



AGREEMENT

Between

THE WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD

And

CANADIAN UNION OF PUBLIC EMPLOYEES

And

LOCAL 1358.1, EDUCATIONAL ASSISTANTS

September 1, 2022 – August 31, 2026

APPENDIX I

CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

a. Dispute Resolution

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

b. Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

- a. The central parties shall each have the following rights:
- i. To file a dispute with the Committee.
 - ii. To file a dispute as a grievance with the Committee.
 - iii. To engage in settlement discussions, and to mutually settle a dispute or grievance.
 - iv. To withdraw a dispute or grievance it filed.
 - v. To mutually agree to refer a dispute or grievance to the local grievance procedure.
 - vi. To refer a grievance it filed to final and binding arbitration.
 - vii. To mutually agree to voluntary mediation.
- b. The Crown shall have the following rights:
- i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.
 - ii. To participate in any matter referred to arbitration.
 - iii. To participate in voluntary mediation.

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

iv. The remedy requested.

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation /Expedited Meditation

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

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

C4.16 Arbitration

- a. Arbitration shall be by a single arbitrator.

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

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

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

C5.2 Funding

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

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

C5.3 Cost Sharing

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

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

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

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

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

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

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

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

C15.00 PROFESSIONAL ACTIVITY DAYS

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

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

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - Medical Certificate

PART 1

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

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

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

<p>I, _____ hereby authorize my Health Care Professional(s) _____ to disclose medical information to my employer, _____.</p> <p>In order to determine my ability to fulfill my duties as a _____ from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated _____ dd _____ mm _____ yyyy for my absence starting on the _____ dd _____ mm _____ yyyy</p> <p>Signature _____ Date _____</p>	<p>Dear Health Care Professional, please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.</p> <p><u>Please return the completed form to the attention of:</u></p>
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Employee ID:	Telephone No:
Employee Address:	Work Location:
Health Care Professional: The following information should be completed by the Health Care Professional	
First Day of Absence:	
General Nature of Illness* (<i>please do not include diagnosis</i>):	
Date of Assessment: dd mm yyyy	<input type="checkbox"/> 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. (<i>please complete all that is applicable</i>)	

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

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

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

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

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

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

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

Have you discussed return to work with your patient?

- Yes
- No

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

- Regular full time hours
- Modified hours
- Graduated hours

Start Date: **dd mm yyyy**

Is the patient on an active treatment plan?:

- Yes
- No

Has a referral to another Health Care Professional been made?

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

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

- Yes
- No

Please check one:

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

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

PART 3 – Confirmation and Attestation

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

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

Completing Health Care Professional Name:

(Please Print)

Date:

Telephone Number:

Signature:

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues:

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

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

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

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. Funding reductions directly related to services provided by bargaining unit members; or d. School closure and/or school consolidation.

2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
 - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - B. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
 - c. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

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

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

The committee will identify existing recruitment, retention and promotion strategies that aim to eliminate barriers for individuals who identify as members of historically underrepresented groups. In addition, the committee will review training and education programs that support the creation of positive, equitable and inclusive workplaces, and foster diverse and inclusive workforces. Once jointly identified, materials and resources may be shared with school boards and CUPE locals.

III. MEMBERSHIP

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

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

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

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING # 10

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives Committee

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

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leave

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

LETTER OF AGREEMENT # 13

BETWEEN

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

and

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

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

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

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

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

The task force will:

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

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

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

MEMORANDUM OF UNDERSTANDING #1

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

BETWEEN

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

AND

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

RE: Actuarial Variation

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

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

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

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

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

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

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

APPENDIX III

Community Use of Schools Investment	
DSB Name	\$
Algoma DSB	4,417
Algonquin and Lakeshore Catholic DSB	4,558
Bluewater DSB	7,113
Bruce-Grey Catholic DSB	1,608
Catholic DSB of Eastern Ontario	4,814
CÉP de l'Est de l'Ontario	6,144
CS catholique Mon Avenir	6,415
CS catholique Providence	4,228
CS Viamonde	4,747
CSD catholique de l'Est ontarien	5,191
CSD catholique des Grandes Rivières	3,613
CSD catholique du Centre-Est de l'Ontario	7,802
CSD catholique du Nouvel-Ontario	3,574
CSD catholique Franco-Nord	1,260
CSD du Grand Nord de l'Ontario	1,977
CSD du Nord-Est de l'Ontario	1,119
DSB of Niagara	14,460
DSB Ontario North East	4,951
Dufferin-Peel Catholic DSB	31,209
Durham Catholic DSB	8,163
Durham DSB	25,822
Grand Erie DSB	10,719
Greater Essex County DSB	12,354
Halton Catholic DSB	11,833
Halton DSB	21,477
Hamilton-Wentworth Catholic DSB	165
Hamilton-Wentworth DSB	17,826
Hastings and Prince Edward DSB	6,802
Huron Perth Catholic DSB	47
Huron-Superior Catholic DSB	2,064
Kawartha Pine Ridge DSB	12,589
Keewatin-Patricia DSB	2,820
Lakehead DSB	3,792
Lambton Kent DSB	9,693
Limestone DSB	8,416
London District Catholic School Board	7,165
Near North DSB	4,719
Niagara Catholic DSB	8,288
Nipissing-Parry Sound Catholic DSB	1,291
Northeastern Catholic DSB	1,143
Northwest Catholic DSB	518
Ottawa Catholic DSB	231
Peel DSB	55,581
Peterborough V N C Catholic DSB	5,638

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

PART B LOCAL TERMS

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ARTICLE 1 – PURPOSE

1:01 This agreement is undertaken to establish mutually satisfactory relations between the Employer and employees represented by the Union to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages and to promote the morale, well-being and security of all employees within the Bargaining Unit and the best interest of the Employer.

ARTICLE 2 – DEFINITIONS

- 2:01
- (a) The term “permanent employee” when used in the Agreement refers to employees employed by the Board on a “full-time” or “part-time” basis who have passed their probationary period.
 - (b) The term “probationary employee” when used in this Agreement refers to employees employed by the Board who have neither acquired “permanent employee” status nor “seniority” (as set out elsewhere in this document).
 - (c) The term “full time” when used in this Agreement refers to employees employed by the Board for thirty-five (35) hours per week.
 - (d) The term “part-time” when used in this Agreement refers to employees employed by the Board for less than twenty-four (24) hours per week.
 - (e) The term “temporary employee” when used in this Agreement refers to employees engaged by the Board on a temporary basis for a period not longer than twelve (12) months to replace a permanent or probationary employee who is temporarily absent for reasons of illness, injury, disability, parental leave or other approved leave of absence.
 - (f) The term “long term assignment,” when used in this agreement, refers to employees working for four (4) months or greater in any given year.
 - (g) Job vacancies refer to vacancies caused by such events as death, retirement, resignation, discharge, promotion or demotion, creation of a new position within an existing classification.
 - (h) The term “unassigned” when used in this Agreement refers to employees employed by the Board who have lost their permanent assignment due to:
 - i) being granted a leave of absence of more than one (1) year or where an extension to an existing leave is granted that extended the leave beyond one (1) year period.
 - ii) being on sick leave longer than twenty-four (24) months.
 - iii) being on maternity leave which has been extended beyond eighteen (18) months.
 - iv) being declared surplus and the assignment no longer exists
 - (i) The term “transfer” when used in this Agreement refers to situations where an employee moves to another position in the same pay grade.

- (j) For the Elementary School Year:
- the first school term ends with the commencement of the Christmas Break
 - the second school term ends with the commencement of the March Break.
 - the third school term ends with the conclusion of the School Year as defined by the Ministry of Education
- (k) For the Secondary School Year:
- In a semestered school:
- the first school term ends with the completion of the first semester exam/P.D. schedule
 - the second school term ends with the conclusion of the school year as defined by the Education Act.
- In a non-semestered School:
- the first term ends with the completion of the first term on January 31.
 - the second term ends with the conclusion of the school year as defined by the Education Act.

ARTICLE 3 – RECOGNITION

- 3:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Windsor-Essex Catholic District School Board employed as educational assistants save and except supervisors and persons above the rank of supervisor.
- 3:02 It is agreed that an authorized representative of the Union may enter premises under the jurisdiction of the Employer at reasonable times on Union business provided that such entry shall not disrupt the normal routine of the Board.

