

COLLECTIVE AGREEMENT



BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

AND



CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3155

AFFECTING

INTERNATIONAL LANGUAGES INSTRUCTORS

SEPTEMBER 1, 2023– August 31, 2026

Attached as Part "A" are the provisions of the
Central Terms Between
Canadian Union of Public Employees
And
Council of Trustees' Associations

Attached as Part "B" are the provisions of the
Local Collective Agreement
Between
CUPE Local 3155
And
Toronto Catholic District School Board

PART "A"

CENTRAL TERMS

CUPE LOCAL 3155

International Languages Instructors

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CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

C2.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Associations/Conseil d’Associations des Employeurs (CTA/CAE) and the employee bargaining agency, the Canadian Union of Public Employees/Syndicat Canadien de la Fonction Publique (CUPE/SCFP).
CUPE/SCFP refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the School Boards Collective Bargaining Act, 2014 for central bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency.

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

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

for every English-language public district school board, including isolate boards.

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

- a) 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) 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 where no such definition exists, a long-term supply assignment will be defined as twelve (12) days of continuous employment in one assignment.
- 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 OTTP 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 OTTP 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 and Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to an employee under this Article shall be in accordance with the provisions of the Employment Standards Act, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).

- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short-term disability plan.

Supplemental Employment Benefits (SEB)

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

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

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

C15.00 PROFESSIONAL ACTIVITY DAYS

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

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

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - Medical Certificate

PART 1

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

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

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

<p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>dd _____ mm _____</p> <p>yyyy for my absence</p> <p>starting on the</p> <p>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>
--	---

Employee ID:	Telephone No:
Employee Address:	Work Location:

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

First Day of Absence:

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

Date of Assessment: dd mm yyyy	No limitations and/or restrictions <input type="checkbox"/>
	Return to work date: dd mm yyyy
For limitations and restrictions, please complete Part 2.	

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

PART 2 – Physical and/or Cognitive Abilities
Health Care Professional to complete. Please outline your patient’s abilities and/or restrictions based on your objective medical findings. (*please complete all that is applicable*)

PHYSICAL (if applicable)											
<p>Walking:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Up to 100 meters</p> <p><input type="checkbox"/> 100-200 meters</p> <p><input type="checkbox"/> Other (specify):</p>	<p>Standing:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Up to 15 minutes</p> <p><input type="checkbox"/> 15-30 minutes</p> <p><input type="checkbox"/> Other (specify):</p>	<p>Sitting:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Up to 30 minutes</p> <p><input type="checkbox"/> 30 minutes – 1 hour</p> <p><input type="checkbox"/> Other (specify):</p>	<p>Lifting from floor to waist:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Up to 5 kilograms</p> <p><input type="checkbox"/> 5-10 kilograms</p> <p><input type="checkbox"/> Other (specify):</p>								
<p>Lifting from Waist to Shoulder:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Up to 5 kilograms</p> <p><input type="checkbox"/> 5-10 kilograms</p> <p><input type="checkbox"/> Other (specify):</p>	<p>Stair Climbing:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Up to 5 steps</p> <p><input type="checkbox"/> 6-12 steps</p> <p><input type="checkbox"/> Other (specify):</p>	<p><input type="checkbox"/> Use of hand(s):</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Left Hand</th> <th style="text-align: left;">Right Hand</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>specify</i>):</td> <td><input type="checkbox"/> Other (<i>specify</i>):</td> </tr> </tbody> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>specify</i>):	<input type="checkbox"/> Other (<i>specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>specify</i>):	<input type="checkbox"/> Other (<i>specify</i>):										

<input type="checkbox"/> Bending/twisting repetitive movement of <i>(please specify):</i>	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <input type="checkbox"/> Yes <input type="checkbox"/> No
COGNITIVE (if applicable)				

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

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

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

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

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

1-2 days 3-7 days 8-14 days

15 + days Permanent

Have you discussed return to work with your patient?

Yes No

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

Regular full-time hours Modified Hours

Graduated hours

Start Date: **dd mm yyyy**

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

Has a referral to another Health Care Professional been made?

