee's rights to seek redress through any other legal procedure available to them.

Complaints under this Article may be processed as grievances at Step 2 of the grievance procedure.

4.07 As outlined in the OHSA Section 1 (4), a reasonable action taken by an Employer or Supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

Article 5 - MANAGEMENT RIGHTS

5.01 Except as modified by this agreement and to the extent specifically described in this agreement, all rights and prerogatives of management are retained by the Board and remain exclusively and without limitation within the right of the Board and its administration. Without limiting the generality of the foregoing, the Board's rights shall include:

The right of the Board to hire, direct, promote, demote, classify positions, transfer, suspend, lay-off employees, and also the right of the Board to discipline or terminate any employee for just cause; provided, however, that a claim by an employee who has acquired seniority that the employee has been terminated, suspended, demoted or disciplined without just cause, or that the Board has exercised any of its other rights contrary to the terms of this agreement may be the subject of a grievance and dealt with as hereinafter provided.

Article 6 - UNION MEMBERSHIP REQUIREMENT

6.01 All Employees to be Members

All employees of the Board shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty days of employment.

Article 7 – UNION SECURITY AND CHECK-OFF

7.01 Check-Off Payments

The Board shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

7.02 Deductions

Deductions shall be remitted to the National Secretary-Treasurer of the Union not later than the 10th day of the following month for which the dues were levied. The remittance shall be accompanied by an electronic list of the names, addresses, phone numbers, hours worked, wage rate, wages, status and classifications from whose wages the deductions have been made. The Union shall indemnify and save the Board harmless with respect to all claims made against the Board by an employee as a result of the deductions and remittance of dues by the Board pursuant to this Article. The list shall also indicate the amount of dues deducted from each employee.

7.03 Dues Receipt

At the same time that Income Tax (T4) slips are made available, the Board shall include the amount of the union dues paid by each union member in the previous year.

7.04 Information for Union

The Board shall provide the Union, quarterly, with an electronic contact list in Excel of all employees in the bargaining unit. The contact list will include:

- (a) Home address
- (b) Home phone number and/or cell number

The employer will also provide the Union, quarterly, with an employee list containing the following information electronically in Excel, for all employees in the bargaining unit:

- (a) Work location
- (b) Job title/classification
- (c) Employment status: permanent, temporary, casual

Article 8 – THE BOARD AND UNION SHALL ACQUAINT NEW EMPLOYEES

8.01 New Employees

The Board agrees to acquaint new employees with the fact that a Union agreement is in full force and effect and will issue an electronic copy of the collective agreement to each employee on or prior to the first day they are hired with a written notice to the Union Secretary, President and the appropriate Group Vice-President of the employee's name, address and phone number. On commencing employment in a position within the bargaining unit, the employer will provide new employees with an electronic welcome package from CUPE 4148-03.

The Board agrees to permit the Union access to the Board email to acquaint the new employees with the Union Representatives and provide Union awareness packages. Upon request from the new employee, the Board shall provide a paper copy.

As soon as possible upon hire and at least within the first six months of employment, the new employee will be required to attend an orientation session. When the Board conducts an orientation session, a Union representative will be provided time during such session to make a presentation about membership in the Union.

8.02 Notification of New Hires

Upon hiring, the Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all employees hired into the bargaining unit.

Article 9 - CORRESPONDENCE

9.01 All correspondence (electronic and/or hardcopy) arising out of this agreement or incidental thereto, shall pass to and from the Board designated official and the Group Vice-Presidents and Union Secretary, unless specified otherwise within this Agreement. The National Representative shall receive a copy of all correspondence (electronic and/or hardcopy) relating to grievances, discipline and termination.

9.02 When the Board establishes a new or modified policy that has a direct impact on the employees, a copy of such policy shall be forwarded to the President, Group Vice-Presidents and Union Secretary, and a notice of such new or modified policy shall be emailed to all employees. Supervisors at each worksite shall communicate new or modified policies to all employees.

Article 10 - UNION COMMITTEES

10.01 Representatives

The Board shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Board without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will provide the Board with a list including the names of its officers and all committee members within thirty (30) days

of any change in membership. Likewise, the Board shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

10.02 Union Bargaining Committee

The Union shall elect or otherwise appoint a Union Bargaining Committee comprised of six (6) Board employees, the President and the National Representative, for the purpose of negotiating this Collective Agreement between the Board and the Union.

The Board agrees to pay the wages of five (5) of the Board employees named as the Union Bargaining Committee, up to a maximum of five (5) days, when those members are required to be absent from their place of employment to attend negotiating meetings with the Board dealing with direct negotiations of this Collective Agreement. The Board shall not be responsible for any additional expenses incurred such as, but not limited to, travel or accommodation.

10.03 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Board for discussion and settlement.

10.04 Meeting of Committee

In the event either party wishes to call a bargaining committee meeting, the meeting shall be held at a time and place fixed by mutual agreement.

10.05 Time Off for Meeting

Any representative of a Union Committee, but not more than three (3) employees, who are in the employ of the Board, shall have the right to attend meetings held within working hours without loss of remuneration. Upon written request and for special circumstances, permission may be granted for additional representatives to be released at the discretion of the Board.

10.06 Technical Information

Upon written request from the Union, within ten (10) working days or as soon as possible thereafter, the Board shall make available to the Union any information required by the Union such as budgets and financial statements, job descriptions, postings in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, and employee benefit plan, required for collective bargaining purposes.

10.07 Labour/Management Committee

- (a) The Labour/Management Committee shall be composed of two to three representatives of the Board and two to three representatives of the Union. The committee shall enjoy the full support of both parties. Meetings shall be conducted as necessary with either party requesting a meeting in writing coupled with a proposed agenda. It shall meet at the request of either party with at least 48 hours advance notice to explain Board policies, by-laws,

regulations and discuss matters of mutual concern.

- (b) The function of this committee is to:
 - (i) Promote improved service to the public and community
 - (ii) To maintain good relations between the Board and the Union by addressing employee feedback and concerns related to activities
 - (iii) In addition, the committee may consider issues that are not related to the collective agreement
- (c) Minutes of each meeting of the Committee shall be prepared as soon as possible after the close of the meeting.
- (d) Jurisdiction of the Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

Article 11 - AGENDA AND MINUTES OF BOARD MEETINGS

- 11.01 An electronic copy of the Agenda and the minutes of the Board Meeting shall be sent to the C.U.P.E., Local 4148 President, Group Vice-Presidents and Union Secretary as soon as available.

Article 12 - GRIEVANCE PROCEDURE

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

In order for a grievance to be processed under the grievance procedure, the written statement of grievance shall contain the name(s) of the grievor(s), the facts giving rise to the grievance, the date or dates of the alleged violation of the agreement, and the provisions of the article(s) alleged to have been violated, and shall indicate the redress sought. The grievance must be signed by the grievor(s) and the Union Group Vice-President.

The requirements laid out above are not intended to limit nor restrict rights under the collective agreement nor access to the grievance arbitration procedure; these requirements are intended to provide the Board with information so as to be better able to address the matters at issue.

12.02 Recognition of Group Vice-Presidents and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the rights and duties of the Union Grievance Committee and

the Group Vice-President. The Group Vice-President may assist any employee which the Group Vice-President represents, in preparing and presenting their grievance in accordance with the grievance procedure.

The Grievance Committee shall be comprised of not more than three (3) employees of the Board for the purposes of dealing with and processing complaints and grievances. The Committee shall have the right to include the National Representative if necessary.

The parties agree that grievance meetings shall be scheduled after working hours. Where it is not possible to schedule a grievance or complaint meeting outside of regular working hours, the Board agrees to pay the wages of the grievor and/or Grievance Committee to attend the grievance or complaint meeting.

In the event of an arbitration, the Board agrees to pay the wages of the grievor(s) whose case is to go forward and the wages of two (2) members of the Grievance Committee. The Board is not responsible for transportation costs of either the grievor(s) or Grievance Committee.

12.03 Names of Group Vice-Presidents and Permission to Leave Work

The Union shall notify the Board in writing of the names of each Group Vice-President and the department(s) the employee represents, before the Board shall be required to recognize them.

All efforts shall be made to conduct such affairs outside of the working hours of the employees in question. Where a Group Vice-President is required to leave their work during working hours to attend a meeting under this Article, such meetings shall be arranged in advance and arrangements shall be made to obtain the permission of their immediate supervisor.

In the event of an emergency, where a Group Vice-President's services are required, a Group Vice-President shall have permission to leave their workplace to attend to the matter upon notifying their immediate supervisor and after appropriate coverage has been arranged. In the event appropriate coverage for a union representative can't be found, the meeting shall be re-scheduled.

12.04 Step 1

It is agreed that there is no grievance unless the initial complaint has been brought to the attention of the immediate supervisor within twenty (20) working days of the event which gave rise to the complaint.

Before it can be considered a grievance, any complaint must first be discussed by the employee with their immediate supervisor. The Supervisor shall reply verbally to the employee within five (5) working days of such discussion taking place. Unresolved complaints become grievances and may be submitted to Step 2 within fifteen (15) working days of the decision in Step 1.

Step 2

Failing satisfactory settlement under Step 1, within fifteen (15) working days following receipt of the Step 1 decision, the Grievance shall be submitted in writing

to the Manager of Human Resources or designate

Within five (5) working days of receipt of the Grievance, the Manager of Human Resources shall arrange a meeting between the Union Grievance Committee and the Board representatives. A decision shall be rendered in writing within ten (10) working days of the grievance meeting.

The employee's supervisor and the grievor may be present. A videoconference or by whatever virtual means possible shall be considered a meeting with respect to fulfilling the requirements of this Article.

Step 3

Failing satisfactory settlement under Step 2, the grievance shall be referred to binding arbitration in accordance with Article 13, provided such action is taken within a period of fifteen (15) working days of the response from the Board.

12.05 The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees, and to seek adjustment with the Board in the manner provided for in the grievance procedure. Such a grievance shall commence at Step 2.

12.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, such grievance shall commence at Step 2 of the grievance procedure provided the grievance is submitted within thirty (30) calendar days of the incident or when the Union ought to have become aware of the incident.

12.07 It is further understood that the C.U.P.E. National Representative may be present at the request of either party at any grievance meeting.

12.08 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Board's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.

12.09 Any grievance not processed by the Union within the prescribed time limits shall be considered abandoned on the basis of the last decision and shall not be subject to further appeal.

Failure on the part of the Board to adhere to the time limits will result in the complaint or grievance being advanced to the next step of the grievance procedure.

The time limits may be extended by mutual agreement of the parties in writing.

12.10 For the purpose of this Article a work day is defined as a regular work day from Monday to Friday including Professional Activity Days but excluding statutory holidays.

Article 13 - ARBITRATION

13.01 (a) Both parties to this agreement agree that any grievance may be referred to binding arbitration by written notice of such referral to the other party within the time limits set out above, and at the same time appoint its nominee to the Arbitration Board. The other party shall appoint its nominee within a reasonable time. The two (2) nominees shall attempt to select, by agreement, a chairperson of the Arbitration Board.

(b) The Union and the Board agree that the provisions of the Ontario Labour Relations Act may supersede 13.01(a).

13.02 The Arbitrator or Board of Arbitration shall not alter, modify, or amend this Agreement in any manner, and shall not make any decision inconsistent with the provisions of this Agreement.

13.03 Each party shall be responsible for the expenses of its representative to the Board of Arbitration, and the expenses of the Chairperson of the Board of Arbitration shall be shared equally by the Board and the Union.

13.04 Wherever Arbitration Board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

13.05 Grievance Settlement Officer

The Board and the Union may agree to the appointment of a Grievance Settlement Officer in an endeavour to effect a settlement prior to arbitration.

Article 14 - EMPLOYEE REPORTS

14.01 The Board shall notify an employee in writing of any expression of dissatisfaction concerning the employee's work performance within ten (10) working days of the event of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. This is not intended to be disciplinary but is intended to be used to enhance the relationship and communication between the Board and employee.

Article 15 - DISCIPLINE, SUSPENSION AND TERMINATION

15.01 The Board reserves the right to discipline, suspend or terminate an employee for just cause. A claim by a seniority employee of unjust discipline or termination shall be treated as a grievance and the grievance procedure shall be followed as outlined in Article 12. Such grievances may be settled by confirming the Board's action or by reinstating the employee under any arrangement which is just and equitable in the opinion of the conferring parties or the Arbitration Board.

15.02 (a) The Board will notify the employee(s) and the Union of all anticipated discipline, suspension or termination actions in writing within fourteen (14) days of the event giving the name of the employee concerned and the reason for the anticipated discipline, suspension or termination.

- (b) In cases of discipline matters involving dismissal, loss of pay or written warnings, the employee shall receive written notification of the disciplinary action in the presence of the Group Vice-President. Where the Group Vice-President will not be available within three (3) working days, the Board may require that the discipline be given in the presence of a different Grievance Committee Representative. A videoconference or by whatever virtual means possible shall be considered acceptable with respect to fulfilling the requirements of this article.
- (c) Copies of all written warnings and notices of all disciplinary action shall be sent to the Union Secretary, Group Vice-Presidents, the President and the National Representative.