ARTICLE 4 – TEMPORARY EMPLOYEES

- 4:01 Temporary employees shall be paid the probationary rate as per Schedule “A” for all hours worked.
- 4:02 Temporary employees shall have no rights under the Collective Agreement, except as specifically set out therein. Deduction and remittance of Union dues shall be made for such employees.
- 4:03 If a temporary employee becomes a permanent employee, the Employer shall grant retroactive seniority rights equal to the number of days actually worked during his/her most recent assignment or actual days worked in the preceding twelve (12) months whichever is greater. This is determined by dividing the total number of hours by 7.0, which is equivalent to a full-time day.

- 4:04 When a long-term temporary vacancy occurs, it shall be assigned to a temporary employee from the approved Temporary Hiring Pool (Article 12) prior to hiring an outside candidate.
- 4:05 On October 15 and May 15 of each school year, the Employer shall provide the Union with a list of the names, addresses, phone numbers and qualifications of all temporary employees. Temporary employees who have requested pool status, and those who have been granted pool status shall be identified.

ARTICLE 5 – MANAGEMENT FUNCTIONS

- 5:01 The management of the operations of the Employer and the direction of its employees shall continue to be vested in the employer including, without limiting the generality of the foregoing, the right to hire, transfer, discharge, promote, demote and discipline employees subject to the terms of this Agreement and the right of the Union and/or the employees concerned to lodge a grievance in the manner herein provided.
- 5:02 The Union acknowledges and recognizes that in the exercise of its management functions, the Employer may make such rules and regulations lodge a grievance in the manner herein provided.

ARTICLE 6 – NO DISCRIMINATION

- 6:01 (a) The Board and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by the membership or non-membership in the Union or by reason or exercising their rights under the Collective Agreement.
- (b) The Board and the Union agree that this Collective Agreement shall be applied in a manner which fully supports the basic equality of all employees.
- (c) The Board and the Union agree that every employee has a right to freedom from all forms of harassment.
- (d) Any employee shall have the right to seek redress in accordance with the Board's harassment policy if that employee believes he/she has been harassed.

ARTICLE 7 – UNION DUES

- 7:01 Each pay period the Employer will deduct from the pay of each Employee, who is covered by this Agreement, to whom any pay is due in that period, an amount equal to his/her regular Union dues and initiation fee. The Union shall notify the Employer in writing of the amount of such dues from time to time.

7:02 The Board shall forward such deductions to the Secretary-Treasurer or designate, of the National Union not later than the 15th of the month following the month in which the deductions were made. Such remittance shall be accompanied with an electronic list of the names, addresses, phone numbers, hours worked, wage rate, wages, employee number, work email addresses, status and classifications of all employees from whose wages the deductions have been made. The list shall also indicate the amount of dues deducted from each employee. The Employer shall forward a copy of this electronic list to the secretary-treasurer or designate, of the Local.

7:03 Once each month, the Secretary and the President of the Union will be notified in writing of all appointments, hirings, lay-offs, recalls and terminations of employment (other than an employee employed for less than ten (10) consecutive working days) during the previous month. The work site of all new employees shall be supplied to the Union with the notification of hire.

ARTICLE 8 – STRIKES AND LOCKOUTS

8:01 The Union agrees that during the term of this Agreement there shall be no strikes, suspension or slow down of work, picketing or other interference with the operation of Board's business and to this end the Union will take affirmative action to prevent an employee from engaging in any such activity. The Board agrees that there shall be no lockout of the employees.

ARTICLE 9 – UNION REPRESENTATION

9:01 (a) The LABOUR MANAGEMENT COMMITTEE consisting of not more than four (4) representatives designated by the Union from 1358.1 and 1358.2 and four (4) representatives designated by the Employer.

(b) The BARGAINING COMMITTEE consisting of not more than five (5) employees, for the purpose of negotiating this agreement and its renewal. The President of Local 1358 shall be recognized as an additional member for the committee.

(c) The GRIEVANCE COMMITTEE consisting of two (2) representatives of the union, who shall be stewards, and/or members of the Union Executive Board, for the purposes of processing grievances. With mutual consent of the Parties, in writing, the President of the Union may be recognized as an additional member of the Committee.

9:02 The Employer will not be required to recognize or deal with employees on any of the Committees in Article 9 unless those employees have acquired seniority under Article 10 and the Union has notified the Employer in writing of the names of such employees and the Committees of which they are members from time to time.

- 9:03 No employee shall leave his/her work on Union business without prior consent, which consent shall be cleared through the Superintendent of Human Resources or his/her designate, and such consent shall not be unreasonably withheld.
- 9:04 The Employee shall suffer no loss of pay or benefits due to the requirement of attendance at meetings (per Article 9:01) with the Employer.
- 9:05 A full-time representative of the Union may attend meetings of any of the Committees in Article 9:01.
- 9:06 It is the policy of the Parties that all correspondence between them (except for grievance handling and dues deduction matters) shall pass to and from the Director of Education and/or the Superintendent of Human Resources or his/her designate and the Union Secretary and/or the President of the Union Local.
- 9:07 The Employer agrees to inform a new employee, at the time of hiring, that a Union agreement is in effect and to provide an electronic copy of the Collective Agreement directly to their board email.
- 9:08 (a) Where the Employer conducts staff orientation for newly hired temporary employees, the Union will be provided with thirty (30) minutes during such session to make a presentation about membership in the Union. The Employer will leave the room during the union presentation.
- The Union will provide the Employer with copies of materials used in such session and will not disparage the Employer during the presentation.
- (b) A representative of the Union shall be given an opportunity to interview each new employee within regular working hours and without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of discussing with the new employee the benefit and duties of Union membership.
- 9:09 The Employer shall make available to the Union, upon request, information required by the Union regarding job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, pension and welfare plans required for collective bargaining purposes.
- 9:10 Copies of all Official Board Policies are found on the Board's website.

ARTICLE 10 – SENIORITY

- 10:01 "Seniority" means the length of continuous service with the Employer and any predecessor Boards as an employee covered by this Agreement.

- 10:02 An employee shall be considered a probationary employee until he/she has completed 390 hours or four (4) months worked during any twelve (12) consecutive month period or whichever occurs first, after which his/her name shall be placed on the seniority list mentioned in Article 10:03 and his/her seniority shall date back to the date of his/her original date of hire. No grievance may be submitted concerning the termination of employment, lay-off or disciplining of a probationary employee. Benefits shall commence for new employees effective the first day of the month following the month of hire.
- 10:03 The Employer will maintain a seniority list showing each employee's name in order of seniority, the date upon which such seniority commenced the employee's occupational classification and current work location. The Employer will revise the seniority list semi-annually, effective October 1 and February 1, and send a copy via electronic format to the Union President, and posted on the website. Complaints about the accuracy of a seniority list will be considered within fifteen (15) working days of the date of such posting and, if no complaint or grievance is received within that time, the list shall be deemed to be accurate.
- 10:04 An employee who is absent from work due to illness, accident or approved paid leave of absence shall continue to accumulate seniority during the period of such absence or where otherwise specified.
- 10:05 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated for any of the following reasons or conditions:
- i. He/she resigns. An employee shall advise his/her employer at least ten (10) working days prior to termination of employment.
 - ii. He/she is discharged and not reinstated through the grievance procedure or arbitration procedure.
 - iii. He/she fails to return from leave of absence without notifying the Employer at least five (5) days prior to the date of the expiry of the leave of absence, unless such failure to notify is proven, to the satisfaction of the Employer, to be beyond the employee's control.
 - iv. He/she is absent from work without permission for more than two (2) consecutive days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control.
 - v. He/she fails to report to work after a lay-off within seven (7) calendar days after receiving notice of recall by registered mail to the last address of the employee of which the Employer has record, unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the employee's control. An employee is responsible for advising the Employer in writing of his/her address from time to time while he/she is on lay-off.
 - vi. He/she is laid off for a period longer than twenty-four (24) consecutive months.
 - vii. He/she retires or is retired.