Yes (optional - please specify): _____ No

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

Yes No

Please check one:

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

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

PART 3 – Confirmation and Attestation

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

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

Completing Health Care Professional Name:
(Please Print)

Date:

Telephone Number:

Signature:

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues:

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

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

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

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. MEMBERSHIP

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

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

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

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING # 10

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives Committee

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

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

Permanent Employees shall be provided with three (3) consecutive regularly scheduled work days' bereavement leave without loss of salary or wages immediately upon the death of or to attend a funeral for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.
3. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of three (3) days or more, there shall be no change to such language and this Letter of Understanding shall not apply.
4. Permanent Employees shall be as defined in local collective agreement terms, or if no such definition exists in a particular collective agreement, as defined in C6.
5. For clarity, while the specific provisions above (including the number of bereavement leave days and eligibility criteria) are not subject to local bargaining or amendment by the local parties, the local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leave

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

LETTER OF AGREEMENT # 13

BETWEEN

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

And

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

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

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

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

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

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

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

COLLECTIVE AGREEMENT



BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

AND



CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3155

AFFECTING

INTERNATIONAL LANGUAGES INSTRUCTORS

SEPTEMBER 1, 2023 - August 31, 2026

Attached as Part "A" are the provisions of the
Central Terms Between
Canadian Union of Public Employees
And
Council of Trustees' Associations

Attached as Part "B" are the provisions of the
Local Collective Agreement
Between
CUPE Local 3155
And
Toronto Catholic District School Board

PART “B”

**LOCAL TERMS
CUPE LOCAL 3155
International Languages Instructors**

NOTE

You will note that there has been a change in the manner the Salary Grid is reflected in Article 10 of the collective agreement. At one time individual salaries for Level 1 and Level 2 had been identified by the amount of years worked under the heading of YEARS. In the school year of 2002/2003, the Salary Grid was reduced from 11 steps to a total of the 6 steps that are currently in effect. As a result, the grids now refer to STEPS and not to YEARS.

Movement from one step to next is to be considered in accordance with the agreement and is based on experience and not the length of continuous service. There has been no change in this calculation for the new collective agreement. Accordingly, Instructors continue to progress from one step to the next based on experience.

In summary, the STEPS referred to in Article 10.01 do not refer to the length of service with the Board. The salary grid step only refers to a level of salary, as instructional experience is not necessarily equal to length of employment.

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ARTICLE 1

MANAGEMENT RIGHTS

- 1.01 The Union acknowledges that it is the exclusive function of the Board to:
- (a) maintain order, discipline and efficiency;
 - (b)
 - (i) hire, direct, classify, transfer, promote, demote, lay off instructors
 - (ii) discharge, suspend, or otherwise discipline probationary instructors, and
 - (iii) discharge, suspend or otherwise discipline permanent instructors for just cause, subject to the provisions of this Agreement.
 - (c) establish from time to time and enforce written rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the instructors; and
 - (d) generally to manage, maintain and operate its school system in accordance with the laws of the Province of Ontario and the regulations made pursuant thereto.
- 1.02 The Union also acknowledges that all managerial rights, powers and authority of the Board shall be reserved to it except to the extent herein expressly limited and that the provisions of this Agreement are subject to the occupational requirements of the Roman Catholic Separate Schools with respect to creed, in accordance with the Constitution Act, 1867, section 93.

ARTICLE 2

RECOGNITION OF UNION

- 2.01 The Board recognizes the Union as the sole and exclusive bargaining agent of all International Languages Instructors (Elementary Schools) employed by the Board in its Extended School Day International Languages Program (Elementary Schools) in the City of Toronto, save and except supervisors and persons above that rank, persons employed as supply International Languages Instructors (Elementary Schools) and employees in any bargaining unit for which a trade union holds bargaining rights.
- 2.02 It is understood and agreed that the bargaining unit described in paragraph 1 hereof does not include any person who is a "teacher" within the meaning of The Education Act.
- 2.03 The word, "instructor" or "instructors" wherever used in this Agreement shall mean any or all of the International Languages Instructors (Elementary Schools) in the bargaining unit as defined above, except where the context otherwise provides.
- 2.04 The singular shall include the plural when the context so requires.

ARTICLE 3

NO UNION ACTIVITY OR DISCRIMINATION

- 3.01 There shall be no solicitations of membership in any union or collection of union dues, assessments or fines or any union activity on any premises of the Board except as expressly permitted.
- 3.02 The Board and the Union agree that there shall be no discrimination practiced or permitted by either the Board, the Union or the Local Union or any of their officers or representatives, against any employee or any representative of the Board in accordance with the Ontario Human Rights Code, as amended from time to time.