Timelines for (a) and (b) may be extended upon mutual agreement.

15.03 **Personnel Files**

- (a) An employee shall have the right to have access during normal business hours to their personnel file upon written notice to the Manager of Human Resources or designate.

The Manager of Human Resources or designate shall be present when an employee reviews their personnel file located at the Board Office. The employee may be accompanied by a union representative.

- (b) Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record. No evidence from the employee's record may be introduced as evidence in any hearing, if such evidence relates to any disciplinary matter which took place more than twenty-four (24) months previous to the issue giving rise to the hearing. Notwithstanding the above, however, evidence relating to disciplinary action taken by the Board as a result of sexual or moral misconduct, may be considered.

15.04 The Board will schedule non-complaint meetings with employees during the employee's hours of work. If such meetings are scheduled on the employee's time, attendance at the meeting will be at the employee's discretion.

15.05 Where there is clear and convincing evidence, following a formal investigation by outside authorities and/or agencies, of sexual harassment or sexual assault of a student by an employee, the stipulated penalty for this infraction shall be the termination of the employee, and such termination shall be deemed to be for just cause.

15.06 **Designation of Supervisor**

Every employee shall be notified of the name of their immediate designated supervisor.

The term "supervisor" when used in this Agreement shall mean a management person who is not a member of the bargaining unit.

Article 16 - PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

- (a) Within fifteen (15) working days, permanent vacancies, temporary vacancies, newly created positions or positions where the hours have been increased (except where falling within the provisions of 16.05), shall be posted on the board's website for a period of one (1) week excluding statutory holidays.

Vacancies that have exceeded ten (10) working days and/or the end date is undetermined shall be posted.

An employee wishing to make application, providing the employee is available for work at the time the position commences, shall do so within the required time limit forwarding an electronic application to the Human Resources Department to the email address outlined in the job posting. The name of the successful applicant shall be posted internally.

- (b) In filling job vacancies and in the case of promotions or transfers within the bargaining unit, the Board will consider the candidate's availability for work, qualifications, skills and ability to perform the work. If, in the judgement of the Board, two or more candidates meet and are deemed equal in the above criteria then the candidate with the greatest seniority in that division of the bargaining unit shall be selected for the position.

When considering applicants from the other division of the bargaining unit for positions outside of their division [under Article 17.01 (Educational Assistants) or Article 17.02 (Clerical), or 17.03 (Early Childhood Educators)], the Board agrees to apply the criteria listed above to such candidates at the same time as considering non-seniority employees and candidates from outside the bargaining unit.

- (c) **Educational Assistants**

In the event that a vacancy occurs or a new position is created during the period July 1st to September 30th, the position(s) shall be posted by September 30th for a period of one (1) week excluding holidays.

Employees wishing to apply for the vacancy or new position(s) shall do so in writing within the period indicated on the posting.

Employees may apply for any temporary position which is known to be greater than three months in duration. Employees applying for Temporary positions of three months or less shall only be considered if the available position involves an increase in hours or rate of pay.

- (d) **Early Childhood Educators**

In the event that a vacancy occurs or a new position is created during the period July 1st to September 30th, the position(s) shall be posted by September 30th for a period of one (1) week excluding holidays. Employees wishing to apply for the vacancy or new position(s) shall do so in writing within the period indicated on the posting.

Employees may apply for any temporary position which is greater than three

months in duration. Employees applying for Temporary positions of three months or less shall only be considered if the available position involves an increase in hours or rate of pay.

The Board maintains its denominational rights with respect to the hiring of Early Childhood Educators.

16.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements must be related to the job function and may not be established in an arbitrary or discriminatory manner.

Upon written request to the Manager of Human Resources, an unsuccessful applicant for a posting shall be granted a meeting with the Manager of Human Resources to discuss the posting and may request the presence of a Union official at said meeting.

16.03 Notification of Successful Applicants

The successful applicant shall be notified as soon as possible within a maximum of three (3) weeks following the end of the posting period, excluding Board and statutory holidays. In the event that the above timeline cannot be met, the Manager of Human Resources shall contact the Group Vice-President of the appropriate unit to discuss.

After notifying the successful applicant, the Human Resources Department will post their name internally and notify the President, Group Vice-President and Union Secretary outlining the incumbent name, classification and location. Such notification will take place within three (3) working days.

16.04 Trial Period

The employee shall be given a trial period of fifty (50) consecutive days of work in the position. Conditional on satisfactory service, the employee shall be declared permanent after the completion of the fifty (50) days, with the exception of temporary positions.

In the event the successful applicant proves unsatisfactory in the position at any time during the trial period the employee shall be returned to their former position, wage or salary rate, without loss of seniority.

If the employee is unable or unwilling to continue to perform the duties of the new position, the employee may request to return to their former position, provided the request is submitted in writing to the Manager of Human Resources within, and not more than, twenty (20) working days from the date of appointment. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

Freeze Period

Employees must have completed their trial period before they are eligible to apply

for any position which may become available while serving their trial period, unless such a position involves an increase in hours or rate of pay.

Notwithstanding the above, this freeze period will be waived for an employee who wishes to exercise their rights to post into a permanent position. This freeze period can be waived a maximum of one time per school year.

16.05 Management Rights to Transfer Educational Assistants

Notwithstanding the above, the Board may initiate the transfer of a Special Education Assistant/Intervenor prior to the commencement of the school year where the Board has determined, in a reasonable and supportable manner, that the Special Education Assistant/Intervenor has reached their potential with the student(s) at the school to which they are assigned. This clause is intended to prioritize the needs of students and the special role that Special Educational Assistants play in working with students. Should such a transfer take place, the Educational Assistant in question shall be allowed to exercise their bumping rights and shall not suffer any reduction in hours or pay. This clause is not intended to be used for disciplinary matters.

Prior to effecting any such transfer of an Educational Assistant, the Manager of Human Resources shall arrange a meeting with the Educational Assistant, with Union representation present, to discuss the reasons for the transfer.

16.06 Management Rights to Increase Hours

- (a) The Board shall have the right to increase the hours of any Educational Assistant position up to a maximum of one half hour (.5) per day (two and one-half hours per week) without posting the position up until October 15th of any school year. This clause is to be used where the Board determines that such an increase is required in order to meet the supervisory and operational requirements of the school as a direct result of the transportation needs of the student(s) in question.
- (b) The Board shall have the right to increase the hours of any clerical position up to a maximum of one and one-half hours (1.5) per week without posting the position up until October 15th of any school year.
- (c) Where an increase in hours under the provisions of this article would result in the position being thirty-five (35) hours per week, the position shall be posted notwithstanding the provisions of this article.
- (d) Where a position is increased under the provisions of this article, the increased hours become part of the permanent hours of that position and the position must be posted the following school year. Any future increase in hours requires that the position be posted. Any reduction in hours requires that the employee be permitted to exercise their bumping rights.

16.07 The intent of this clause is to prioritize the needs of a student and the special role that Special Educational Assistants play in working with students. In those circumstances where a situation occurs that may negatively affect a student, and where the Board has determined, in a reasonable and supportable manner that this may occur, the Manager of Human Resources shall arrange a meeting with any Educational Assistant(s) affected, with Union representation to reach a resolution.

In order to effect a resolution, the parties may agree to temporarily waive the applicable Collective Agreement language for the duration of the school year only. The effect of any such agreement will be that no seniority Educational Assistant(s) will suffer any reduction in their regular hours of work or rate of pay.

Where an agreement cannot be reached between the Board and the Union, the employee(s) revert to their rights under the Collective Agreement.

Article 17 - SENIORITY

17.01 Seniority – Division A – Educational Assistant Group

(a) For the purpose of this Agreement, a seniority employee is one who has successfully completed their probationary period. Casual or relief employees do not accrue seniority.

(b) **Seniority Defined**

Seniority is defined as the length of continuous service of an employee from the date of hire in a permanent full-time or permanent part-time position within Division A of the bargaining unit and shall include service with the Board prior to the certification or recognition of the Union. Seniority shall operate on a Board-wide basis within Division A only. An employee does not reclaim their former seniority date where they have lost their seniority under the provision of Article 17.08 below.

(c) There shall be one seniority list for Division A showing the employee's name, current classification as outlined in Schedule B and the date of hire of all employees who have completed their probationary period. An up-to-date seniority list shall be sent to the Union and employees via email in June and October of each year.

17.02 Seniority – Division B – Clerical Group

(a) For the purpose of this Agreement a seniority employee is one who has successfully completed their probationary period. Casual or relief employees do not accrue seniority.

(b) **Seniority Defined**

Seniority is defined as the length of continuous service of an employee from the date of hire in a permanent full-time or permanent part-time position within Division B of the bargaining unit and shall include service with the Board prior to the certification or recognition of the Union. Seniority shall operate on a Board-wide basis within Division B only. An employee does not reclaim their former seniority date where they have lost their seniority under the provisions of Article 17.08 below.

(c) There shall be one seniority list for Division B showing the employee's name, current classification as outlined in Schedule B and the date of hire of all employees who have completed their probationary period. An up-to-date seniority list shall be sent to the Union and employees via email in June and

October of each year.

17.03 Seniority – Division C – Early Childhood Educators

(a) For the purpose of this Agreement, a seniority employee is one who has successfully completed their probationary period. Casual or relief employees do not accrue seniority.

(b) **Seniority Defined**

Seniority is defined as the length of continuous service of an employee from the date of hire in a permanent full-time or permanent part-time position within Division C of the bargaining unit. Seniority shall operate on a Board-wide basis within Division C only. An employee does not reclaim their former seniority date where they have lost their seniority under the provision of Article 17.08 below.

(c) There shall be one seniority list for Division C showing the employee's name, current classification as outlined in Schedule C and the date of hire of all employees who have completed their probationary period. An up-to-date seniority list shall be sent to the Union and employees via email in June and October of each year.

17.04 The seniority lists will be considered correct for all purposes unless the employee disputes its accuracy within three (3) calendar weeks from the date the list was emailed. The employee must file a written notice to the Manager of Human Resources within the specified time period outlining the grounds of objection.

17.05 In addition to Central Item C10.00 Casual Seniority Employee List

The Board shall maintain a separate non-seniority list for relief employees. An up-to-date list will be sent to the Union each June and October.

Upon hire into a permanent position and upon successful completion of the probationary period, an employee's name shall be placed on the seniority list and credit shall be given for all hours worked from the most recent date of hire.

Each year of seniority shall be calculated as follows:

Clerical	1,820 hours worked equals one (1) year of seniority
EA	1,164 hours of work equals one (1) year of seniority
ECE	1,212 hours worked equals one (1) year of seniority

17.06 Where more than one (1) employee is hired on the same day, their seniority position shall be determined by the time of day the employee was hired.

17.07 Probation for Newly Hired Employees

(a) A newly hired employee shall be on probation until the employee has worked a period of seventy (70) working days. After successful completion of the probationary period, the employee's name shall be placed on the seniority list(s) and credit shall be given from the date of appointment to a permanent position. One (1) working day will be defined as one (1) scheduled day of work regardless of the number of scheduled hours of work per day. The

probationary employee, however, shall be entitled to all other rights and privileges under this agreement, other than those from which they are specifically excluded.

If the probationary period is not completed by the end of the current school year, and a position is available at the start of the upcoming school year, and the employee continues in the same position in the following school year, the probationary period will continue uninterrupted.

Probationary employees must complete their probationary period before they are eligible to apply for any temporary or permanent positions which may become available while serving their probationary period.

Notwithstanding the above, with the agreement of the parties, an employee may be eligible to apply for a temporary or permanent position where it can be determined that the temporary or permanent position does not conflict with their probationary position.

- (b) The Board may terminate the employment of a probationary employee for cause. In the event of a dispute between the Board and the Union regarding such discharge the standard of review shall be a lesser standard than just cause.
- (c) The probationary period of a full-time or part-time 12-month employee shall be extended by thirty (30) working days to provide for the opportunity to evaluate the performance of a probationary employee in the case where the supervisor is an academic employee and is off work for the summer months of July and August.
- (d) In the event that a relief employee is appointed to a permanent full-time/part-time position, within twelve months of serving the equivalent of the probationary period as per Article 17.07(a) while replacing a full-time/part-time employee on a continuous basis, such employee will be deemed to have completed their probationary period.

17.08 Loss of Seniority

An employee's established seniority shall be considered broken, forfeited and employment terminated when such employee:

- (a) resigns/retires
- (b) is terminated for just cause
- (c) is laid off for a period in excess of thirty-six (36) consecutive months
- (d) fails to return to work within fifteen (15) working days of being recalled
- (e) is absent from work for more than three (3) consecutive days without a bonafide reason or without notifying the supervisor

- 17.09 (a) Further to Article 17.08 above, where an employee is absent from work due to illness or accident, their seniority and benefit coverage shall be as follows:
- (i) during the first twenty-four (24) consecutive months of such absence the Board will continue to provide benefit coverage as set out in Article 28.