- 10:06 Notwithstanding anything to the contrary in this Agreement, should employees of other School Boards who would be members of this bargaining unit become employees of the Employer as a result of the purchase, amalgamation, or taking over in any other way, the schools and/or facilities of another School Board, the following shall apply:
- (a) The seniority of such employees recognized by other School Boards shall be credited to them by this Employer;
 - (b) They shall be paid at an hourly rate of pay as set out in this Agreement unless at the time of such purchase, amalgamation, take over or the like the employee'(s) rate of pay with other School Boards is higher in which case such employee will be paid the higher rate of pay but such pay rate shall be red circled until such time as the hourly rate pursuant to this Agreement exceeds the said rate;
 - (c) Subject to the provisions of any legislation dealing with such transfers of employment, the Employer shall recognize the sick leave days accumulated and recognized for such employee(s) by other School Boards up to the maximum number of days permitted pursuant to this Agreement;
 - (d) All other benefits and rights shall be as set out in this Agreement;
 - (e) The Employer shall not be required to post the position of employees who have become employees of this Board as the result of the eventualities set out in this Article.

10:07 The selection and assignment of employees to positions outside the bargaining unit are not governed by this agreement. In the event an employee is or has been promoted to any such position and is within two (2) school years returned to a position within the bargaining unit he/she shall retain their previously accrued seniority and departmental seniority. Upon such return within two (2) school years from the date he/she was employed outside the bargaining unit he/she shall be placed in a job consistent with his/her qualifications and such seniority, provided that no employee in the bargaining unit shall be displaced or laid off as a result of such placement. Article 11 shall not apply to such placement.

ARTICLE 11 – JOB POSTINGS AND ASSIGNMENTS/TRANSFERS

- 11:01
- (a) Any and all permanent vacancies [as defined in 2:01 (f)] must be filled through the posting process.
 - (b) Vacancy posting dates shall be: June 1st, July 1st and August 1st Postings left unfilled after each posting date shall be reposted on the following posting date.
 - (c) Subsequent to August 1st, any newly created or vacated permanent positions (i.e. vacancies as a result of the August 1st postings or new allocations during the school year) that become available for the remainder of the school year will be filled temporarily and posted the following June.

- 11:02 Any vacancy that has been posted on one or more of the posting dates and remains vacant will be awarded as follows:
- i. to the most senior qualified full-time unassigned Educational Assistant.
 - ii. Further vacancies will be filled from a list of qualified permanent part-time Educational Assistants who wish to increase their hours of work. These positions will be offered to individuals by seniority. If the vacant position(s) is part-time, it is understood that these positions will be offered to individuals by seniority where the vacant position(s) will not conflict with their existing position.
 - iii. If a vacancy remains after all unassigned part time Educational Assistants are placed, the Board may hire persons to fill these vacancies and such hires will be deemed permanent employees. A list of these positions and the member filling the position shall be sent to the union.
 - iv. If the position remains unfilled, the Employer shall give consideration to applicants from the CUPE Local 1358.2 bargaining unit prior to going outside the bargaining unit to fill the vacancy.
- 11:03
- a) The Board will post notices of vacancy under 11:01(b) for a period of five (5) working days online.
 - b) The notice will contain the job title, the location of the position, the posting number, any particular requirements of the job, the hours of work, the name of the official to whose attention applications are to be directed and the rate of pay.
 - c) An employee who wishes to apply for any posted vacancy shall make an application to the said official on the prescribed form available online during the period of five (5) working days outlined in 11:03 (a). A copy of the application shall be provided to the Union. It is the employee's responsibility to provide accurate updated information on the application form.
- 11:04 At the close of posting, the successful applicant will be notified within seven (7) working days during the month of June and fourteen (14) working days during the month of July and August. The successful applicant will accept or decline the offered position within 2 (two) hours when contacted verbally. If the Board is unable to reach the successful applicant within 1 working day the Board may offer the vacancy to the next most senior applicant. The job left vacant by the successful applicant for the initial posting shall be posted subject to 11:01 (a).
- 11:05 Seniority shall be the determining factor in cases of job postings within the bargaining unit, provided the employee or employees who are affected have the skill, ability and qualifications required.
- 11:06 The Board will give reasonable notice of not less than five (5) working days of its intention to transfer an employee with the reason for the transfer.

In extenuating circumstances, the Superintendent of Human Resources may grant additional notice, but the minimum notice periods may only be changed by agreement with the Union in writing.

- 11:07 (a) Where two (2) employees working in different schools in the same job classification wish to exchange schools on a permanent or temporary basis, they shall make an application to the appropriate Superintendent in writing between May 1st and July 31st of any year. The Superintendent shall not unreasonably withhold approval. The exchange shall be granted commencing with the September term if possible. It is further understood and agreed that the "term" temporary as used in this clause shall be for a period of one (1) year.
- (b) The Employer will maintain a voluntary exchange list. All employees will have access to the exchange list.
- 11:08 (a) If an Educational Assistant assignment within the work site is eliminated or reduced, the employee within that work site with the least bargaining unit seniority in the school will be declared surplus to the work site.
- (b) The Educational Assistant declared surplus shall be given the notice prescribed in Article 11:06 before being transferred to another work site.
- (c) Should a reduction of staff occur, during the school year, at a school where there is also a temporary assignment, the temporary employee in the temporary assignment would be relocated/re-assigned. The permanent employee being reduced at the school would assume the temporary position for the remaining time, if he/she desires.
- (d) Where a position is reduced at a school subsequent to January 1st and a new position is created at the school prior to June 1st (the first vacancy posting date) of the same year, the employee displaced as a result of the reduction shall be offered the opportunity to revert to the new position. Should the employee not elect to revert prior to June 1, the position shall be posted in the normal course and the employee shall no longer have the right to elect to revert back to the position.
- 11:09 The Board will provide the Union with the projected EA allocations and redundancies at each school for the coming year. Such information shall be provided no later than May 30 of each year.

ARTICLE 12 - TEMPORARY EMPLOYEE HIRING POOL

- 12:01 Educational Assistants on the Education Assistants Supply List (Temporary Employees) may indicate a desire to be hired to permanent positions. The Board shall establish, and maintain a Temporary Employee Hiring Pool consisting of a maximum of twenty (20) temporary employees.

- 12:02 The Board will pre-screen the temporary employees requesting an interview. The selection of employees to be interviewed shall be at the sole discretion of the Employer, based on experience, recommendations, qualifications, attendance, performance records, other relevant factors related to the aim of providing the best possible program and ensuring the well-being of students.
- 12:03 Candidates shall be interviewed by a Committee in accordance with Board Policy.
- 12:04 Temporary employees who have been interviewed and recommended for permanent positions shall be placed in an approved pool. Seniority in the Pool shall be based on accumulated temporary seniority.
- 12:05 If a permanent vacancy remains unfilled after the posting process has been completed, the vacancy will be filled from the Temporary Employee Hiring Pool in order of seniority per Article 12:04.

ARTICLE 13 – LAYOFF/RECALL

- 13:01 A layoff is defined as a reduction in the workforce or a reduction in the regular hours of work.
- 13:02 In the event of lay-off, lay-offs shall be in the following order:
- i. probationary employees;
 - ii. employees in reverse order of seniority, provided that the person(s) to be retained hold(s) the necessary skill, ability, and qualifications for the position(s) including the required standard of competence in the language or languages of the school or workplace.

Recall shall take place in the reverse order of the foregoing provided that person(s) to be recalled have the skill, ability and qualifications for the position(s) to be filled.

If there are temporary employees in any position(s) during any layoff those positions shall be offered to permanent employees prior to being laid off.

- 13:03 Employees to be laid off shall be given notice of such layoff as follows:
- i. All employees with seniority laid off for fifteen (15) or more calendar days shall receive fifteen (15) calendar days notice.
 - ii. All employees with seniority laid off for less than fifteen (15) calendar days shall receive five (5) calendar days notice.

If the employee has not had the opportunity to work the number of days provided in this Article, he/she shall be paid for all days for which work was not made available. In returning to work following such lay-off or reduction in staff, the last employee laid off shall be the first employee recalled.