ARTICLE 4

NO STRIKE OR LOCKOUT

4.01 Neither the Union, the Local Union nor any instructors, shall take part in or call or encourage any strike, sit-down, slowdown, any suspension of work, picketing or other concerted or individual activity designed to restrict or limit the operations of the Board. In the event of any such activity, the Union and the Local Union, through its officers, representatives and stewards, will instruct the instructors involved to return to work and perform their usual duties and, if advisable, resort to the grievance procedure provided herein. The Board shall not engage in any lockout of the instructors. "Lockout" shall be as defined in The Labour Relations Act of Ontario.

Notwithstanding the foregoing, instructors may strike and the Board may lock out instructors in accordance with the provisions of The Labour Relations Act of Ontario.

ARTICLE 5

UNION SECURITY

5.01 The Board shall deduct from the first pay cheque in each month of every instructor who is presently a member of the Union and of every new instructor hired who has completed three (3) months from the instructor's date of last hiring, a sum equal to the monthly dues as determined by the Local Union's constitution. The Board shall remit such deductions to the CUPE National Secretary-Treasurer with a copy to the Secretary Treasurer of the Local Union, together with a list of names of the instructors from whom such deductions were made, prior to the fifteenth (15th) of the month following the month in which the deductions were made. The total annual deductions for union dues shall be recorded on the instructor's Revenue Canada Statement of Remuneration Paid(T4) for that year.

ARTICLE 6

UNION REPRESENTATION

- 6.01 The Local Union may appoint or otherwise select a bargaining committee which shall be composed of not more than five (5) instructors. Such committee, together with the President of the Local Union and representatives of the Union shall represent the Union in all negotiations with representatives of the Board for a renewal of this Agreement. The Local Union shall notify the Executive Superintendent of Human Resources, Leadership and Equity in writing of the names of its local bargaining committee members at least two (2) weeks prior to the start of negotiations.
- 6.02 The Local Union may also appoint or otherwise select up to four (4) stewards (one of whom may be designated as the Chief Steward).
- The Union will make reasonable effort to ensure that stewards represent instructors engaged in their area of responsibility.
- 6.03 A steward's function shall be to assist an instructor in the preparation of grievances. A steward, with the prior permission of the instructor's principal (such permission not to be unreasonably withheld), shall be allowed such time off as is necessary for the prompt investigation and settlement of grievances. Until such time as the Board believes the privilege of such time off is being abused, stewards shall suffer no loss in pay for any portion of their regularly scheduled work-time spent with such permission in servicing grievances.
- 6.04 Members of the bargaining committee, for any portion of their regularly scheduled work-time spent with the permission of the Board in attending negotiation meetings, shall suffer no loss in pay. The Local Union shall notify the Board in writing of the names of its officers, stewards (indicating which is the Chief Steward) and members of the bargaining committee and of any changes therein from time to time.
- 6.05 The Local Union may elect, at any time, to have the assistance of representatives of the Union when dealing with matters affecting this collective agreement.
- 6.06 The Board will offer the Local Union no more than ten (10) minutes during orientation sessions without loss of pay for the purpose of acquainting a new employee about membership in the Local Union and the employee's responsibilities and obligation to the Board and to the Union.

ARTICLE 7

GRIEVANCE PROCEDURE AND ARBITRATION

- 7.01 Nothing contained in this Article shall prevent an instructor from discussing personal problems or complaints with the instructor's school principal.
- 7.02 The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances which may from time to time arise. These procedures will be kept as informal as may be appropriate at any step of the procedure.
- 7.03 (a) A "grievance" is defined as a difference between the parties arising from the interpretation, application or administration of this Agreement, or is an allegation that this Agreement has been contravened.
- (b) The term "grievance committee" shall mean a committee consisting of the President of the Local Union or designate, the Chief Steward or the steward representing the grievor (or the grievors) and an equal number of representatives of the Board, appointed from time to time by the Director of Education.
- 7.04 (a) Step One - An aggrieved instructor shall first submit representations either orally or in writing to the instructor's immediate superior, who is the school principal, either directly or through the appropriate steward. Any such grievance shall be presented within 15 days of the time when it arose to the principal who shall respond within ten (10) days after the formal representation.
- (b) Step Two - If a decision satisfactory to the instructor is not given or no decision is given at Step One, then such instructor accompanied by a steward may within 10 days after the oral decision of Step One, present representations in writing to the Executive Superintendent of Human Resources Leadership and Equity or designate. Such representations shall state the nature of the grievance, the remedy sought and the provisions of the Agreement upon which the grievance is based. Failure to state one or more provisions of the Agreement shall not prejudice the right of the instructor or of the Union to rely on any other provisions of the Agreement. Such official or designate shall notify the instructor and the steward of the time and place at which they will meet to discuss and consider the written representations. Such meeting shall be held within ten (10) days from the date upon which such official received the written representations. Such official shall give a decision in writing within ten (10) days after such meeting.