- (ii) at the end of such twenty-four (24) month period the provisions of all benefits except for Life Insurance for such employees will cease. After twenty-four (24) months of such absence a seniority employee for whom the Board is no longer required to contribute toward the premium for benefits as specified in Article 28, may continue to participate in said benefits up to age sixty-five (65), subject to the terms and conditions of the respective benefit carriers of such plans including continuing eligibility, and provided the employee pays to the Board the full cost of the premium(s) by way of pre-authorized debit paid by the fifteenth (15th) day of each month.
 - (iii) the employee will continue to accumulate seniority during the twenty-four (24) month period after which time the employee will cease to accrue any additional seniority.
- (b) The Board and the Union recognize their obligations to accommodate injured or disabled employees. Should an employee be medically certified as fit to return to work and able to perform the essential duties of a position in the bargaining unit and this is confirmed by a Board appointed medical practitioner, the employee may be accommodated with a similar position to the position which the employee held prior to the date the employee stopped accruing seniority. The following conditions shall apply:
- (i) Seniority. The employee shall not accrue any additional seniority from the date at which they stopped accruing seniority after the twenty-four (24) month period as per Article 17.09 (a)(iii) above to the date of reinstatement.
 - (ii) Retirement Gratuity. No employee will be entitled to more than one retirement gratuity from the Board.
 - (iii) Whether or not the Board is obligated to re-employ the employee shall be determined in accordance with the duty to accommodate up to the point of undue hardship under the Ontario Human Rights Code.

The Board, the Union, the employee in question and any other affected Board employees will make all reasonable efforts to assist in the accommodation of the employee.

17.10 Transfer and Seniority Outside Bargaining Unit – Temporary Position

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain their seniority accumulated up to the date of leaving the unit. Such employee shall have the right to return to a position in the bargaining unit within six (6) months. If an employee returns to the bargaining unit, the employee shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

Mutual agreement shall be required between the Union and the Board in order for seniority to extend beyond the six (6) months. Where no agreement is achieved and the employee continues to work in the position for a period beyond six (6) months,

the employee shall forfeit all seniority.

For the six (6) month period referred to above, the employee shall have recourse to the grievance procedure under the collective agreement with respect to disciplinary matters and shall pay union dues in accordance with Article 7.

Notwithstanding the above, an employee who transfers shall retain their seniority in this bargaining unit up to the date of leaving the unit to a maximum of twelve (12) consecutive months, as long as the employee remains a member of another CUPE bargaining unit of the Board.

17.11 Transfer and Seniority Outside Bargaining Unit – Permanent Management Position

The appointment or selection of employees for management positions are outside of the bargaining unit and are not subject to this agreement. An employee so appointed or selected shall retain their seniority accumulated up to the date of leaving the bargaining unit for a period not to exceed six (6) months after which time all seniority rights within the bargaining unit shall be terminated.

If such employee returns to the bargaining unit, within the six (6) month period, the employee shall be placed in a job consistent with their seniority only in the event of a vacancy/job posting provided they hold the qualifications, skills and ability to perform the duties of the position in question. Such return shall not result in a layoff or bumping of any employee. Should no vacancy be available, the employee shall be deemed to be on lay-off and will retain their seniority in accordance with Articles 18, 19 & 20.

Article 18 - LAYOFFS AND RECALL (EDUCATIONAL ASSISTANTS)

18.01 (a) An employee is considered to be laid off when:

- (i) there is reduction in the employee's regular hours of work, or
- (ii) an employee's position is declared redundant.

(b) If conditions (a)(i) or (a)(ii) apply at a work site with multiple employees, senior employees at that work site may elect to accept the layoff. This offer will be made to all employees at the work site, by email. All employees at the work site will be given five (5) working days to notify the Human Resources Department by email of their interest in accepting the redundancy. The most senior employee who expresses an interest will satisfy the redundancy. If no employee expresses an interest, the most junior employee at the work site will be declared redundant.

(c) Community is defined as: Sault Ste. Marie; Chapleau; Wawa and White River together; Hornepayne; Blind River and Elliot Lake together; Espanola and Massey together.

18.02 In all cases, the employee who is to displace another employee through bumping must have the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority rights in the opinion of the Board.

18.03 The parties recognize the need to reduce disruption within the schools created by bumping during the school year. As a result, in the event of any layoff (as defined in Article 18.01) which occurs after January 1st of any school year, the Board shall have the managerial right to transfer the Educational Assistant in question to another position within the same community that is the same number of hours per week or greater, at the same rate of pay or greater, for the duration of the school year. Retention of the Educational Assistant at the current worksite shall be the first consideration. The position the Educational Assistant is transferred to may be available as a result of a vacancy or may be newly created by the Board. The laid off Educational Assistant may then exercise their seniority rights for the following school year.

18.04 (a) **Within the Community**

In the event of a layoff as defined in 18.01 above, an employee about to be laid off may:

- (i) accept the reduced hours in the event of a reduction in hours, or, accept the layoff and elect to have their name placed on the priority list for relief work for their community. An employee who elects not to exercise their bumping rights shall not be allowed to exercise them at a later date; or
- (ii) exercise their seniority rights by bumping any employee within the same community with less seniority regardless of the number of hours of work.

The employee may not bump into a higher rate wage classification unless they have the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority rights in the opinion of the Board.

(b) **Board-Wide Seniority**

Where an employee is to be laid off and there is not a more junior Educational Assistant within the same community, the employee shall be allowed to exercise their seniority on a Board-wide basis.

However, unlike in (a) above, where an employee seeks to bump a more junior employee in a different community, they shall be required to bump the most junior employee in the community in question who works the same number of hours. Where there is no junior employee in the community in question who works the same number of hours, the employee shall be permitted to bump up in hours.

The employee may not bump into a higher rate wage classification unless they have the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority rights in the opinion of the Board.

Prior to allowing an employee to exercise their bumping rights outside of their community, for any layoff that occurs after March 1st, the Board shall have the right to exercise the provisions of Article 18.03 above in the community in

which the employee seeks to exercise their bumping rights. As per 18.03 above, the employee would then exercise their bumping rights for the following school year.

18.05 Recall Procedure

Notwithstanding the process described below, the normal practice and procedure for recalling Educational Assistants at the commencement of the school year shall be to return them to the position they held at the end of the previous school year provided the position is still available (ie. same location, same number of hours, same classification). Where there has been a change in any of these conditions (location, hours, classification), the Educational Assistant will have the opportunity to exercise their rights as per this article.

Employees shall be recalled in reverse order of layoff provided the employee being recalled possesses the necessary qualifications, skills and ability to perform the work. Employees being recalled shall be notified by a phone call to the number on file with the Human Resources Department and shall have a period of ten (10) working days to respond. Where the Board is unable to reach the employee by phone, they shall notify the employee via registered mail, and the employee shall have a period of ten (10) working days to respond. If no response is received from the seniority employee within this time limit, the seniority employee shall lose their seniority and be placed on the casual list.

It shall be the duty of all employees to notify the Human Resources Department promptly, in writing, of any change in phone number. Should the employee fail to do this, the Board shall not be responsible for failure to reach them and any notice sent by the Board by Registered Mail to the address which appears on the Personnel Record, or by phone, shall be deemed conclusively to have been received by the laid off employee.

18.06 Seniority employees shall be placed on the recall list for thirty-six (36) consecutive months from their effective date of layoff. If after thirty-six (36) consecutive months they are not recalled, their names shall be removed from the recall list. There is no obligation on the Board to rehire employees who have been removed from the recall list after thirty-six (36) months.

18.07 Any seniority employee on the recall list who refuses to accept an available position within the community in which they were formerly employed shall be terminated. Exceptions to this would include employees declining due to illness or pregnancy as certified by a qualified physician or other reasons deemed acceptable by the Board.

An employee will not be required to accept a recall that is less than sixty percent (60%) of the hours the employee was regularly scheduled to work prior to being laid off. An employee is also not required to accept a recall that is less than two (2) hours per day unless the employee worked less than two (2) hours per day in the position they held prior to layoff.

An employee shall be given the opportunity, but shall not be required to accept, a recall to a position which is outside of their community as defined in 18.01(b) above.

An employee who declines a recall, however, shall not be permitted to bump into a position at any later date. The employee shall continue to have recall rights for

thirty-six (36) months as per Article 18.06. Thus, an employee who refuses recall shall lose their seniority as per Article 18.06, thirty-six (36) months after a layoff.

- 18.08 An employee who is laid off from work shall have for thirty-six (36) consecutive months from date of layoff, the opportunity for relief work within their community provided the employee has submitted written notice to the Board designated official of their desire for relief work. Upon receipt of the written notice the laid off employee's name will be added to the Relief List. The opportunities for relief work will be offered to laid off employees in order of seniority prior to such work being offered to relief employees, provided the laid off employee possesses the qualifications, skills and ability to perform the work. Employees laid off from work who are offered relief work shall continue in the relief position for the duration of the available opportunity with the exception of positions being posted in accordance with Article 16. Seniority shall not be used by an employee laid off from work for placement into preferred opportunities.
- 18.09 Premiums for benefits shall not be paid by the Board while an employee is laid off. Employees who participate in the Board's benefits plan will have the opportunity to continue their benefits coverage during the summer layoff on an employee-paid basis provided the employee pays to the Board the full cost of the premium(s). Employees who are not recalled for work by October 31st shall have their participation in the benefits plan terminated.

Employees who are on lay-off and working in a "priority call-out" relief capacity for the Board are also not eligible for benefits even where this employment results in the employee working full-time hours on a regular basis.

Article 19 - LAYOFFS AND RECALL (CLERICAL)

19.01 (a) **Definition of Terms**

- (i) **Level** is defined as the wage rate applicable to the position as described in Schedule A.
- (ii) **Job Classification** is defined as the actual job as outlined in Schedule B.
- (iii) **Community** is defined as: Sault Ste. Marie; Chapleau; Wawa and White River together; Hornepayne; Blind River and Elliot Lake together, Espanola and Massey together.

19.02 An employee is considered to be laid off when:

- (a) there is a reduction in the employee's regular hours of work, or
- (b) an employee's position is declared redundant.

If conditions (a) or (b) apply at a work site with multiple employees, senior employees at that work site may elect to accept the layoff. This offer will be made to all employees at the work site by phone or email. All those expressing an interest will be given consideration in order of seniority, until the redundancy is satisfied. If no employee expresses an interest, the most junior employee at the work site will be declared redundant.

- 19.03 In all cases of layoff, bumping and recall, the employee seeking to exercise their seniority rights must possess the qualifications, skills and ability to perform the work

of the position in question at the time they are seeking to exercise their seniority rights in the opinion of the Board.

19.04 **LAYOFF PROCESS AND GUIDING PRINCIPLES**

(a) **Within the Community**

In the event of a layoff as defined in 19.02 above, an employee about to be laid off may:

- (i) accept the reduced hours in the event of a reduction in hours, or, accept the layoff and elect to have their name placed on the priority list for relief work for their community. An employee who elects not to exercise their bumping rights shall not be allowed to exercise them at a later date; or
- (ii) exercise their seniority rights by bumping any employee within the same community with less seniority regardless of the number of hours of work.

The employee may not bump into a higher rate wage classification unless they have the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority rights in the opinion of the Board.

(b) **Board-Wide Seniority**

Where an employee is to be laid off and there is not a more junior employee within the same community, the employee shall be allowed to exercise their seniority on a Board-wide basis.

However, unlike in (a) above, where an employee seeks to bump a more junior employee in a different community, they shall be required to bump the most junior employee in the community in question who works the same number of hours. Where there is no junior employee in the community in question who works the same number of hours, the employee shall be permitted to bump up in hours.

The employee may not bump into a higher rate wage classification unless they have the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority rights in the opinion of the Board.

(c) **Limitations Applicable to all Bumps**

Where a bump or transfer would result in the displacement of a Category D (or higher) employee or an employee holding a position that is greater than 10 months (ie. 11 or 12 months), the Board shall interview and test, where applicable, the employee seeking to exercise their bumping rights. In order for the employee seeking to exercise their bumping rights to displace such an employee, they must possess the qualifications, skills and ability to perform the duties of the position in the opinion of the Board. Consideration will be given to whether the candidate has held the position previously and how

recently they held the position and/or whether they have performed the same or similar duties in another position or positions.

- (d) No employee shall use this Article to obtain a transfer which is not required in order to maintain their wage status, but is attempted merely to change their location/place of work (ie. change from one school to another).

19.05 If more than one (1) employee has the right to bump at the same time, the most senior employee as indicated on the most recent Seniority List (as per Article 17) will complete the entire bumping process, proceeding to the next most senior employee and so on.