- 13:04 No new employee will be hired until a person who is on lay-off has been given an opportunity for recall, provided such person has the skill, ability and qualifications to do the work in question.
- 13:05 If an employee with seniority who is to be laid off wishes to seek employment in a vacant position under the Employer's jurisdiction rather than be laid off, such employee shall forthwith send notice in writing to the Superintendent of Human Resources or his/her designate and the latter shall, without abrogating other bargaining units' rights, use his/her best efforts to place the employee providing he/she has the skill, ability and qualifications to perform any work which is available. Article 11 shall not apply.
- 13:06 Notwithstanding any other provision in this collective agreement, the President and Vice-President of the Union shall be the last to be laid off.
- 13:07 If a position is reduced at a school the employee has the right to displace another position of the same classification in the following order;
- i. temporary assignment in the same location
 - ii. temporary assignment within the Board
 - iii. the least senior employee in the same classification within the Board

The parties agree that where a position is reduced at a school subsequent to January 1 and a new position is created at the same school prior to June 1 (the first vacancy posting date) of the same year; the employee displaced as a result of the reduction shall be offered the opportunity to revert to the new position. Should the employee not elect to revert prior to June 1, the position shall be posted in the normal course and the employee shall no longer have the right to elect to revert back to the position.

- 13:08 When there is a lay off in CUPE Local 1358.1 and the employee has the qualification to perform the job duties of a CUPE Local 1358.2 job and there is an open position with no internal applicants, the CUPE Local 1358.1 employee shall be considered for the position.

ARTICLE 14 – NEW CLASSIFICATIONS

- 14:01 When the Employer designates a new occupational classification covered by this agreement, it will prepare and send to the Union a description thereof ten (10) days prior to posting the position under Article 11. This clause is subject to the exception contained in Article 10:06. At the request of either party a meeting shall be called to discuss such changes.

14:02 When a vacancy or a new position is created inside the bargaining unit the Employer will notify the Union in writing and post the position as required by Article 11:01. If there is a vacancy or a new position in a job outside of the bargaining unit which is similar to the work of the bargaining unit, the Employer shall notify the Union in writing and post a notice of the position for informational purposes only.

ARTICLE 15 – PROFESSIONAL DEVELOPMENT

15:01 The Parties recognize the value of professional development. The Parties will jointly develop in-service programs and workshops, which will be conducted on Professional Development (P.D.) days designated by the Employer.

15:02 In the event that the Employer should introduce new methods, equipment or programs, which require new or greater skills than are possessed by employees under the present methods of operation, the Employer will meet with the Union to discuss the appropriate training. The Employer will reimburse tuition fees paid by the employees for courses taken provided that:

- i. the course is approved by the Employer
- ii. the employee provides proof of tuition fees paid and successful completion of the course

In lieu of the above, the Board may offer training at its expense.

15:03 The Board commits to an annual in person Professional Development Day devoted to Health & Safety. Topics will be confirmed each year through the Labour Management Committee.

ARTICLE 16 – GRIEVANCES

- 16:01
- (a) It is the mutual desire of the Employer and the Union that all complaints and grievances shall be adjusted as quickly as possible.
 - (b) All meetings at which grievances are processed shall be held in camera.
 - (c) Employees who are covered by this agreement shall be required to follow the procedures laid down in this Article.
 - (d) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any member of the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated.
 - (e) The Steward may, with permission of the appropriate Superintendent, be allowed reasonable time absent from work to investigate formal complaints

from the bargaining unit employees and process grievances. The Employer may upon request, allow other elected or appointed Union officers to take time off work for carrying out such duties of that office as can only reasonably be carried out during working hours.

- (f) In the absence of the Steward, another member of the Grievance Committee or officer of the Union may perform the duties of Steward in all stages of the grievance procedure.
- (g) At each step of the grievance procedure, the grievor shall have the right to be present, without loss of pay.

- 16:02 (a) The following procedures shall be adhered to in processing complaints and grievances, save as otherwise provided in this Article, and in Article 18.

NOTE: In the absence of an immediate supervisor, a grievance would be initiated at Step 2.

STEP 1 In the event an employee has a complaint he/she shall inform the appropriate supervisor of his/her complaint within and not after ten (10) working days after the date of the incident giving rise to the complaint and request a meeting with such supervisor. The employee shall clearly indicate that the meeting requested is in reference to a complaint which might proceed to grievance. Such meeting shall take place within (5) working days of the request. The employee shall have the right to be accompanied by his/her Steward.

STEP 2 If a resolution is not reached within five (5) working days of the date of the Step 1 meeting, the employee or the Union may, within and not after ten (10) working days of the date of the Step 1 meeting, submit the grievance in writing to the Superintendent of Human Resources. The grievance shall contain a concise statement of the complaint and the redress sought and shall be signed by the employee and the Steward. The Superintendent of Human Resources shall render a decision in writing within ten (10) working days of the date upon which the grievance was taken up with him/her.

If the grievance is not settled within ten (10) working days after the meeting with the Superintendent of Human Resources, the Union may, within and not after thirty (30) calendar days after the date of receiving the decision of the Superintendent of Human Resources (or if no decision is received from the Superintendent of Human Resources then, within thirty (30) days after such decision ought to have been given) refer the grievance to arbitration under Article 17.

- 16:03 (a) A grievance filed by a group of employees and a policy grievance of the Union shall be taken up at Step 2 of the grievance procedure. A policy grievance or group grievance shall be taken up within and not after ten (10) working days after the date of the incident giving rise to the grievance.

(b) A grievance concerning a layoff may be taken up at Step 2 of the grievance procedure.

16:04 In no event shall the Employer be required to consider any grievance which, in respect to the incident giving rise to the grievance, has previously been settled on its merits under the grievance or arbitration procedures.

16:05 At any step in the grievance procedure, the time limits imposed on either party may be extended by mutual agreement in writing.

ARTICLE 17 – ARBITRATION

17:01 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after duly exhausting the grievance procedure established by this Agreement, notify the other party in writing within the time limits set out in Step 2 of Article 16:02 of its intention to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within fifteen (15) days, inform the other party of its appointee to the arbitration Board. The two (2) persons so selected shall proceed to appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within thirty (30) days, the appointment shall be made by the Minister of Labour for Ontario upon request by either party.

(b) The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or in any way amend this Agreement or any term thereof.

(c) The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. All such decisions shall be final and binding upon the employee or employees concerned and upon the parties hereto. The decision of the majority is the decision of the Arbitration Board.

17:02 Each of the parties hereto shall pay all the costs of its own appointee and both Parties will equally share all the costs of the chairperson.

17:03 By mutual agreement of both parties, given in writing, any matter which is to be submitted to arbitration may be decided by a single arbitrator selected by mutual consent of both parties. The same rules and conditions as are applicable shall apply in this Article.

17:04 During any step of the arbitration procedure a full time representative of the Union and the Board may be present.

ARTICLE 18 – DISCIPLINE, SUSPENSION AND DISCHARGE

- 18:01 No permanent employee shall be disciplined or discharged without just cause.
- 18:02 If an employee with seniority is discharged or is suspended as a disciplinary measure and the employee considers that an injustice has been done, the matter may be taken up at Step 2 of the grievance procedure.
- 18:03 Where an employee's grievance against his/her discharge or suspension duly comes before an Arbitration Board, the Board may make a ruling:
- i. confirming the Employer's action, or
 - ii. reinstating the employee with or without compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of his/her case).
- 18:04
- (a) The Employer shall notify the employee in writing of the intent or possibility of taking disciplinary action against the employee within twenty (20) working days from the date the Employer became aware or reasonably should have been aware of the event complained of, with a copy to the Union. If the employee and the Union are not informed in writing the matter shall not form part of the employee record and shall not be used against him/her at a later time.
 - (b) Prior to the imposition of any discipline there shall be a discussion involving the employee and his/her Steward and the Supervisor to discuss the reasons. In the event the health or safety of an employee or student may be at risk the employer shall have the right to remove the employee from the workplace without loss of pay for the remainder of the day and shall immediately notify the Union of such action.
 - (c) No material pertinent to an employee's conduct, service or character will be placed in his/her personnel file before the employee has had an opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer will be attached to the file copy.
 - (d) If an employee disputes the accuracy of any fact contained in his/her file, he/she may request in writing the amendment or the removal of the disputed material. Where the material is amended or removed the Board shall notify all persons who received a report based on the inaccurate material within five (5) working days. If the information is amended, the appropriate Board official shall return

the original document to the employee. The amended information shall be retained in his/her file. If the information is removed, the appropriate Board Official shall return the original document to the employee. In the event that the Board refuses to amend or remove the said material, the employee may file a grievance under the procedure outlined in this Agreement.