- (c) **Step Three** - If a decision satisfactory to such instructor is not given or no decision is given at Step Two, then such instructor accompanied by a steward may within ten (10) days after the decision of the Executive Superintendent of Human Resources, Leadership and Equity or designate has been given or should have been given, submit the written representations made at Stage Two to the Executive Superintendent of Human Resources Leadership and Equity. The Executive Superintendent of Human Resources Leadership and Equity, or designate shall notify the instructor and the Local Union of the time and place at which the Grievance Committee will meet to discuss and consider such representations and the decision at Step Two. Such meeting shall be held within 10 days from the date upon which such official representations were received. At the request of either party, a national representative of the Union may be present. The decision of such Grievance Committee will be given to the Local Union in writing within 10 days after such meeting.
- 7.05 Any grievance arising directly between the Board and the Union or any grievance involving more than one instructor instead of following the procedure hereinbefore set out, may be submitted in writing within a reasonable period by either of the parties hereto to the other. The parties agree to meet without delay in an attempt to settle the grievance through the Grievance Committee. In the event that the parties are unable to settle such grievance within twenty (20) days after submission of same, then the party to whom the grievance was delivered shall reply in writing to such grievance within a further ten (10) days.
- 7.06 In the event that any grievance shall not have been satisfactorily settled pursuant to the foregoing provisions, the matter may then, by notice in writing be given to the other party within ten (10) days after the time limited for exhaustion of the applicable procedures contained in the foregoing provisions, be referred either by the Union or the Board to arbitration.
- 7.07 The Board and the Union shall mutually agree to appoint a single mediator or arbitrator. The notice submitting to arbitration shall contain the name of the preferred arbitrator/mediator of the party making the submission. The recipient of the notice shall within ten (10) days of receipt of the notice, inform the other party in writing of its agreement to the arbitrator/mediator or the name of their preferred mediator/arbitrator. If the Board and the Union fail to agree upon a mediator/arbitrator, then in either such case the appointment shall be made by the Office of Arbitration of the Ministry of Labour upon the request of either party. No person may be appointed as arbitrator who has participated directly in any attempt to settle the grievance unless both parties consent otherwise.
- 7.08 The arbitrator/mediator shall hear and decide the grievance and shall issue its decision in writing and the decision shall be final and binding upon the parties and any instructor affected by it.

- 7.09 Notwithstanding Article 7.07, the mediator/arbitrator established as above shall decide the grievance submitted to it, including any question as to whether a matter is arbitrable, but shall have no power to alter, modify, or amend this Agreement, nor make any decision inconsistent therewith.
- 7.10 Each party shall pay one half of the expenses and fees payable.
- 7.11 Notwithstanding the above provisions, the parties may mutually agree to appoint a single arbitrator to resolve any such grievance within the provisions of this Articles.
- 7.12 The term "days" when used in this Article shall mean Monday to Friday inclusive throughout the year including July and August, but excluding school holidays as defined by the Ministry of Education.
- 7.13 Any time limits fixed by this Article for the taking of action by either party or by any instructor may at any time in writing, where practicable, be extended by agreement of the representatives of the parties involved.

ARTICLE 8

DISCHARGE AND DISCIPLINARY PROCEDURE

- 8.01 A claim by an instructor (other than a probationary instructor) that the instructor has been unjustly discharged or suspended will be treated as a grievance if a written statement of such grievance is lodged with the Executive Superintendent of Human Resources Leadership and Equity within ten (10) days after the occurrence of the matter which is the subject of the grievance.
- 8.02 Such grievance may be settled under the grievance procedure, including arbitration, provided by this Agreement, commencing with Step Three.
- 8.03 If the Board censures an instructor in such a manner as to indicate that a repetition of any offence or failure to perform may lead to the instructor's discharge, it shall prepare a written memorandum thereof and give a copy thereof to the President of the Local Union. Failure to provide copies to the President and the Chief Steward shall not render the discipline void.
- 8.04 At the request of an instructor, the Board shall allow the instructor to inspect the instructor's personnel file maintained at the appropriate municipality with prior arrangement made with the superintendent of education of the school to which the instructor is assigned. Such inspection may be made up to twice a year and shall be in the presence of such superintendent or designate. The instructor's response to anything contained in such file shall become a part of such file provided such response is made within five (5) days from the date when the instructor inspected the file.
- 8.05 (a) Where the Board issues an adverse report concerning an instructor, to the instructor, such instructor may, if the instructor acknowledges receipt of a copy of such report, file a reply thereto with the appropriate superintendent within ten (10) days from such receipt and such reply shall become a part of the instructor's file.
- (b) Where an instructor has a clear record for three (3) years following a suspension or for one (1) year following a written warning, the instructor's prior record relating to the suspension or written warning, shall be destroyed and not introduced into any subsequent disciplinary proceeding against the instructor.
- 8.06 If a complaint concerning an instructor is received, the appropriate Board administrator within 10 days shall discuss the complaint with the instructor if the complaint or a memorandum thereof is to be placed in the instructor's file.