19.06 **Recall Procedure**

When Seniority Employees are being recalled to work they will be recalled in reverse order of layoff, provided the employee to be recalled possesses the necessary qualifications, skills and ability to perform the work. Employees being recalled shall be notified by a phone call to the number on file with the Human Resources Department and shall have a period of ten (10) working days to respond. Where the Board is unable to reach the employee by phone, they shall notify the employee via registered mail, and the employee shall have a period of ten (10) working days to respond. If no response is received from the seniority employee within this time limit, the seniority employee shall lose their seniority and be placed on the casual list.

It shall be the duty of all employees to notify the Human Resources Department promptly, in writing, of any change in phone number. Should the employee fail to do this, the Board shall not be responsible for failure to reach them and any notice sent by the Board by Registered Mail to the address which appears on the Personnel Record, or by phone, shall be deemed conclusively to have been received by the laid off employee.

19.07 Seniority employees shall be placed on the recall list for thirty-six (36) consecutive months from their effective date of layoff. If after thirty-six (36) consecutive months they are not recalled, their names shall be removed from the recall list. There is no obligation of the Board to rehire employees who have been removed from the recall list after thirty-six (36) months.

19.08 Any seniority employee on the recall list who refuses to accept an available position within the community in which they were formerly employed shall be terminated.

Exceptions to this would include employees declining due to illness or pregnancy as certified by a qualified physician or any other reason deemed acceptable by the Board.

19.09 (a) An employee shall be given the opportunity, but shall not be required to accept, a recall to a position which is outside of their community as defined in 19.01 (a) above.

(b) An employee will not be required to accept a recall that is less than sixty percent (60%) of the hours the employee was regularly scheduled to work prior to being laid off.

An employee who declines a recall, however, shall not be permitted to bump into a position at any later date. The employee shall continue to have recall rights for thirty-six (36) months as per Article 19.07. Thus, an employee who refuses recall shall lose their seniority as per Article 19.07, thirty-six (36) months after a lay-off.

- 19.10 An employee who is laid off from work shall have for thirty-six (36) consecutive months from date of layoff, the opportunity for relief work within their community provided the employee has submitted written notice to the Board designated official of their desire for relief work. Upon receipt of the written notice the laid off employee's name will be added to the Relief List. The opportunities for relief work will be offered to laid off employees in order of seniority prior to such work being offered to relief employees, provided the laid off employee possesses the qualifications, skills and ability to perform the work. Employees laid off from work who are offered relief work shall continue in the relief position for the duration of the available opportunity with the exception of positions being posted in accordance with Article 16. Seniority shall not be used by an employee laid off from work for placement into preferred opportunities.
- 19.11 Premiums for benefits shall not be paid by the Board while an employee is laid off. Employees who participate in the Board's benefits plan will have the opportunity to continue their benefits coverage during the summer layoff on an employee-paid basis provided the employee pays to the Board the full cost of the premium(s). Employees who are not recalled for work by October 31st shall have their participation in the benefits plan terminated.

Employees who are on lay-off and working in a "priority call-out" relief capacity for the Board are also not eligible for benefits even where this employment results in the employee working full-time hours on a regular basis.

Article 20 - LAYOFFS AND RECALL (EARLY CHILDHOOD EDUCATORS)

- 20.01 (a) An employee is considered to be laid off when:
- (i) there is reduction in the employee's regular hours of work, or
 - (ii) an employee's position is declared redundant.
- (b) If conditions (a)(i) or (a)(ii) apply at work site with multiple employees, senior employees at that work site may elect to accept the layoff. This offer will be made to all employees at the work site, by email. All those expressing an interest will be given consideration in order of seniority, until the redundancy is satisfied. If no employee expresses an interest, the most junior employee at the work site will be declared redundant.
- (c) Community is defined as: Sault Ste. Marie; Chapleau; Wawa and White River together; Hornepayne; Blind River and Elliot Lake together; Espanola and Massey together.
- 20.02 In all cases, the employee who is to displace another employee through bumping must have the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority rights in the opinion of the Board.

20.03 The parties recognize the need to reduce disruption within the schools created by bumping during the school year. As a result, in the event of any layoff (as defined in Article 20.01) which occurs after January 1st of any school year, the Board shall have the managerial right to transfer the Early Childhood Educator in question to another position within the same community that is the same number of hours per week or greater, at the same rate of pay or greater, for the duration of the school year. Retention of the Early Childhood Educator at the current worksite shall be the first consideration. The position the Early Childhood Educator is transferred to may be available as a result of a vacancy or may be newly created by the Board. The laid off Early Childhood Educator may then exercise their seniority rights for the following school year.

20.04 (a) **Within the Community**

In the event of a layoff as defined in 20.01 above, an employee about to be laid off may:

- (i) accept the reduced hours in the event of a reduction in hours, or, accept the layoff and elect to have their name placed on the priority list for relief work for their community. An employee who elects not to exercise their bumping rights shall not be allowed to exercise them at a later date; or
- (ii) exercise their seniority rights by bumping any employee within the same community with less seniority regardless of the number of hours of work.

(b) **Board-Wide Seniority**

Where an employee is to be laid off and there is not a more junior Early Childhood Educator within the same community, the employee shall be allowed to exercise their seniority on a Board-wide basis.

However, unlike in (a) above, where an employee seeks to bump a more junior employee in a different community, they shall be required to bump the most junior employee in the community in question who works the same number of hours. Where there is no junior employee in the community in question who works the same number of hours, the employee shall be permitted to bump up in hours.

Prior to allowing an employee to exercise their bumping rights outside of their community, for any layoff that occurs after January 1st, the Board shall have the right to exercise the provisions of Article 20.03 above in the community in which the employee seeks to exercise their bumping rights. As per 20.03 above, the employee would then exercise their bumping rights for the following school year.

20.05 **Recall Procedure**

Notwithstanding the process described below, the normal practice and procedure for recalling Early Childhood Educators at the commencement of the school year shall be to return them to the position they held at the end of the previous school year provided the position is still available (ie. same location, same number of hours).

Where there has been a change in any of these conditions (location, hours), the Early Childhood Educator will have the opportunity to exercise their rights as per this article.

Employees shall be recalled in reverse order of layoff provided the employee being recalled possesses the necessary qualifications, skills and ability to perform the work. Employees being recalled shall be notified by a phone call to the number on file with the Human Resources Department and shall have a period of ten (10) working days to respond. Where the Board is unable to reach the employee by phone, they shall notify the employee via registered mail, and the employee shall have a period of ten (10) working days to respond. If no response is received from the seniority employee within this time limit, the seniority employee shall lose their seniority and be placed on the casual list.

It shall be the duty of all employees to notify the Human Resources Department promptly, in writing, of any change in phone number. Should the employee fail to do this, the Board shall not be responsible for failure to reach them and any notice sent by the Board by Registered Mail to the address which appears on the Personnel Record, or by phone, shall be deemed conclusively to have been received by the laid off employee.

20.06 Seniority employees shall be placed on the recall list for thirty-six (36) consecutive months from their effective date of layoff. If after thirty-six (36) consecutive months they are not recalled, their names shall be removed from the recall list. There is no obligation on the Board to rehire employees who have been removed from the recall list after thirty-six (36) months.

20.07 Any seniority employee on the recall list who refuses to accept an available position within the community in which they were formerly employed shall be terminated. Exceptions to this would include employees declining due to illness or pregnancy as certified by a qualified physician or other reasons deemed acceptable by the Board.

An employee will not be required to accept a recall that is less than sixty percent (60%) of the hours the employee was regularly scheduled to work prior to being laid off. An employee is also not required to accept a recall that is less than two (2) hours per day unless the employee worked less than two (2) hours per day in the position they held prior to layoff.

An employee shall be given the opportunity, but shall not be required to accept, a recall to a position which is outside of their community as defined in 20.01(b) above.

An employee who declines a recall, however, shall not be permitted to bump into a position at any later date. The employee shall continue to have recall rights for thirty-six (36) months as per Article 20.06. Thus, an employee who refuses recall shall lose their seniority as per Article 20.06, thirty-six (36) months after a layoff.

20.08 An employee who is laid off from work shall have for thirty-six (36) consecutive months from date of layoff, the opportunity for relief work within their community provided the employee has submitted written notice to the Board designated official of their desire for relief work. Upon receipt of the written notice the laid off employee's name will be added to the Relief List. The opportunities for relief work will be offered to laid off employees in order of seniority prior to such work being offered to relief employees. Employees laid off from work who are offered relief work

shall continue in the relief position for the duration of the available opportunity with the exception of positions being posted in accordance with Article 16. Seniority shall not be used by an employee laid off from work for placement into preferred opportunities.

- 20.09 Premiums for benefits shall not be paid by the Board while an employee is laid off. Employees who participate in the Board's benefits plan will have the opportunity to continue their benefits coverage during the summer layoff on an employee-paid basis provided the employee pays to the Board the full cost of the premium(s). Employees who are not recalled for work by October 31st shall have their participation in the benefits plan terminated.

Employees who are on lay-off and working in a "priority call-out" relief capacity for the Board are also not eligible for benefits even where this employment results in the employee working full-time hours on a regular basis.

Article 21 - HOURS OF WORK

21.01 (a) Full-Time Employees

Clerical:

An employee shall only be considered a full-time employee where the employee is regularly scheduled to work at least thirty-five (35) hours per week twelve (12) months per year.

Educational Assistants:

An employee shall only be considered a full-time employee where the employee is regularly scheduled to work a minimum of twenty-five (25) hours per week during the school year. The normal hours of work shall be up to seven (7) hours per day to a maximum of thirty-five (35) hours per week.

(b) Part-Time Employees

Clerical:

An employee shall be considered a part-time employee where the employee is regularly scheduled to work less than thirty-five (35) hours per week twelve (12) months per year or thirty-five (35) hours per week or less, for less than twelve (12) months per year.

Educational Assistants:

An employee shall be considered a part-time employee where the employee is regularly scheduled to work less than twenty-five (25) hours per week during the school year.

(c) Hours of Work – Clerical and Educational Assistants

The hours of work for Clerical and Educational Assistants shall normally be scheduled between 7:30 a.m. and 5:15 p.m. Monday to Friday. The hours of work for the Early Childhood Educators shall normally be scheduled between

the hours of 6:30 am and 6:30 pm. The work schedule will be arranged with the employee's immediate supervisor.

At work sites that implement the Balanced Day, the Educational Assistant positions shall not be considered split shifts.

Notwithstanding the above, the person assigned to the Switchboard Operator/Call-out Allocator position may be scheduled between the hours of 6:45 a.m. and 5:00 p.m.

In the event that the hours of work are scheduled with a break of more than one and a half (1.5) hours, the Board will notify the Union and provide an opportunity to discuss in advance.

(d) Hours of Work – Early Childhood Educators

The normal work day for Early Childhood Educators, unless otherwise determined by the Board, shall be scheduled between the hours of 6:30 a.m. and 6:30 p.m. It is understood and agreed that the school principal has the right to amend the working schedule to meet the needs of the school community and Board Office, as required.

The normal work week for full-time Early Childhood Educators will be up to thirty-five (35) hours per week and shall consist of five (5) days of up to seven (7) hours each Monday to Friday inclusive. The minimum number of work days for a full-time Early Childhood Educator will be 194 instructional days as per the School Year Calendar.

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.

(e) Relief Employees

- (i) A relief employee is one who works as a temporary replacement for a full-time/part-time employee, or who works in a department/school where assistance is required on occasion, with a full-time/part-time employee.
- (ii) Relief employees shall not attain seniority and time worked by a relief employee shall not be considered as time served for the probationary period.
- (iii) Relief employees will only receive the salary as outlined in the current Collective Agreement and vacation pay and statutory holiday pay in accordance with the Employment Standards Act.
- (iv) The Board has the right to engage relief employees as required so long as they, in so doing, do not lessen the regular work week of a full or part-time employee.
- (v) The Board agrees to make all reasonable efforts to fill vacant Clerical or Educational Assistant positions, as required, from the Relief employee's pool.

Relief employees shall be called out in the following order:

- (1) Laid off employees as per Articles 18, 19 & 20
- (2) In rotation, giving consideration to special circumstances.

Upon request, the union will be provided with a list of all relief employees who have declined assignments and the reason.

(f) **Probationary Employees**

A probationary employee is one who is serving the probationary period as required under Article 17.07.

21.02 Rest Period/Lunch Break

The employee's work day shall be divided to provide for two (2) fifteen (15) consecutive minute rest periods with pay during the first half and second half of each work day. Further, employees shall be allowed a lunch break without pay, of not less than thirty (30) minutes.

Part-time employees who work less than eight (8) hours shall be entitled to breaks and lunch periods based on the hours of work as outlined in the Employment Standards Act. Part-time employees who work a shift that is less than three (3) hours in duration over a twenty-four (24) hour period from 12:00 a.m. to 11:59 p.m. shall not be provided with a rest period.