- (e) After thirty (30) calendar months, an employee may request the removal of any negative report from his/her file. If a request is denied, no disciplinary record shall be relied upon by the Employer in any proceeding after thirty (30) calendar months, provided there has been no further disciplinary action against the employee within the thirty (30) calendar month period.

18:05 Each employee shall have access to his/her personnel record upon request in writing. The employee, upon request, will be provided with a photocopy of any documents in the records at cost.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

19:01 The regular work week for full-time employees shall consist of thirty five (35) hours. The time for commencing and finishing work shall be set from time to time by the Employer at its discretion, but the normal work day shall be seven (7) continuous hours plus one unpaid period of forty (40) uninterrupted minutes for lunch assigned. Schools that are not on a balanced day schedule shall have the forty (40) uninterrupted minutes assigned within one hour of the midpoint of the workday.

- 19:02 (a) Employees who are required to work beyond their normally scheduled hours of work shall be paid for such hours worked up to thirty-five (35); in a week at the regular rate of pay and one and one-half (1½) times their regular rate of pay for hours worked in excess of thirty-five (35).
- (b) When an employee is required to work on any of the holidays in Article 21, he/she shall be paid for the holiday plus two times his/her effective hourly rate for all time actually worked and if he/she is required to work on a Sunday he/she will be paid two times his/her effective hourly rate for all time actually worked. This Article does not apply to hours worked pursuant to Article 30:05.
- (c) Employees shall attend meetings during the instructional day concerning students for whom they supply support, if requested to do so by the Principal. Attendance at such meetings after the instructional day is voluntary.

19:03 The Board agrees to pay a meal allowance of ten dollars (\$10.00) for each employee when required to work two (2) hours beyond their regular hours in any one day.

19:04 The employee shall be entitled to a fifteen (15) minutes rest period mid-morning and mid-afternoon.

- 19:05 No employee shall be laid off work in any week merely for the reason that he/she has worked overtime in that week.
- 19:06 If any employee is called in to work after completing his/her regular hours and has left the workplace or is called in on a day he/she is not scheduled to work, he/she shall be paid for a minimum of three (3) hours at regular rates or for the actual hours worked whichever is greater.
- 19:07 The work year shall be the school year as defined by the Education Act and/or the Regulations.
- 19:08 In the event of weather conditions which make travel hazardous, an employee will make a reasonable attempt to reach his/her place of work. In the alternative, he/she will attempt to reach another school close to his/her residence. If unable to do so, he/she will report this fact to the Principal, and the day shall be granted as leave without loss of pay or deduction of sick leave credits.

ARTICLE 20 – RATES OF PAY AND OCCUPATIONAL CLASSIFICATIONS

- 20:01 (a) Any part-time permanent employees who works greater than their regular scheduled hours will receive pay at the rate of a permanent part-time employee.
- (b) Rates of pay and occupational classifications shall be as set forth in Schedule "A" to this agreement.
- (c) Pay periods will be paid on a weekly basis.
- (d) Net salary payments shall be deposited into the account of each employee at authorized financial institutions.
- 20:02 Employees shall receive their pay statements through the Board's Employee Portal System, printed off by the employee at his/her worksite.

ARTICLE 21 – PAID HOLIDAYS

- 21:01 (a) The Board will grant to all employees who have completed their probationary period:
- Pay for the following holidays or the day which may be observed as the effective paid holiday, provided such employees have worked all of the last scheduled working day preceding the holiday and all of the next scheduled working day after such holiday. However, if absence on the paid days is due to illness, injury or other approved absence, employees shall not be disqualified for payment as provided herein. In such case, the Board may require a Doctor's certificate.

Family Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving
Easter Monday (if observed as a school holiday)
Remembrance Day (if observed as a school holiday)
Christmas and New Year's holidays (as observed by the schools)

Employees laid off during the Summer Break shall observe and be paid for Canada Day on the last scheduled day of work in June.

ARTICLE 22 – VACATION PAY

22:01 (a) Employees shall be paid their annual vacation pay entitlement on the basis of the following:

0 – 3 years experience –	4% of earnings
4 – 10 years experience –	6% of earnings
11 – 15 years experience –	8% of earnings
16 years experience and over -	10% of earnings

This vacation pay entitlement is based on earnings in the twelve (12) months immediately preceding the first day of January. Any employee enrolled in the RRSP plan pursuant to Article 24:01, may elect to contribute their vacation entitlement into their RRSP through payroll remittance.

Vacation pay will be paid out on a separate cheque.

(b) UNPAID LEAVE FOR VACATION PURPOSES

An employee may request two weeks (2) vacation during the school year. Application, setting out the weeks requested, must be made to the Superintendent of Human Resources or his/her designate by June 30 (for September – January vacation) and by November 30 (for February to June vacation), unless there are extenuating circumstances. Members will be notified within 10 days on the approval of vacation. Subject to employer's right to maintain a sufficient qualified work force, approval of such requests shall not be unreasonably withheld. Such vacation leave shall be without pay.

No more than five (5) employees shall be approved to be off at the same time. Three employees being the most senior and two employees will be drawn by lottery, which shall be witnessed by the Union. Requests must be for a two-week period or two periods of one week each.

ARTICLE 23 – LONG SERVICE PAY

23:01 The Board agrees to provide Long Service Pay to all employees hired September 1, 1999 or earlier. Such employees shall be paid as follows:

After five (5) years continuous service on or before December 1st of each year payable at sixty dollars (\$60.00) every year on the pay day closest to the fifteenth of December.

After ten (10) years continuous service on or before December 1st of each year payable at one hundred and twenty dollars (\$120.00) every year on the pay day closest to the fifteenth of December.

After fifteen (15) years continuous service on or before December 1st of each year payable at one hundred and eighty dollars (\$180.00) every year on the pay day closest to the fifteenth of December.

After twenty (20) years continuous service on or before December 1st of each year payable at two hundred and forty dollars (\$240.00) every year on the pay day closest to the fifteenth of December.

After twenty-five (25) years continuous service on or before December 1st of each year payable at three hundred dollars (\$300.00) every year on the pay day closest to the fifteenth of December.

ARTICLE 24 – SICK LEAVE AND RETIREMENT GRATUITY

See Central Agreement Part c6. And Appendix B

24:01 In the event the employer requires a medical certificate for an absence which is less than, five (5) days, the Employer shall reimburse the employee for fee charged for such certificate, up to a maximum of \$35.00 upon provision of a receipt.

24:02 It will be the responsibility of the employee, who is absent due to illness or injury beyond twenty (20) consecutive days, to maintain regular contact with the Board.

24:03 Wages or salary for time lost due to Compulsory Quarantine shall be paid to employees when certified by a medical officer and shall not be charged to sick leave, unless the employee has contracted the disease or illness in which case the employee shall not be paid, but may access his/her sick leave entitlements.

ARTICLE 25 – HEALTH AND WELFARE

- 25:01 Health, Dental and Life Insurance Benefits shall be maintained in accordance with and in addition to Part A Central Terms C5.00 Benefits.
- 25:02 (a) The Board agrees to pay one-half (1/2) coverage under the Pension Plan of the Ontario Municipal Employees Retirement System. Part-time employees shall have the option of participating in OMERS provided they meet the minimum qualifications as set out in the Pension Reform Act for participation in OMERS.
- (b) Teachers' Pension Plan: This benefit is limited to employees who are members of the Teacher's Pension Plan.
- 25:03 (a) The Board further agrees to provide for employees within the Bargaining Unit, a Long Term Disability Plan providing a benefit of sixty percent (60%) of monthly earnings (maximum of \$3,000) for sickness or accident to age 65. Benefits to commence after a waiting period of four months (120 days) and to be integrated with employee Canada Pension Plan disability benefits and benefits from Workplace Safety and Insurance Premiums – Paid ninety-five percent (95%) by the Board. An employee receiving Long Term Disability benefit shall be entitled to supplement such benefit by requesting in writing an additional one day of sick leave pay per week provided such employee has sick leave credits.
- (b) The Board will assist the employee and the Union with the appeal process on their LTD claim.
- 25:04 The Board shall continue to pay Long Term Disability during period(s) of lay-off up to two (2) months.
- 25:05 Long Term Disability for new employees shall commence the first day of the month following the month of hire.
- 25:06 Long Term Disability coverage will continue to be provided by the Employer. The Employer shall keep the Union informed of the specifics of Long Term Disability coverage being provided. Notification of changes of coverage shall be sent to the Union within ten (10) calendar days after the change occurs.

ARTICLE 26 – LEAVE OF ABSENCE

- 26:01 (a) Unless otherwise stated in this Collective Agreement, all leaves of absence shall be without pay.

- (b) Except as provided in this Article, whenever an employee applies for leave of absence, the application shall be in writing. Any such leave of absence granted by the Employer shall be in writing and shall state whether it is with or without pay and shall state the purpose of the leave and the terms, if any, on which it is granted, provided that the Employer may grant casual time off to an employee without the necessity of writing. Leaves of absence may not be granted in order that employees can take employment elsewhere unless by mutual agreement. Leaves of absence shall not exceed two (2) consecutive years.
- (c) If the leave of absence is without employer paid benefits the employee may request permission to prepay the benefit premiums and associated policy costs in full or on a quarterly basis. Such permission shall not be unreasonably withheld.

26:02 The Employer may grant leave of absence with or without pay at its sole discretion unless the Collective Agreement states that leaves are with pay.

26:03 An employee will be entitled to leave of absence with pay for the purpose of writing examinations when examinations are written during working hours involving courses of instruction provided any such course has previously been approved and recognized by the Employer for the purpose of improving his/her qualifications in the Employer's service.

26:04 An employee who is summoned to serve as juror or is required by subpoena to appear in Court as a witness will be paid his/her regular pay for the time he/she is required to be in Court, provided the employee presents to the Employer the process which required his/her presence in Court and pays over to the Employer the amount received by him/her as such juror or witness.

26:05 In the event of a death in an employee's family, he/she shall be entitled to the following bereavement leave with pay provided the employee attends or makes the arrangement for the funeral:

- (a) spouse, child, child under legal guardianship, parent, parent-in-law sibling, grandchild, five (5) working days
- (b) daughter-in-law, son-in-law, grandparent, three (3) working days
- (c) Aunt, uncle, niece, nephew, brother/sister-in-law, one (1) working day
- (d) In the event an employee is required as a pallbearer, and where there is no bereavement leave provision provided for above, one (1) working day will be granted on notification to Management. Such employee will be required to provide proof of such attendance when requested by Management.
- (e) Where an employee is a proven Executor of the will in Canada, one (1) additional working day after the funeral will be granted.
- (f) If extra traveling time is required, employees shall make prior application to the Employer for an extension of this allotment. Each request is to be considered on its merit.

- (g) Any other request for absence will be granted at the discretion of the Employer.
- (h) Time for the attendance at a funeral of an employee shall be granted by the employer or one representative selected by the Union.
- (i) Time for the attendance at a funeral of a student shall be granted by the Employer for one representative selected by the Union.

26:06 (a) **Pregnancy Leave**

Pregnancy Leave of 17 weeks shall be in accordance with statute. Upon receipt of a certificate from a legally qualified physician stating that the employee named therein is pregnant and specifying the approximate date of delivery, pregnancy leave shall be granted, which may include parental leave. In addition, the employee will notify the Employer of her expected return date. If the date of return changes, the employee shall give the Employer a minimum of two (2) weeks' notice of the new date of return.

- i. The employee is required to provide two (2) weeks written notice for pregnancy leave commencement.
- ii. Any employee who has requested a pregnancy leave in writing which has been approved may waive such notice of request for leave in the event of pregnancy complications or premature birth.
- iii. The Board shall continue to pay the premiums and associated policy costs at the base rate of all employees' Group Insurance Plans as per Article 21:01 up to seventeen (17) weeks for all employees who take a pregnancy leave.
- iv. Full seniority shall continue to accumulate during pregnancy leave.
- v. It shall be noted that any employee who has taken pregnancy leave and wants to take parental leave must commence parental leave upon completion of the pregnancy leave. The employee will give at least two (2) weeks written notice prior to commencement of parental leave.
- vi. Upon the employee's request, the employer will attempt to accommodate employees whose assignments are considered "at risk" for the pregnant employee or the baby.

(b) **Maternity Benefits/SEB**

- (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 (*or insert local superior provision reflecting status quo) immediately following the birth of her child with no deduction from sick leave or the ShortTerm Leave Disability Program (STLDP).

(ii) **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.

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

(c) Parental Leave

- i. If requested by the employee in writing, the Board will grant a parental leave not to exceed eighteen (18) months. Should the employee request additional parental leave the Board may, but is not obligated to, grant such an additional leave. Such request for additional parental leave shall not be unreasonably denied. Parental leave is available to a person who is defined as a parent in accordance with the Employment Standards Act, R.S.O. 1980 as may be amended from time to time.
- ii. The Board shall continue to pay premiums and associated policy costs of all Employee's Group Insurance Plans (as per Article 25:01) for thirty-five (35) weeks.

- iii. An employee who has given notice to end parental leave may change the notice to an earlier date if the employee gives the Employer at least two (2) weeks written notice before the earlier date; or to a later date if the employee gives the Employer at least two (2) weeks written notice before the date the leave was to end.
- iv. Full seniority shall continue to accumulate during parental leave.
- v. An employee has the option of taking his/her parental leave concurrently with his/her spouse's pregnancy/parental leave or sequentially.
- vi. It is understood that such additional extended leave shall go to the end of the school term and the employee shall be entitled to return to work at the commencement of the new school term.
- vii. A male employee shall be granted paternity leave with pay for a period of up to three (3) days for the birth or adoption of his child.
- viii. Absence not to exceed three (3) days due to doctor certified miscarriage shall be considered a paid leave and shall not be deducted from sick days.

(d) Adoption Leave

- i. Where an employee officially adopts a child, leave of absence shall be granted to either parent under the same terms and conditions as outlined for parental leave. The employee shall notify the Board as to when the adoption is expected to take place.
- ii. If an employee adopts a child and the adoption agency requires, as a condition of the placement of the adoptive child, that the adoptive parent take a leave of absence of up to six (6) months to be at home with the child, the Board shall pay the premiums and associated policy costs, as set out in Article 25:01 of the Collective Agreement, for the duration of such leave

(e) Return from Pregnancy/Parental/Adoptive Leave

Where the employee has been granted Pregnancy/Parental/Adoptive leave, the employee shall return to the same or comparable position, unless otherwise mutually agreed.

26:07

Compassionate Leave

- (a) Compassionate leave, with pay and without loss of sick leave credits, shall be granted by the Director of Education for the following reasons:
 - i. critical illness of an immediate family member,
 - ii. OHIP covered surgery for a child or spouse
- (b) The Director may grant leave, with pay and without loss of sick leave credits, on compassionate grounds for reasons other than those stated above. In all cases, the number of days shall be at the discretion of the Director.

- 26:08 An employee who intends to return to work following an absence in excess of thirty (30) calendar days, shall when possible, provide ten (10) days written notice to the Employer indicating their intentions.
- 26:09 Personal Paid Leave Day
- (a) An employee shall be entitled to apply for one personal paid leave day per school year.
 - (b) Personal day may be taken in one half (1/2) day increments.
 - (c) Part-time employees shall be entitled to one-half day per school year.
 - (d) A maximum of fifteen (15) employees will be granted a personal paid leave day on the same day. Approval will be granted in order of receipt of requests.
- 26:10 Indigenous employees may use their existing short term paid leave for the purpose of:
- (a) Voting in elections as indicated by a self-governing indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and
 - (b) Attendance at Indigenous cultural/ceremonial events.

ARTICLE 27 - UNION RELEASE TIME

27.01 Local Union Duties

For absences from regular work duties for local union duties representing the bargaining unit the steward, committee member or union officer will obtain permission from his or her immediate supervisor, or the applicable manager if unable to contact the supervisor, before leaving regular work duties. Such permission shall not be unreasonably withheld. Stewards, committee members and union officers shall suffer no loss of wages or benefits for such purposes.

It is further understood that the Union will reimburse the Employer for the cost of the employee on local union officer leave as per article 27.06.

27.02 Conferences and Conventions

An employee elected or appointed to represent the Union at a conference, convention or other union business shall be granted a leave of absence, without loss of pay and without loss of benefits or seniority to attend to the business for which leave is requested, provided;

- a) Such leave shall be requested, in writing, to the Superintendent of Human Resources or his/her designate at least two (2) weeks in advance identifying the period of absence and attendee(s). Under unusual circumstances where the

Union cannot provide two weeks advance notice, the Union shall forward pertinent information by fax to the Superintendent of Human Resources or his/her designate requesting the leave.