In circumstances where it is deemed necessary for an employee to work through any rest period/lunch break, and authorization from a designated Board official, has been obtained prior to such event, the employee shall have the option of equal time off at the regular rate of pay at a time mutually agreed upon between the employee and Board designated official or monetary compensation at the regular rate of pay.

21.03 Overtime Defined

- (a) Overtime rates of time and one-half (1 1/2) shall be paid for all authorized work in excess of the regular hours of work as defined in 21.01(a) above. All overtime must be authorized beforehand by the Board Designated Official.
- (b) The Board shall have the right to offer employees work that shall be paid at straight time rates in excess of the regular hours of work as defined in 21.01(a) above, subject to the following:
 - (i) The employee shall have the right to refuse work in excess of the maximum hours listed in 21.01(a) above.
 - (ii) Work shall be paid at straight time rates up to forty (40) hours subject to the following:
 - (1) All overtime work must be authorized beforehand by the Designated Board Official.
 - (2) In the case of twelve (12) month, thirty-five (35) hours per week employees, vacation shall be paid in a monetary form for

the above noted work at the employee's appropriate vacation entitlement.

21.04 Where an employee has agreed to work overtime, the employee shall have the option of equal time off at the rate of time and one-half (1.5), at a time mutually agreed between the employee and their supervisor, except with regards to the work described in 21.03 (b).

21.05 Turn Around Time

An employee required to start a new shift within sixteen (16) hours of completing their previous shift including authorized overtime shall be paid at the rate of time and one-half (1.5) for all hours which fall within the sixteen (16) hour turn around time.

21.06 Payment For or Supply of Meals

An employee required to work more than three (3) hours of authorized overtime shall be provided with a meal or an allowance of seven (\$7.00) dollars by the Board. An additional fifteen (15) minutes paid break will be allowed for each additional two (2) hours of overtime.

21.07 No Layoff to Compensate for Overtime

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

21.08 Elementary School Secretaries, Secondary School Secretaries, Librarian Secretaries and Support Services Secretaries will work on regularly scheduled teaching days according to the school year calendar including Professional Activity Days. In the event a particular school receives approval to utilize employees for two (2) weeks (or any portion thereof) prior to the commencement of the school year, or for two (2) weeks (or any portion thereof) after the end of the school year, the employee who is regularly assigned this work will be given the first right of refusal to perform such work. Such work shall be scheduled within the provisions of 21.01 (c) above.

21.09 Where an employee is required by their supervisor to attend a meeting outside their regular working hours, and where it is authorized by a designated Board official in advance, the employee shall be paid at their regular rate of pay for the duration of the meeting. Attendance at such meetings shall be voluntary.

21.10 Nothing in this Collective Agreement shall be construed as a guarantee of hours of work per day, per week or of days of work per week or weeks per year.

Article 22 - PROFESSIONAL ACTIVITY DAYS

22.01 (a) Professional Activity Days are considered work days for all seniority employees and employee working in a temporary relief position. Employees will be paid at their regular rate of pay for their normally scheduled hours of work. Time spent in addition to their normally scheduled hours is optional and is without pay.

(b) The Board encourages professional development for all members. A

professional development committee with representation from management and three (3) CUPE Local 4148 members (including the Group Vice-Presidents) shall be established. CUPE Local 4148 is recognized as an equal participant in the professional development committee.

It is agreed that the committee shall meet no later than thirty (30) days prior to each PA day, or as determined by the committee. The committee will review professional development issues and make recommendations for the upcoming professional development day(s).

Article 23 - SICK LEAVE PROVISIONS

(In addition to Central Item C6.00 Sick Leave and Central Letter of Understanding #5)

The parties are committed to managing employee attendance through a positive, supportive environment that promotes the best possible attendance. This shall not limit the employees' right to utilize their sick leave for legitimate reasons.

23.01 Sick Leave Defined

- (a) Sick leave means the period of time an employee is absent from work without loss of pay by virtue of being sick or disabled, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workplace Safety & Insurance Act.
- (b) Employees who are in receipt of Long Term Disability benefits, or who are laid off, or on authorized sick leave or authorized leave of absence for a period of greater than thirty (30) consecutive days will not be eligible for the Sick Leave Allowance entitlement for the period they are on such leave, layoff or benefit.

The above does not apply to WSIB benefits for the first twelve (12) months of absence.

23.02 Sick Leave Plan

For current sick leave language, refer to Central Item C6.00 Sick Leave

Previous Language:

- (a) All seniority employees working on a regular and continuous basis are entitled to sick leave commencing the first full month of employment as follows:
 - (i) Seniority employees who work thirty-five (35) hours per week, twelve (12) months per year shall receive a total annual Sick Leave Allowance of fifteen (15) days, provided at the rate of seven and one-half (7.5) days September 1st and seven and one-half (7.5) days January 1st cumulative to one hundred and fifty (150) days.
 - (ii) Seniority employees who work twenty-five (25) hours or more per week, ten (10) months per year shall receive a total annual Sick Leave Allowance of twelve (12) days, provided at the rate of six (6) days September 1st and six (6) days January 1st cumulative to one

hundred and fifty (150) days.

- (iii) Part-Time seniority employees shall have their Sick Leave Allowance pro-rated in accordance with the number of hours regularly worked and the stipulations of Article 23.02 (b)(c).

- (b) A seniority employee absent from work due to illness pursuant to this Article will have one sick day credit deducted from their Sick Leave Allowance for each scheduled day the employee is absent from work. No wages shall be paid to employees for absence beyond the number of days to their credit in the Sick Leave Plan.
- (c) Part-Time employees, as described in Article 23.02 (a)(iii), will have their Sick Leave entitlement pro-rated. For clerical employees, the hours are prorated against a thirty-five (35) hours per week full-time equivalent. For educational assistants, the hours are prorated against a twenty-five (25) hour per week full-time equivalent.
- (d) The Board reserves the right to request a medical certificate from any employee.

When a seniority employee at the request of the Board must seek from a Doctor, certification relating to an illness or disability, the Board will pay for such a certificate.

Previous Language:

- (e) For the purpose of Article 23.02(a) above, employees of a predecessor Board who are employed with the Huron-Superior Catholic District School Board as of the date of ratification who possess a sick day bank of greater than one hundred and fifty (150) days, shall have their sick day bank grandparented and capped. The number of days in the employee's bank on the date of ratification shall become that employee's maximum sick leave bank to a maximum of two hundred (200) days.

23.03 A seniority employee suffering from illness or disability for long duration and whose Sick Leave Credits are exhausted, will receive benefits equal to and according to the rules and regulations of the *Canada Employment Insurance Act* until the employee returns to work or is eligible for Long Term Disability or until the end of the 15th week of illness or as amended by the *Canada Employment Insurance Act*.

23.04 Sick Leave Record

The Board will advise each employee of their sick leave balance on each bi-weekly electronic pay stub.

Article 24 - LEAVE OF ABSENCE

24.01 Union Business or Public Office:

- (a) All leaves of absence shall be without pay and without cost to the Board. It is further understood that the Union will reimburse the Board for the cost of wages, vacation and insurance benefit premiums. The Board shall invoice the local union treasurer and shall provide the following information: date of

leave, name of employee, purpose of the leave, hours of work, hourly rate. All time while on leave shall be considered as time worked for the purposes of calculating service, seniority, and any other benefit under the Collective Agreement.

- (b) Leaves of absence will be granted except in case of emergency for Union Conventions, Conferences, Seminars or Education, etc., providing such leaves involve no more than five (5) seniority employees at one time. Work locations of such employees shall not determine the number who can be absent, operational need shall be the determining factor. Approval shall not be unreasonably denied.
- (c) The President, Vice-President or Group Vice-Presidents of the Local Union or a member of the National or Provincial Executive Board, will each be granted up to an additional thirty (30) days per calendar year, for the purpose of attending to the duties of their office.
- (d) Leave of absence in excess of thirty (30) consecutive days may be granted provided it does not interfere with the Board's operations. A leave of absence in excess of thirty (30) days shall be without benefits. A seniority employee granted a leave of absence may maintain benefit coverage by paying the required premiums themselves subject to the Board notifying the insurer and the eligibility of coverage.
- (e) All requests for leaves of absence shall be made in writing by the Group Vice Presidents/designate of the Local to the Board designated official giving at least one (1) weeks' notice wherever possible. Replies shall also be given in writing by the Board designated official.
- (f) A seniority employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence by the Board but without pay or without cost to the Board for a period up to two (2) years. Such leave may be renewed upon written request during their term of office. Such absence shall be without loss of seniority for recall and placement purposes but such employees shall not accumulate nor use sick leave during the entire leave of absence.
- (g) A seniority employee who is elected to public office shall be granted a leave of absence by the Board but without pay or without cost to the Board for a period up to two (2) years. Such leave may be renewed upon written request during their term of office. A seniority employee granted a leave of absence under this clause shall have their benefits terminated. An employee shall not accumulate nor use sick leave during the entire leave of absence.

24.02 Bereavement Leave

- (a) Immediate family is defined as being: parents, step-parents, parents in-law, spouse, children, step-children, children-in-law, siblings, siblings-in-law, grandparents, grandparents-in-law and grandchildren. Foster children living in employee's home at the time of their death shall also be considered as immediate family.

A seniority employee shall be entitled to a leave of absence without deduction

of salary up to a maximum of five (5) working days for the purpose of bereavement of a member of their immediate family.

- (b) Relative is defined as being: aunts, uncles, cousins, nieces and nephews.

A seniority employee shall be entitled to a leave of absence, without deduction of salary, for one (1) working day for the purpose of bereavement of a relative outside of the immediate family.

- (c) It is understood that the provisions of this Article will also apply if such an occurrence falls within the vacation period of an employee; the employee shall receive the leave of absence with pay in addition to their vacation period. Any employee on sick leave or compensation will not be deducted sick leave credits for the days of the bereavement leave entitlement.
- (d) In the circumstances above in 24.02 (a)(b), the employee shall provide documentation to the Board by completing the standardized form provided by the Board.

24.03 **Pregnancy/Parental Leave**

- (a) Upon written request to the Board designated official, Pregnancy and/or Parental Leave shall be granted to employees, without pay, in accordance with the Employment Standards Act, R.S.O., 1990, Chapter E. 14.
- (b) Where possible, at the completion of the statutory Pregnancy/Parental Leave, the employee shall return to their former position or to a comparable position in the same community in which the employee worked prior to the leave.

For the purposes of this clause, the following areas constitute a "community": Massey and Espanola together; Elliot Lake and Blind River together; the city of Sault Ste. Marie; Chapleau; Wawa and White River together; Hornepayne.

Should a comparable position not exist within the community in which the employee formerly worked immediately before the pregnancy or parental leave, the employee shall have the opportunity to exercise their rights elsewhere within the bargaining unit.

- (c) The Board shall continue to pay the premiums for benefits for the maximum allowed under the Employment Standards Act for Parental Leave and Pregnancy Leave. These benefits will be provided for part-time employees in accordance with Article 28.01.
- (d) An employee shall be granted a leave of absence without deduction of salary to a maximum of two (2) days upon the birth/adoption of a child or children. This leave shall be taken:

the day previous to the birth or adoption

or

the day of the birth or adoption

or

within five (5) working days of the birth or adoption

or

within five (5) working days of the child's release from hospital following birth or adoption.

(d) **Maternity Benefits/SEB Plan**

- (i) 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).
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) Employees not defined above have no entitlement to the benefits outlined in this article.

24.04 Short-Term Leave Without Pay

- (a) An employee may be granted a leave of absence for personal reasons for up to a total of three (3) days per year at the discretion of the Director (or designate), with loss of pay but not seniority, sick leave credits or benefits.
- (b) In consultation with CUPE executive, the board will designate two (2) PA days that are available to be taken as short-term leave without pay.

24.05 Other Leaves

- (a) Leaves of absence without pay for any reason other than those noted in Articles 24.01, 24.02, 24.03 and 24.04 may be granted upon written application to the Board designated official at least one (1) week prior to the requested leave. Such leaves are granted at the discretion of the Board. In case of emergency the one week prior notice will be waived. At the discretion of the Board, the leaves described below will be subject to the described time limits:

- (i) where a leave is granted to allow an employee to pursue another job opportunity, such leave shall not exceed three (3) months;
- (ii) where a leave is granted to pursue education, such leave shall not exceed one (1) year;
- (iii) where a leave is granted as result of the job transfer or relocation of a spouse, such leave shall not exceed one (1) year.
- (iv) **General Leave**
An employee shall be granted a leave of absence up to one (1) year when the employee requests such leave. Such request shall be in writing and approved by the Board. Such approval shall not be withheld without just cause.

Consideration of such leaves will be done in a fair and impartial manner.

- (b) An employee granted an educational leave of absence as outlined in 24.04(a)(ii), may maintain their benefit coverage by paying the required premiums themselves subject to the eligibility for coverage.