- b) The Union recognizes that no more than four (4) employees may be absent at any given time for the leave in (a) above.
- c) It is further understood that the Union will reimburse the Employer for the cost of the employees in attendance as per Article 27.02.

27.03 Election Leave

The Employer recognizes the right of an employee to participate in public affairs. Therefore upon written request, the Employer shall allow a leave of absence without pay, and without loss of benefits provided the employee pays the full costs of the premiums and associated policy costs, and without loss of seniority, so that the employee may be a candidate in federal, provincial or municipal elections.

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

27.04 Negotiations Committee

In negotiations for a new or renewal Collective Agreement, each of the parties shall be represented by a committee of not more than five (5), exclusive of a chief spokesperson. The parties shall confirm with each other in writing the names of the representatives and any substitutions which may be made from time to time.

When meetings with the Employer's Negotiating Committee are held during regular working hours of an Employee who is a member of the Union Negotiating Committee, such Employee shall be released from his/her work assignment without loss of pay and without loss of benefits or seniority under the Collective Agreement. Time spent in negotiations shall be considered time worked exclusive of any overtime provisions.

27.05 Release for WSIB Representative

Where an employee in the bargaining unit is elected or appointed as a CUPE WSIB Representative, such an employee may submit a request for an unpaid leave of absence (up to full-time) to the Superintendent of Human Resources. Such a leave will be granted and, where the Union requests that the Board administer the pay, benefits and sick leave arrangements for the employee related to the leave, the Board will continue the salary, benefits and sick leave arrangements in accordance with the appropriate Collective Agreement.

It is further understood that the Union will reimburse the Employer for the cost of the employee on the WSIB representative leave.

27.06 Local Union Officer Leave

If requested by the Bargaining Unit, the Board shall grant leave of absence from work to a maximum of two (2) Local Union Officer(s) (for both CUPE 1358.1 and 1358.2) who shall be entitled to, or up to, a full-time leave to fulfill the responsibility of the office.

The Board shall continue to pay the wages of such Local Union Officer(s) notwithstanding the leave. The Board agrees to pay its usual share of the premium costs of the employee's benefits, notwithstanding the leave. In addition, the Board shall pay a maximum of one quarter of one full time employee salary and the Board's share of benefits of only one (1) officer. All additional costs shall be paid by the Union. The Board will bill the Union monthly.

The Local Union Officer(s) shall not lose sick leave credits or seniority on account of the leave.

Upon completion of their term the employee(s) shall return to their former position if it exists or a comparable position to the one previously held.

27.07 Union Office Leave

Any permanent employee who is elected or selected for a full-time position with the Union, or anybody with whom the Union is affiliated, shall be granted leave of absence without loss of pay and without loss of benefits or seniority, by the Board, for a period up to two (2) years. The Board may renew such leave on a yearly basis. On return from leave, the employee will be placed in their previous position.

It is further understood that the Union will reimburse the Employer for the cost of the employee on union office leave. The Employer shall invoice the local union treasurer and shall provide the following information: date of leave, name of employee, purpose of the leave, hours or work, hourly rate and the name of the replacement. 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.

ARTICLE 28 – YOUR NEIGHBOURHOOD CREDIT UNION

28:01 The payroll facilities will be made available to the employees for the purpose of payroll deduction to be forwarded to the Your Neighbourhood Credit Union (YNCU) to make a savings deposit or a payment on a loan. A form shall be completed by the employee at one of YNCU's locations stating the amount to be deducted from each pay. The completed form will be received by the WECD SB from YNCU for processing. All said payments of the previous pay will be forwarded to YNCU with a listing of amounts to be credited to each employee.

ARTICLE 29 – WORKLOADS AND CONDITIONS

29:01 Mileage rates paid to employee's using their own automobiles on authorized Employer's business shall be paid as per Employer's policy regarding rate per mile. Employees working in more than one (1) school will be paid mileage at a rate as set by Board policy for traveling between schools or between schools and Central Office.

- 29:02
- (a) Except in emergency situations Educational Assistants shall not be required to supervise student(s) in the absence of a teacher except in situations of co-op placement, toileting, physio and occupational therapy routines and other regular duties of the Educational Assistant.
 - (b) A fair and equitable assignment of supervisory duties during the student lunch/nutrition breaks will be made. In any event, an individual Educational Assistant shall not be required to supervise outside the school building for more than twenty (20) continuous minutes during the student lunch period or nutrition breaks in schools on a Balanced Day schedule. An employee shall not be required to supervise simultaneously, general population students and students with special needs identified by the Principal as having high risk needs.
 - (c) A fair and equitable rotating schedule of supervisory duties shall be implemented during activity/nutritional breaks of students with special education needs.
 - (d) Educational Assistants in non Balanced Day schools shall not be assigned supervision of general population students during morning or afternoon recesses.
 - (e) Recognizing the operational needs of the school and in order to meet student needs, Principals may schedule Educational Assistants to assist in the safe arrival or dismissal of students; if an Educational Assistant is assigned special education dismissal or arrival they shall not be concurrently assigned general population arrival or dismissal.

Scheduling will be done by the Principal to avoid conflict in the Educational Assistants' responsibilities.

A protocol will be established at individual school sites to facilitate communication between Educational Assistants and Academic Staff during general population supervision.

- (f) Educational Assistants will not supervise the general student population any more than thirty-five (35) minutes per day.

29:03 No Educational Assistant shall be required to administer or perform any controlled medical procedure.

29:04 The Employer shall supply each employee with a smock, upon request to the Human Resources Assist, which will remain the property of the Board.

29:05 Educational Assistants are not required to accompany a student(s) on a field trip or excursion which will extend beyond the normal working hours.

The Employer will reimburse reasonable out-of-pocket expenses such as childcare costs, meals, admission fees and transportation expenses provided the following procedure is followed:

- i. prior to the excursion, submit to the Superintendent of Special Services a brief estimate of expected costs, signed by the appropriate principal.
- ii. after the excursion submit to the Superintendent of Special Services an account for actual out-of-pocket expenses, signed by the appropriate principal.

ARTICLE 30 – HEALTH AND SAFETY

- 30:01 (a) Each work site shall be properly equipped in order that the employees may do their job efficiently and safely.
- (b) Disposable gloves and masks as recommended by the Health Unit shall be provided in each work site.
- (c) Nothing in this Agreement shall prevent an employee from exercising his/her rights as defined under the Occupational Health and Safety Act.
- (d) The Board shall provide opportunities for employees who are Health and Safety Representatives or Committee Members to be trained in Health and Safety matters.

30:02 The Board will provide to the Union all monthly incident reports and a summary of all incidents/accident reports affecting employees.

ARTICLE 31 – JOB SECURITY

31:01 Should the student with whom the Sign Language Interpreter or Educational Intervenor (Local 1358.2) works be absent from school, he/she may be assigned other duties, providing such duties are not those which could be performed by a member of another bargaining unit who is on lay-off and would not cause a lay-off.

- 31:02 (a) While the Union agrees that from time to time persons excluded from the Bargaining Unit may perform duties normally performed by Bargaining Unit Employees, no person excluded from the Bargaining Unit will perform any duties of the Bargaining Unit Employees on a regular basis except on written agreement between the parties.
- (b) Nothing contained in this clause shall derogate from any rights the Employer may have pursuant to any other provision in this agreement.

- (c) 32:02 (a) is not intended to restrict other employees of the Board from carrying out the ordinary duties they now perform in the course of their work.
- (d) The Board will not engage volunteers as a means of avoiding the hiring of additional personnel where workloads would justify additional personnel or displacing current bargaining unit positions.
- (e) The parties recognize the desirability of providing opportunities for co-op students, peer helpers and for field placements, for E.C.E., D.S.W., E. A. and C.Y.W. students as an important part of their education. Consistent with this understanding it is agreed that all such placements will be only to further their education and not replace the educational assistant. Supervision of such students shall be voluntary and must be agreed to prior to the student placement. The Board shall advise the Union of such placements.
- (f) The parties also recognize that other service agencies may be required to assist an Educational Assistant during the transition of students into the school. Such outside assistance shall not be prolonged beyond the time that is necessary to meet the needs of the student which is normally no longer than twenty (20) working days.