For all other leaves, the employee may maintain their benefit coverage for a period of up to six (6) months by paying the required premiums themselves by way of pre-authorized debit paid prior to the commencement of their leave, subject to the eligibility for coverage.

Upon return from such leave of absence, said employee shall have their benefits re-instated provided the employee notifies the Board's Benefits Administrator and commences participation in the benefits plan concurrent with their return to employment. Employees who do not notify the Board's Benefits Administrator within the first thirty (30) days of employment are considered a late applicant and are subject to evidence of insurability and approval by the Insurance Company.

Where an employee requests an extended personal leave of absence without pay to care for a member of their immediate family, the Board shall allow an employee to retain their benefit coverage for a longer period, up to a maximum of two (2) years.

24.06 **Court Appearances**

- (a) In the event of a seniority employee being accused of an offence which requires a court appearance, the employee shall be given an automatic leave of absence without loss of seniority, but without pay.
- (b) A seniority employee who is jailed and awaiting trial shall be given an automatic leave of absence without pay for the period of incarceration.
- (c) An accused employee who is found guilty and sentenced for a criminal offence shall be removed from the board records and employment. Such action shall be at the Board's discretion. If such employee's job is forfeited, the Board shall fill the vacancy, according to Article 16.

24.07 Jury Duty

The Board shall pay a seniority employee who is required to serve for jury selection, as a juror or a subpoenaed witness the difference between the hours they would have been scheduled to work and the payment received for such services. The seniority employee will present proof of service and the amount of pay received.

24.08 Citizenship Leave

An employee shall be allowed one-half (1/2) day with pay to attend a formal hearing to become a Canadian citizen.

24.09 Mourner's Leave

A one-half (1/2) day leave shall be granted, without pay, to attend as a pallbearer or mourner.

Where the family of a deceased employee requests pallbearers from the Union, the Board may grant the necessary leave with pay to be recovered from Local 4148 for up to six (6) pallbearers.

24.10 Compassionate Leave

An employee may be granted a leave of absence for compassionate leave to a maximum of two (2) days per occasion at the discretion of the Board designated official without loss of pay or deduction from cumulative sick leave.

If the Board designated official is not available, the employee shall notify their immediate supervisor of the reasons for their absence. Upon return the employee shall notify the Board designated official in writing of the reasons for the absence and the Board designated official shall determine if compassionate leave is to be granted.

While the board sets the criteria for compassionate leaves, the board shall also consider for Indigenous employees to use compassionate leave for the 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.

24.11 Leave Request Form

For articles 24.02, 24.04, 24.06, 24.07, 24.08, 24.09 and 24.10, the employee shall be required to complete the standardized leave request form provided by the Board.

Article 25 - METHOD OF PAY PLAN (PAYDAY)

- 25.01 (a) Employees shall be paid on a bi-weekly basis in accordance with Schedule A. Where a payday falls on a recognized holiday the Board shall pay employees on the last regular banking day prior to the recognized holiday.

- (b) The Board shall provide direct deposit of salary for all employees covered by this collective agreement to a financial institution within the jurisdictional area of the Board according to the employee's choice. The onus shall be on the employee to provide the Board with the necessary banking information in order that they may be paid by submitting a Direct Deposit form from their financial institution or by submitting a void cheque together with the Board form.
- (c) Electronic pay cheque stubs shall indicate earnings and gross pay for the pay period. Overtime and vacation pay shall also be indicated if applicable.

25.02 Payment of Wages and Allowances

All Educational Assistants/Intervenors are assigned to a school(s). However, if an Educational Assistant/Intervenor is assigned to a specific student within a school and said student is absent from school for greater than four (4) weeks, after said time has elapsed the Educational Assistant/Intervenor assigned to such student will not be required to report to work and will not be paid for the remaining period of the student's absence. The Educational Assistant/Intervenor may elect, after a period of four (4) weeks to exercise their rights in accordance with Article 18 (Layoff & Recall) in its entirety.

In such instances where the Educational Assistant/Intervenor is not required to work due to the absence of the student, their name will be placed on the Casual Call-Out List for priority call-outs, in order of their seniority.

25.03 Rate of Pay on Promotion or Reclassification

- (a) Where a seniority employee is promoted or temporarily assigned to a position classified at a higher flat rate of pay, the employee shall receive the rate for the job.
- (b) If an absence occurs requiring a temporary replacement for a Senior Secondary School Secretary, and the replacement is approved by the Manager of Human Resources, the next most senior secretary in the same building shall have the opportunity to replace the absent Senior Secretary. When a school secretary assumes the position of Senior Secondary School Secretary, the employee shall receive the rate for the job.

25.04 Pay on Transfer, Lower-Rated Job

In an emergency situation when an employee is assigned in accordance with the terms of this collective agreement to a position paying a lower rate, their rate shall not be reduced.

25.05 Gas Allowance/Travel Expense

- (a) Employees required to use their personal vehicles for Board business as part of their regular duties, as required in their job description, shall be paid a travel allowance. Such allowance is to be consistent with Board policy.
- (b) A travel expense report shall be submitted monthly to the Business Department.

- (c) The Board will not require any employee to transport students.
- (d) Employees whose positions do not include use of their personal vehicles as part of their regular duties in (a) and (c) shall have the right to refuse to perform such tasks that include use of their personal vehicles.

25.06 Procedures Regarding Inclement Weather

The following procedures will apply with respect to employees who, because of severe weather conditions, either report late for work or are unable to report at all.

All employees are expected to make every effort to report to work on time, notwithstanding severe weather conditions. However, in the circumstances quoted above, it is agreed that employees who arrive late for their scheduled work day, but report prior to the mid-point of their scheduled work day, will be paid for the day provided such late arrival is directly attributable to the aforementioned severe weather conditions. Employees who report after the mid-point of their work day will be paid for hours worked. If an employee does not report to work the employee shall not be paid for the day.

With respect to employees who are unable to report for work due to the aforementioned severe weather conditions, or who report after the mid-point of their work day, it is agreed that notwithstanding the provisions of the collective agreement, such employees may be given the opportunity to work additional hours at straight time rates in order to make up part or all of such lost time.

It is further agreed, however, that in the event that employees are authorized to be absent from work by a supervisor, such employees shall be paid for any time lost because of such authorization.

When all or some of the schools are closed for any reason deemed necessary by the Director or Supervisor and this announcement is made prior to the beginning of classes, Clerical, Educational Assistants and Early Childhood Educators shall not be required to report for duty. Wages shall not be affected and no sick leave benefits shall be deducted. However, should an employee be off on sick leave the day prior to and the day following such closure, the employee will be deducted a sick leave day.

25.07 Recognized Holidays

- (a) All seniority twelve (12) month employees shall be paid at their regular rate of pay for the following recognized holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
- (b) All seniority ten (10) month employees shall be paid at their regular rate of pay for the following recognized holidays:

New Year's Day
Family Day
Good Friday
Easter Monday

Victoria Day
Thanksgiving Day
Christmas Day
Boxing Day

Ten (10) month employees may be paid for the Labour Day Holiday and/or Canada Day Holiday provided the employee meets the requirements for payment under the Employment Standards Act. There is no such payment where these requirements under the Act are not fulfilled.

- (c) All work requested from seniority employees by the Board on the above recognized holidays will be paid for at the rate of time and one-half (1.5) of normal rate, over and above the guaranteed pay for the recognized holiday.
- 25.08 (a) In the event any of the above mentioned holidays fall on a Saturday, or on a Sunday, the day substituted by the Federal, Provincial or Municipal Government shall be observed.
- (b) Seniority employees must work the last scheduled day immediately before the listed holiday and the next scheduled day immediately after the holiday to qualify for holiday pay, unless the employee is off sick, on vacation or on any approved leave of absence. An employee who is off sick may be requested to submit a doctor's certificate to qualify for holiday payment.
- 25.09 All full-time seniority clerical employees shall be off with pay on Christmas and New Year's Eve at 12 noon when such day falls on a regularly scheduled working day.
- 25.10 For the purpose of recognized holidays listed in Article 25.07(a) & (b), relief employees shall be paid in accordance with the provisions of the Employment Standards Act.

Article 26 - VACATIONS

- 26.01 For vacation purposes continuous service will be calculated as of the anniversary date of each employee.
- 26.02 (a) All seniority, 35 hours per week, 12 month employees covered by this Agreement shall be granted vacations at their regular rate of pay as per (i), (ii), (iii), (iv) and (v):
- | | | |
|-------|---------------------------|-----------------------|
| (i) | After 1 year of service | 2 weeks paid vacation |
| (ii) | After 5 years of service | 3 weeks paid vacation |
| (iii) | After 10 years of service | 4 weeks paid vacation |
| (iv) | After 15 years of service | 5 weeks paid vacation |
| (v) | After 20 years of service | 6 weeks paid vacation |
- (b) The vacation shall be taken when schools are not in session unless otherwise agreed by the employee and her or his immediate supervisor. Vacations shall be scheduled at the discretion of the employee's immediate supervisor.
- (c) Vacations shall not be carried over from one (1) year to another.
- (d) An employee may not forego the vacation for which they are being paid.

26.03 All other seniority employees covered by this Agreement shall be granted pay in lieu of vacation as per (a), (b), (c), (d) and (e):

- | | | |
|-----|---------------------------|----------------------------------|
| (a) | After 1 year of service | 4% of previous year's earnings |
| (b) | After 5 years of service | 6% of previous year's earnings |
| (c) | After 10 years of service | 8% of previous year's earnings |
| (d) | After 15 years of service | 10% of previous year's earnings |
| (e) | After 20 years of service | 12 % of previous year's earnings |

26.04 Employees shall receive the vacation periods or pay in lieu of vacation as set out above but shall forfeit a proportion of vacation entitlement or pay in lieu of vacation for continuous unpaid absences in excess of one (1) month.

26.05 **Clerical**

Relief employees shall receive vacation pay based on 1,820 hours equal to one year service.

Relief employees shall be paid in accordance with Article 26.03 above.

Educational Assistants

Relief employees shall receive vacation pay based on 1,025 hours equal to one year of service.

Relief employees shall be paid in accordance with Article 26.03 above.

Early Childhood Educators

Relief ECE employees shall receive vacation pay based on 1,212 hours equal to one year of service.

26.06 In addition to their regular vacation all seniority 35 hours per week, 12 month employees shall receive one (1) extra week vacation at 63 years of age to 65 years of age prior to retirement (non-cumulative each year). Entitlement of extra vacation shall be on the employee's birthday and shall be a maximum of three (3) weeks within the time period of 63 years of age to 65 years of age.

Article 27 – RETIREMENT AND PENSION PLAN

Ontario Municipal Employees Retirement System (OMERS)

27.01 (a) All full-time employees are required to become members of the OMERS as a condition of employment.

(b) Part-time employees may become members of OMERS in accordance with OMERS regulations.

27.02 (a) For those employees who are members, the Board shall make contributions to OMERS in accordance with OMERS requirements and regulations.

(b) The Board is authorized to make deductions from earnings of all employees

belonging to the retirement system in accordance with the requirements of OMERS.

- 27.03 (a) The Board shall report and make calculations regarding pensionable earnings and contributions in accordance with OMERS regulations.
- (b) For the purpose of calculating OMERS basic pension all perquisites allowable by OMERS will be included in salary.
- 27.04 Employees who were full-time employees under a predecessor Board of the Huron-Superior Catholic District School Board who have opted out of participating in the OMERS shall have the option of remaining out of the OMERS and shall not be subject to the provisions of Article 27.01(a).
- 27.05 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.

Article 28 - BENEFITS

(In addition to Central Item C5.00 Benefits)

- 28.01 (a) Premiums for benefits shall be as described below:

Effective September 1, 2009:

For full-time or part-time employees working thirty-one (31) hours per week or more, and ten (10) or more months per year, 100% of the premium shall be paid by the Board.

For full-time or part-time employees working less than thirty-one (31) hours per week, the premiums paid for by the Board will be pro-rated on the basis of normal permanent allotted hours of work per week.

- (b) The Board's benefit plans are available only to seniority full-time and part-time employees and are not available to relief employees. The Board shall not contribute to the premiums for benefits for laid off employees. Employees who have not been recalled to work by October 31st of any school year shall have their participation in the benefits plan terminated.
- (c) Employees who have pro-rated benefits under the provisions of (a) above shall be responsible for reimbursing the Board for their portion of the premiums and the Board shall be authorized to deduct such payments from an employee's pay.

Employees are not permitted to temporarily discontinue coverage during temporary layoffs, such as Christmas, March Break or the summer months.

Participation in the benefit coverage by eligible employees who work less than 31 hours per week, shall be at the written option of the employee. The employee shall advise the Board in writing of the option chosen.

- (d) Part-time employees who are normally scheduled to work less than seventeen and a half (17.5) hours per week, who are not eligible to participate in the benefits plan, and relief employees, will be paid twelve percent (12%) of their earnings in lieu of benefits, on each pay.
- 28.02
- (a) The Board is not the insurer of employee benefits. All insured benefits shall be as described in the insurance company's brochures which shall be distributed to all eligible seniority employees. All benefits shall be subject to the rules, regulations descriptions, and limitations as set out in the Master Contracts held by the Board. In any dispute, such Master Contracts shall prove binding on all parties.
 - (b) Employees who do not enroll in the benefit plans within thirty-one (31) days of becoming eligible or of cessation of coverage elsewhere, are considered to be late applicants. Late applicants must submit medical evidence to the Insurance Company by completing the Evidence of Insurability form. Further medical evidence may be requested by the carrier. Once approved for the benefit plans, coverage will be subject to the terms and conditions of the Master Contracts.
 - (c)
 - (i) **Life Insurance Plan:** Three (3) times normal annual earnings exclusive of overtime to a maximum of \$100,000.
 - (ii) Eligible seniority employees shall be allowed to purchase at their own expense a Voluntary Group Life Insurance benefit equal to one (1) times the employee's basic annual earnings to a maximum of \$75,000.
 - (d) **Long Term Disability Plan:** Eligible seniority employees who have been enrolled in the L.T.D. plan shall be provided with a Long Term Disability benefit providing seventy-five (75%) percent of normal monthly earnings after the thirteenth (13th) week of disability, to retirement age. Disability shall be defined as inability to perform the essential duties of one's job for a period of two (2) years, or inability to be otherwise employed after this period. After a period of two (2) years, all benefits except Life Insurance are terminated.

Employees who are eligible for L.T.D. benefits must apply for and use these L.T.D. benefits rather than accumulated sick leave credits. It is the responsibility of the employee to ensure that they have made application for L.T.D. benefits in a sufficiently timely manner to be granted benefits by the employee's fourteenth (14th) week of absence. The Board shall forward the application forms to the employee after thirty (30) calendar days of illness.

Employees who have made application for L.T.D. benefits as of the fourteenth (14th) week of absence shall continue to receive a salary of seventy-five (75%) percent of wages, deducted from sick leave credits (75% sick leave credit = 1 day of absence), provided that the employee has sick leave credits available. The employee shall reimburse the Board for any advance payments made under this provision upon approval of L.T.D. benefits. If the employee does not have any sick leave credits available, they will be entitled to receive benefits equal to and according to the rules and regulations of the Canada Employment Insurance Act as per Article 23.03.

L.T.D. shall terminate on the employee's 65th birthday. All other benefits terminate on employee's retirement date.

- (e) **Dental Plan:** Benefits to be based on the Ontario Dental Association fee schedule for the previous year.

The Board shall provide for orthodontic care for the employee and the employee's eligible dependents under the aforesaid policy. Such orthodontic care shall entitle the employee to a 60% reimbursement of total costs incurred by an employee and eligible dependents as defined by the insurer to a maximum of two thousand (\$2,000.00) dollars per person for the lifetime of each eligible employee or his or her dependent. Reimbursement to the employee hereunder shall be in accordance with the Ontario Dental Association's published schedule of fees for the previous year or such schedule as accepted by the insurer from time to time throughout the life of this agreement.

- (f) **Major Medical & Prescription Drug Plan:** The drug plan shall be a generic prescription drug plan with \$1.00 deductible per prescription. Vision care coverage shall be subject to a three hundred (\$300.00) dollar maximum benefit every two (2) years.

Hospital coverage for employees and dependents covered under this plan shall be for a private hospital room, where available.

- (g) When a seniority employee at the request of the Board must seek from a Doctor, certification relating to an illness or disability, the Board will pay for such a certificate.

Article 29 - WORKPLACE SAFETY AND INSURANCE BOARD

- 29.01 (a) An employee who has applied for WSIB benefits and who is awaiting approval of their claim from WSIB shall have the option of:

- (i) Receiving payment from WSIB, if and when approved

OR

- (ii) It is agreed that, when an employee is eligible for and receives approval of a claim by WSIB, the employee is entitled to one hundred percent (100%) of their usual wages and benefits from the day the accident occurred, for the duration of the employee's absence from work without deduction from sick leave credits.

- (b) Where an employee receives workers' benefits as determined by WSIB, such payments shall be directed to the Board.
- (c) The denial of workers' benefits does not preclude the use of sick leave as determined by the collective agreement.

29.02 Workplace Safety and Insurance Wage Continuance Provisions

- (a) The following provision applies to an employee
 - (i) who is absent from work as a result of illness or injury sustained at work; and
 - (ii) who has made a claim to WSIB with respect to the illness or injury sustained at work; and
 - (iii) who has been awaiting approval of the claim; and
 - (iv) who would otherwise be entitled to payment pursuant to the provisions of the Cumulative Sick Leave Plan (Article 23) or the C.E.I.C. Sick Leave Plan (Article 23.03).

For greater clarity, this provision does not apply to an employee already in receipt of Workplace Safety & Insurance payment at the time of the claim.

- (b) If the employee is unable to perform her or his regular or modified duties as a result of the illness or injury and a WSIB Functional Abilities Form from the employee's treating health care provider to this effect has been submitted to her or his supervisor, the employee may apply for payment on the form provided by the employee's supervisor and to be returned to the Human Resources Department. Upon receipt of the form the application will be processed for payment to which the employee would be entitled from WSIB if the claim was approved. Payment by the Board will be from the date of the claim and will be provided only

- (i) if the employee provides a WSIB Functional Abilities Form from the treating health care provider
 - (1) of illness or injury sustained at work satisfactory to the Board designated official; and
 - (2) that the employee is unable to perform her or his regular or modified duties as a result of the illness or injury; and
- (ii) if the employee completes and submits the form provided by their supervisor.

This form which has been provided to the employee by their supervisor will serve as the application for payment as well as the agreement between the employee and Board that any payments provided by the Board pursuant to this provision will be refunded to the Board following final determination of the claim by WSIB.

Payments will only be made by the School Board to the extent that the employee would be entitled to payment pursuant to the Cumulative Sick Leave Plan (Article 23) or the C.E.I.C. Sick Leave Plan (Article 23.03) if the Workplace Safety & Insurance claim was not approved. Any payment under this provision will continue for a maximum

duration equal to that which the employee would be covered pursuant to the Cumulative Sick Leave Plan (Article 23) or the C.E.I.C. Sick Leave Plan (Article 23.03).

- (c) If the claim for WSIB is not approved and the Board had advanced monies pursuant to the above, the monies paid as an advance will be applied towards the payments to which the employee would be entitled under the Cumulative Sick Leave Plan (Article 23) or the C.E.I.C. Sick Leave Plan (Article 23.03), including statutory deductions (ie. income tax, C.E.I.C., C.P.P., OMERS, etc.). Appropriate deductions will be made to the sick leave credits, if applicable.

29.03 When a seniority employee at the request of the Board must seek from a Doctor, certification relating to an illness or disability, the Board will pay for such a certificate.

Article 30 - TECHNOLOGICAL CHANGE

- 30.01 (a) Technological change means any change in the introduction of equipment or material that is substantially different in nature from that previously utilized.
- (b) When the Board implements technological changes, the Board agrees to notify the Union as soon as possible.
- (c) The purpose of this Article is to promote communication between the Board and the Union and to allow the Union the opportunity to inform its members of substantial changes. This Article does not confer substantive rights on individual members with respect to any disputes regarding qualifications in the context of a posting, layoff or recall grievance.

Article 31 - PRESENT CONDITIONS TO CONTINUE

31.01 If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

Article 32 - BULLETIN BOARDS

32.01 The Board will provide space on the existing bulletin boards in every work site. Where no bulletin board exists the Board shall ensure that one is provided within a reasonable period of time.

Article 33 - TERM OF AGREEMENT

33.01 (a) Term of Agreement

This agreement shall be binding and remain in effect from September 1, 2022 through to August 31, 2026 and shall continue from year to year thereafter unless either party gives notice in writing.

(b) Notice of Change

Either party desiring to propose changes to this agreement shall, within one

hundred and fifty (150) days prior to the expiry date, give notice in writing to the other party.

If notice of amendments is given by either party, the parties shall meet for the purpose of negotiations at the earliest mutually agreeable date prior to the expiration date of this agreement.

Article 34 - PRINTING OF AGREEMENT

34.01 Each employee shall receive an electronic copy of the Agreement as soon as possible following the signing of the Agreement. In addition the Union shall receive officially signed copies.

Article 35 - NO STRIKES OR LOCKOUTS

35.01 During the life of this Agreement the Union agrees there will be no strike, slowdowns, picketing or any other interference with work, and the Board agrees there will be no lockout. Strike and lockout will be as defined in the Ontario Labour Relations Act.

Article 36 - JOINT JOB EVALUATION COMMITTEE

36.01 The Board and the Union are committed to the process of Job Evaluation. As outlined in the established terms of reference, the Board and the Union agree to ensure compliance with the Pay Equity Act.

An annual review will be conducted by the Joint Job Evaluation Committee to ensure maintenance is sustained and compliance is met. The parties will meet during the month of November of each year for the purpose of reviewing Pay Equity unless another date is mutually agreed on.

36.02 The Joint Job Evaluation Committee will be comprised of a maximum of four (4) representatives from the Board and a maximum of four (4) representatives (one Clerical, one Educational Assistant, one ECE and one Plant representative) and the President from CUPE, Local 4148 and the National Representative. The Board will incur no additional cost for the President.

36.03 The Board shall prepare a new job description whenever a job is created, or a revised job description whenever the duties of a job change significantly. The Joint Job Evaluation Committee will make every effort to evaluate the position within ninety (90) calendar days.

36.04 All job descriptions shall be reviewed by the Manager of Human Resources and Superintendent responsible for Human Resources on a five (5) year cycle to determine if a re-evaluation of the committee is deemed necessary. The President of the Union and Union Secretary will receive a copy of all job descriptions reviewed.

If deemed necessary, the Joint Job Evaluation Committee will make every effort to evaluate the position within ninety (90) calendar days.

36.05 Where an employee's job is recommended and approved for placement at a higher category through this job evaluation/pay equity process, the employee will be placed at the salary/wage level in the new category at the level next step higher to their

present salary/wage.

The Employee shall continue to be eligible for an annual increment in accordance with the provisions of the Collective Agreement for their position.

- 36.06 The Board shall prepare a new job description whenever a job is created or a revised job description whenever the duties of a job change significantly.

Article 37 – EARLY CHILDHOOD EDUCATORS – GENERAL INFORMATION

- 37.01 Qualified employees hired into Early Childhood Educator classification will receive experience ratings based on their acquired experience with the board or with previous employers in accordance with the following formula.

1 year (calendar or school year) or employment = 1 year experience as per Schedule "A"

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

Casual Early Childhood Educators will progress through the grid according to the formula 194 days equaling 1 year. Progression to the next higher level will occur on the first instructional day annually in September.

- 37.02 The amount of student supervision assigned to Early Childhood Educators will at no time reduce the ration of ELP staff to children below the mandated 2 to 26 ratio during the instructional day.
- 37.03 The Board agrees to meet with the Union not less than three months prior to the introduction of any extended day programs.
- 37.04 Early Childhood Educators will be provided with time during an assessment day to collaborate and provide input working with their co-educator.
- 37.05 The board understands the importance of continued professional development (CPL). As such, in planning for PA days, the Board will ensure there is sufficient time allotted for Early Childhood Educators to work on CPL.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

For the Employer:

Joe Chilelli

Debra Perillo

amity

For the Union:

~~Cristal Kinnans~~

Susan Meszger

Brett

R

Vicky Evans

SCHEDULE "A" – WAGE RATES

(a) Clerical Wage Rates:

	Sept 1, 2022	Sept 1, 2023	Sept 1, 2024	Sept 1, 2025
Category A	\$25.05	\$26.05	\$27.05	\$28.05
Category B	\$27.97	\$28.97	\$29.97	\$30.97
Category C	\$27.97	\$28.97	\$29.97	\$30.97
Category D	\$32.21	\$33.21	\$34.21	\$35.21
Casual Secretary	\$25.87	\$26.87	\$27.87	\$28.87

(b) Educational Assistant Wage Rates:

	Sept 1, 2022	Sept 1, 2023	Sept 1, 2024	Sept 1, 2025
Category A – Early Years Assistant	\$25.05	\$26.05	\$27.05	\$28.05
Category C – Special Education Assistant	\$27.97	\$28.97	\$29.97	\$30.97

(c) Early Childhood Educator Wage Rates:

	Sept 1, 2022	Sept 1, 2023	Sept 1, 2024	Sept 1, 2025
Letter of Permission	\$23.02	\$24.02	\$25.02	\$26.02
Qualified 0 Years	\$24.48	\$25.48	\$26.48	\$27.48
Qualified 1 Year	\$26.46	\$27.46	\$28.46	\$29.46
Qualified 2 Years	\$28.42	\$29.42	\$30.42	\$31.41
Qualified 3 Years	\$30.37	\$31.37	\$32.37	\$33.37
Qualified 4+ Years	\$32.21	\$33.21	\$34.21	\$35.21