ARTICLE 32 – GENERAL

- 32:01 (a) When an employee is specifically required by the Employer to undertake any course of instruction or attend any seminar or conference, reimbursement for traveling and out-of-pocket expenses shall be paid by the Employer, in accordance with the policy set by the Employer from time to time.
- (b) The Board may designate, at the discretion of the Superintendent, specific employees to participate in Board sponsored professional development that may be specific to the student or school that they are serving. In making the designation the Superintendent will consider requests from Educational Assistants who have expressed, in writing, a desire to enhance their knowledge through professional development.
- 32:02 With the prior permission of the employer, the Union may hold meetings on the employer's property subject to the Employer's policy on the use of school facilities.
- 32:03 Except with the prior approval of the Union, the employer will not enter into any private agreement with any employee in the bargaining unit, the terms of which are contrary to any term of this agreement.
- 32:04 The Union and the Employer desire every employee to be familiar with the provisions of this agreement and his/her rights and duties under it. For this reason, the Employer shall provide electronic copies of the Agreement within thirty (30) days of signing.

- 32:05 The Union shall have the right to post matters of interest to Union Members on a designated bulletin board in each work site. Posting of all notices or other matters of interest to Union Members shall have the prior approval of the Director or person designated by him/her for that purpose.
- 32:06 Where the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.
- 33:07 Employees are responsible for advising the Employer in writing of any changes of address. The Employer shall copy such notification to the Union unless the employee requests such information be withheld.
- 32:08 Provided there is vacant space available, the Union will be provided an office on the Board's premises for the use of the CUPE bargaining units. The office shall be equipped with a desk, chairs, file cabinet and a telephone. Telephone charges shall be the responsibility of the Union, which shall reimburse the Board for same within thirty (30) days of billing.
- 32:09 A copy of the current job description for a bargaining unit position shall be made available to the Union.

When a new classification which is covered by terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Board notifies the Local Union.

ARTICLE 33 – TERM OF AGREEMENT

- 33:01 This Agreement shall commence on the 1st day of September 2019 and end on the 31st day of August 2022 and shall continue thereafter from year to year, unless either party gives notice to the other in writing not less than thirty (30) or not more than ninety (90) days prior to the expiry date herein, of the party's intention to terminate or to negotiate revisions to this Agreement.

SCHEDULE "A"

Effective September 1, 2022, **(\$1.00 increase)**

\$30.41 per hour

\$27.42 per hour (Probationary and temporary employees)

Effective September 1, 2023 **(\$1.00 increase)**

\$31.41 per hour

\$28.42 per hour (Probationary and temporary employees)

Effective September 1, 2024 **(\$1.00 increase)**

\$32.41 per hour

\$29.42 per hour (Probationary and temporary employees)

Effective September 1, 2025 **(\$1.00 increase)**

\$33.41 per hour

\$30.42 per hour (Probationary and temporary employees)

LETTER OF UNDERSTANDING - Re: WSIB Top-Up

To ensure that no employee inadvertently has any rights reduced as currently protected under Letter of Understanding #2 in central terms with respect to WSIB Top-UP, the parties agree that if a class of employee was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, they shall continue to receive those same entitlements without deduction from sick leave. The top-up amount shall continue to a maximum of four (4) years and six (6) months.

LETTER OF UNDERSTANDING - Contracting In/Out

The Board is committed to open communication and a transparent process in regard to the contracting out of work that would be considered bargaining unit work.

FOR INFORMATION ONLY

LETTER OF AGREEMENT re: Article 24 – Sick Leave and Retirement Gratuity

The parties agree that the language of Article 24.01 a), b), c) shall be maintained for historical purposes. The CUPE Charter Challenge regarding Bill 115 is currently ongoing which impacts the contents of said language.

The parties agree this Letter of Agreement shall be binding on the parties and shall be renewed in all future collective agreements until such time the CUPE Charter challenge has been fully exhausted and a final decision has been issued. The results of said final decision may result in the restoration of Article 24.01 a), b), c).

The parties agree that if restored Article 24.01 a), b), c) shall be inserted back into the body of the collective agreement in the appropriate location at that time.

The contents of Article 24.01 a), b), c) are;

24:01 Sick Leave means the period of time an employee is absent from work on an approved leave of absence by virtue of being sick or disabled.

(a) Temporary employees from the hiring pool who work at least four continuous months in an assignment shall earn .50 sick days for each month worked in a year to a maximum of two (2) days per year. Part-time assignments shall be pro-rated. Sick days shall not accumulate from year to year.

(b) Employees will be allowed twenty (20) days sick leave with pay in each work year with a maximum accumulation of one hundred and twenty (120) days retroactive to September 1, 1999. Future entitlements to be credited on the

first day of the work year (work year for the purpose of this plan is September 1st to June 30th.)

For former County employees – their current accumulated sick leave bank is carried over. For former City Employees – the unused sick leave days as of date of ratification shall be deposited in their sick leave bank prior to (a) being applied.

- (c) Effective September 1, 1999 the Board shall invest \$100.00 plus 0.5 of 1% of the employee's annual earnings (based on the previous 12 months earnings) into a Registered Retirement Savings Plan (RRSP Plan). Each year thereafter, the Board shall invest 0.5 of 1% of the employee's annual earnings into the RRSP Plan.

The annual investments shall be remitted to the fund manager on or before January 31st in each year for the prior year, based on the employee's prior year's earnings.

The funds contributed shall form a trust for the benefit of the participating employee(s) and shall not be withdrawn or paid out until the employee leaves the employment of the Board.

The fund shall be managed by a mutually acceptable professional fund manager and/or by an accredited firm.

Any employee enrolled in the RRSP plan may make additional contributions through payroll deductions.

The Board and the Union make no warranties, representations or guarantees of the rate of return on the investment.

LETTER OF UNDERSTANDING - Re: Balanced Day
BETWEEN THE WECDSB AND CUPE 1358

1. Full time Educational Assistants working in a school that follows the balanced day schedule will have their breaks scheduled as one paid 30 minute continuous and uninterrupted break to be scheduled during the last 30 minutes of the workday. It is understood that Educational Assistants will be allowed to leave the school property during this paid break.
2. The parties agree that there will be no adjustment to start and end times and/or staggering of start and end times, in order to implement the 30-minute paid break at the end of the workday for full time staff in elementary schools which are operating under the balanced day.

3. The parties understand that certain Educational Assistants may have personal circumstances that require them to take their two 15-minute paid breaks at different points in the day. Requests for such deviated break times will be accommodated with the understanding that this is the consistent schedule for the school year.
4. The parties agree that in all cases lunch will not be scheduled prior to the start of the first nutritional break.
5. The Board will endeavour to equitably distribute supervision amongst all eligible employees.
6. Full time employees in a balanced day school who have elected to combine their breaks at the end of the day are entitled to a 15 minute break in the morning in the event that they have had a scheduled half time afternoon absence. Delivery of the 15 minute entitlement will be worked out with the employee and school administration.

This Letter of Understanding shall be reviewed annually at the request of either party and any changes must be mutually agreed upon in writing.

APPENDIX A - Commitment to Practice Direction

WHEREAS

CUPE and the Windsor-Essex Catholic District School Board are committed to the following practice direction and practices:

AND WHEREAS

The parties had lengthy discussions during collective bargaining recognizing that Educational Assistants are integral support staff for the Windsor-Essex Catholic District School Board. Educational Assistants play an important role in ensuring that the students who they support are able to reach their full potential.

The Board will encourage its appropriate personnel to consult with Educational Assistants regarding student(s) they support with respect to:

- Transition of students between and within schools
- Behaviour plans
- Safety plans
- Individual Education Plans
- Solutions to issues pertaining to the toileting of students whose behavioural issues or physical needs raise reasonable concerns for the health and safety of workers and/or the student

The Board will remind its administrative personnel and special education staff that Educational Assistants are important team members whose input should be valued and sought when it is in the best interest of the students who they support. Administrative personnel may invite Educational Assistants to attend meetings regarding students who they directly support when deemed appropriate.

The Board commits to share the concerns raised during bargaining with respect to these matters and the health and safety of Board front line workers with appropriate Board staff.

The Parties agree to refer issues pertaining to these matters to the Labour Management Committee for resolution.