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

SCHEDULE "B" – JOB CLASSIFICATIONS

Category	Job Title
-----------------	------------------

- | | |
|---|--|
| A | Library Maintenance Worker |
| B | Accounts Payable Clerk
Secretary, Curriculum Department & Switchboard Support
Secretary, Special Education Department
Switchboard Operator / Call-out Allocator |
| C | Central Office Clerical Assistant
Elementary School Secretary
Secondary School Secretary
Secondary School Secretary and Library
Secondary School Secretary – Student Services
Secretary – Holy Angels Learning Centre |
| D | Secondary School Senior Secretary |

The following is a list of former positions that have not been evaluated or positions that are no longer active:

Clerical

- Clerk Typist – Special Ed.
- Computer Support & Training Assistant
- Library Secretary
- Machine Operator
- Part-Time Clerk (Media Resource Centre)
- Payroll Clerk
- Revenue and Accounting Clerk
- Secretary to the Computer Co-ordinator
- Secretary to the Curriculum Consultant and Special Education Consultant (Elementary)
- Secretary – Curriculum Dept./Media Resource Centre
- Secretary – Media Resource Centre
- Secretary – School Effectiveness and Student Success

Educational Assistant

- Intervenor
- Teacher/Classroom Assistant

LETTER OF UNDERSTANDING – A

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: Ontario Health Insurance Plan

It is agreed that the Board will reinstate the policy of paying one hundred (100%) percent of the rates of the Ontario Health Insurance Plan should the O.H.I.P. rates change from being employer based through the Employer Health Tax, to being employee based. The O.H.I.P. benefit will be reinstated in accordance with Article 20.01(c) and Article 20.05 of the 1988-90 C.U.P.E. Clerical Collective Agreement and in accordance with the status of O.H.I.P. at the time of ratification of the First Collective Agreement (February 2, 1993) with the Educational Assistants.

Dated this 16th day of February, 2023.

For the Employer:

Joe Chitelli
Debra Perillo
Kathy

For the Union:

Cristal Krantz
Susan Meszger
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING - B

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: Pregnancy/Parental Leave

It is agreed that the Board will reinstate the language regarding Pregnancy/Parental Leave in accordance with Article 23.03 (b) and (d) of the 1999-2001 C.U.P.E. Clerical and Educational Assistants Collective Agreement should the Employment Standards Act be amended to allow for a lesser Pregnancy/Parental Leave than one year.

Dated this 16th day of February, 2023.

For the Employer:

Joe Chitelli
Debra Perillo
Kathy

For the Union:

Cristal Kramton
Susan Meehager
BSU
Vicky Evans

LETTER OF UNDERSTANDING - C

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: OMERS Contributory Earnings

The following definition of contributory earnings is provided for information purposes only and is non-grievable. Contributory earnings must include all regular recurring earnings as determined by the OMERS Pension Plan as may be amended from time to time.

For all pension and other compensation purposes the parties agree that contributory earnings must include all regular recurring earnings including the following:

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g. flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be "kept whole" e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (e.g. educational or car allowance);

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

Dated this 16th day of February, 2023.

For the Employer:

Joe Chilelli _____
 Darla Perillo _____
 Emily _____

For the Union:

~~Cristal Kwantson~~ _____
 Susan Mesinger _____

 Brett _____

 Vicki Evans _____

LETTER OF UNDERSTANDING - D

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: Medication and Medical Procedures

Educational Assistants or Clerical members shall not be required to administer medication or perform medical procedures to students.

When a seniority employee agrees to administer medication or perform procedures, the employee shall only do so after obtaining the required authorization and receiving proper training, where necessary, by qualified persons. All medications shall be administered in accordance with Board Policy.

Dated this 16th day of February, 2023.

For the Employer:

Joe Chilelli
Daria Perillo
Kathy

For the Union:

~~Cristal Kwan~~
Susan Meezyer
Brett
Vicky Evans

LETTER OF UNDERSTANDING - E

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: Workplace Violence

The Board is committed to providing a safe work environment for all employees and recognizes its responsibilities under the Occupational Health and Safety Act and will adhere to Board Policy and Procedural Guidelines with respect to violence in the workplace.

For the purposes of this Letter of Understanding, the OHS Act defines workplace violence as:

- the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker
- an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker
- a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

The Board will continue to maintain a Workplace Violence policy and procedural guidelines. The Joint Health and Safety Committee will review the policy and procedural guidelines on an annual basis and make recommendations for revisions to the Board based on changes in legislation.

As part of the procedural guidelines, the Board will continue to:

- provide information and instruction to employees regarding potential risks related to workplace violence;
- provide information in writing to the Joint Health and Safety Committee on all completed workplace risk assessments;
- complete annual workplace risk assessments at all Board worksites.

The Board shall assess the risks of workplace violence as often as necessary, but at least annually prior to the new school year, to determine if the measures and procedures in place continue to protect employees from workplace violence. The results of an assessment or reassessment of the risks of workplace violence shall be shared with the Joint Health and Safety Committee.

In addition, the procedural guidelines, supporting documentation and forms are posted on the Board website and available to all employees.

Upon creation or review of the student safety plan, should a potential risk be identified for workplace violence, the plan will include provisions for additional staff support and back-up when a need arises. The Supervisor will determine what form this additional support will take and when/if this support will be implemented.

When a safety plan is initially developed, the Board will ensure that Educational Assistants (EA) and Early Childhood Educators (ECE) are given the opportunity to provide input into the development of the safety plan for students they support. After a violent incident has occurred, the EA and/or ECE will be invited to the meeting held to discuss the modification of the safety plan related to the students they support. These meetings may also be held before or after school hours. In such cases, the EA and/or ECE may submit a timesheet.

Dated this 16th day of February, 2023.

For the Employer:

Joe Chilelli
Debra Perillo
Kimley

For the Union:

Cristal Kimanta
Susan Meszger
Brett
Vicky Evans

LETTER OF UNDERSTANDING - F

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: Professional Collaboration PPM-159

The Huron-Superior Catholic District School Board and the Canadian Union of Public Employees, Local 4148-03 agree to promote Professional Collaboration as outlined in PPM-159 dated May 31, 2019, or as amended from time to time, by Ministry of Education.

Collaborative professionalism is defined as professionals – at all levels of the education system – working together, sharing knowledge, skills and experience to improve student achievement and well-being of both students and staff.

This Policy/Program Memorandum (PPM) clarifies a shared commitment of stakeholders to building a culture of collaborative professionalism in Ontario's education system. The core priorities of this commitment include:

- building a shared understanding of collaborative professionalism, and articulating a commitment to working together to further improve student achievement and well-being of both students and staff;
- transforming culture and optimizing conditions for learning, working and leading at all levels of the education sector in alignment with Achieving Excellence: A Renewed Vision for Education in Ontario.

Dated this 16th day of February, 2023.

For the Employer:

Joe Chilelli
Dorla Perillo
Kathy

For the Union:

~~Cristal Kinanta~~
Susan Madsager

Brett
Vicky Evans

LETTER OF UNDERSTANDING - G

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: Placement Meeting for Early Childhood Educators

1. The Manager of Human Resources shall arrange a meeting with the Union representatives and the Board to be held by the last week of June or at a time mutually agreed upon between the Board and the Union. The meeting will be held at the Board office, or virtually, at which time the determination of all placements for the following school year shall occur.
2. As soon as possible prior to the meeting date all seniority Early Childhood Educators will be sent a package, that includes the following:
 - ECE placement form
 - seniority list
 - initial list of redundancies and available postings

All documentation noted above will be sent at least one week prior to the placement meeting date. All Early Childhood Educators are required to submit their completed placement form to Human Resources by the deadline date, as agreed to with Union executive. If the form is not received by the deadline date, the Early Childhood Educators will be placed without their preference being known.

3. All Early Childhood Educatorss shall be given notice of the date the Board and Union representatives will be meeting. All employees should make themselves available on that date in the event that they need to be contacted.
4. The Human Resources Department, in consultation with Union representatives, will place employees by following the seniority process and all Collective Agreement language regarding recalls, redundancies, postings and bumping.
5. **Placement Process**

The Human Resources Department, in consultation with union representatives, will place Early Childhood Educators by following the seniority process and all collective agreement language regarding recalls, redundancies, postings and bumping.

During the placement process, the Human Resources Department will follow these steps to place Early Childhood Educators into a school. Every attempt will be made to place Early Childhood Educators into their highest preference possible.

LETTER OF UNDERSTANDING - H

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: Placement Meeting for Educational Assistants

5. The Manager of Human Resources shall arrange a meeting with the Union representatives and the Board to be held by the last week of June or at a time mutually agreed upon between the Board and the Union. The meeting will be held at the Board office, or virtually, at which time the determination of all placements for the following school year shall occur.
6. As soon as possible prior to the meeting date all seniority Educational Assistants will be sent a package, that includes the following:
 - EA placement form
 - seniority list
 - summary of students with special needs
 - initial list of redundancies and available postings

All documentation noted above will be sent at least one week prior to the placement meeting date. All Educational Assistants are required to submit their completed placement form to Human Resources by the deadline date, as agreed to with Union executive. If the form is not received by the deadline date, the Educational Assistant will be placed without their preference being known.

7. All Educational Assistants shall be given notice of the date the Board and Union representatives will be meeting. All employees should make themselves available on that date in the event that they need to be contacted.
8. The Human Resources Department, in consultation with Union representatives, will place employees by following the seniority process and all Collective Agreement language regarding recalls, redundancies, postings and bumping.

5. Placement Process

The Human Resources Department, in consultation with union representatives, will place Educational Assistants by following the seniority process and all collective agreement language regarding recalls, redundancies, postings and bumping.

During the placement process, the Human Resources Department will follow these steps to place Educational Assistants into a school. Every attempt will be made to place Educational Assistants into their highest preference possible.

LETTER OF UNDERSTANDING - I

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: School Funds

It is generally understood that clerical employees and educational assistants are not required to collect, count, deposit and/or hold monies. The Early Childhood Educators may be required to collect, record and hand in classroom money.

Whereas the Board and the Union had formed a committee to establish policies and guidelines regarding school funds procedures, it is understood that the bargaining unit will continue to have representation on the committee struck for this purpose.

Dated this 16th day of February, 2023.

For the Employer:

Joe Chilelli
Debra Perillo
Kim H. Ly

For the Union:

~~Crystal Kwan~~
Susan Meehager
[Signature]
[Signature]
Vukobratovic

LETTER OF UNDERSTANDING - J

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: Health and Safety

The Board is committed to providing a safe work environment for all employees and recognizes its responsibilities under the Occupational Health and Safety Act. The Board will adhere to Board Policy and Procedural Guidelines, including the health and safety protocols as posted on the Board website.

It is agreed that both parties will cooperate towards the prevention of accidents and the promotion of health and safety. The Board will make reasonable provisions for the safety and protection of the health and safety of employees during the hours of employment.

The parties recognize the responsibility of the Board and employees to report any workplace accident, injury or work-related disease in accordance with the Workplace Safety and Insurance Act. The Board recognizes the internal responsibility system (IRS) and everyone's shared responsibility in working together to identify and control situations (hazards) that could cause harm.

The Board and the employees recognize their obligations under the Occupational Health and Safety Act (OHSA) and its accompanying regulations.

The parties agree that any employee shall have the duty to raise health and safety issues to their immediate Supervisor and that the Supervisor shall investigate such health and safety issues and when necessary bring the matter forward to the Joint Health and Safety Committee (JHSC).

Dated this 16th day of February, 2023.

For the Employer:

Joe Chilelli
Dorla Perillo
Unity

For the Union:

~~Cristal Kinanta~~
Susan Madsager
Brett
Vukobran

LETTER OF UNDERSTANDING - K

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: Return to Work and Accommodation

The Board is committed to protecting the health and well-being of our employees and to adhere to the Return to Work and Accommodation Board Policy and Procedural Guidelines, including the Occupational Health and Safety Act and applicable legislation.

The objective of the Return to Work (RTW) Program is to provide a caring and consistent process through which the Board will support all employees who incur a disabling illness or injury in a successful and timely reintegration to their pre-injury positions in conjunction with their recovery to optimal functioning. The Board will make every reasonable effort to provide suitable return to work opportunities for every employee who is unable to perform their regular duties following an occupational or non-occupational illness or injury to the point of undue hardship.

The parties recognize the responsibility of the Board, employees and the Union in working together in sustaining a culture of prevention and enhanced well-being for the employee. This shall be achieved through the establishment, integration and maintenance of prevention, accident, illness and disability management standards, programs, procedures and best practices.

Dated this 16th day of February, 2023.

For the Employer:

Joe Chitelli

Debra Perillo

Kimmy

For the Union:

Cristal Kinsanta

Susan Metzger

Bert

[Signature]

Vicky Evans