8.07 In the event the Board intends to suspend an instructor for more than part of a day or to discharge the instructor, the instructor's immediate superior, or designate of the Board, shall inform such instructor that a steward may be present. Failure to so inform the instructor shall not affect the validity of the suspension or discharge.

ARTICLE 9

SENIORITY

- 9.01 (a) For the purposes of this Agreement an instructor's seniority (other than that of a probationary instructor) shall commence with the date of the instructor's most recent hiring (other than as a result of a recall after a lay-off) by the Board and shall be maintained and accumulated so long as the instructor remains in the employ of the Board during:
- (i) a lay-off within any period during which the instructor was entitled to be recalled,
 - (ii) any sickness or accident,
 - (iii) any authorized leave of absence, and
 - (iv) any period of secondment to any other organization approved by the Board.
- (b) When a probationary instructor finishes the probationary period the instructor shall be entered on the seniority list and shall rank for seniority from the date the instructor was last hired.
- (c) A loss of seniority shall be deemed to have occurred if an instructor employed by the Board:
- (i) quits;
 - (ii) is discharged and is not reinstated by reason of the grievance procedure;
 - (iii) is laid off and not recalled within the times provided for in Article 9.05;
 - (iv) fails following a lay-off to notify the Board within seven (7) working days of the Board sending to the instructor a notice to return to work (such notice to be sent by registered mail to the instructor's last address on record with the Board) of the instructor's intention to return or fails to report for work on the date and at the time specified in such notice, which date is not sooner than said seven (7) working days.

9.02 Seniority lists shall be posted annually by the Board by January 30, and a copy thereof shall be sent to the Recording Secretary of the Local Union. Such list shall contain the work location and language of instruction of each instructor. The Human Resources Department shall also notify the President and Recording Secretary of the Local Union of all hirings (including the work location and percentage of teaching time of each new instructor), lay-offs, transfers, secondments, completion of probation and terminations of employment within two (2) weeks of reporting such actions to the Board and of receiving Board approval where required. Every May and November, the Board shall also provide to the President and Recording Secretary of the Local Union the addresses of all instructors who do not object to the release of such information.

9.03 A new instructor shall cease to be a probationary instructor on completion of **six (6)** months in the bargaining unit. The time while the employee is on leave without pay (i.e., medical, maternity, adoption), shall not be included when determining the completed **six (6)** months. The probationary period may be extended for one school year by mutual agreement of the instructor and the Board.

9.04 Lay-off and Recall

In all cases of lay-offs due to a reduction in work force (other than lay-offs of a temporary nature, i.e. two (2) weeks or less) instructors shall be laid off within their language of instruction in reverse order of their seniority ranking, provided that the Board may retain sufficient instructors who possess the necessary qualifications, ability, knowledge and skill to perform the jobs available. In the event of a layoff a permanent or long-term nature or the elimination of a position within the bargaining unit the Board will make best efforts to provided the Union and employee(s) subject to the layoff or position elimination with no less than thirty (30) days notice of the proposed layoff or elimination of the position.

In all cases of recall after lay-off, instructors shall be recalled within their language of instruction in accordance with their seniority ranking, provided that they must have the necessary qualifications, ability, knowledge and skill to perform the jobs available.

9.05 An instructor with seniority who is laid off shall retain seniority and right of recall for the following period of months if the instructor has the length of continuous service set opposite:

<u>Period of Months</u>	<u>Service in Years</u>
12	up to 2
24	more than 2

Notice of recall shall be sent by registered mail to the last address recorded with the Board by the instructor requiring the instructor to report to work on a date not earlier than seven (7) working days after the date of such notice. If the instructor does not reply within said seven (7) working days or fails to report for work at the time and date specified in the notice, the instructor shall be deemed unavailable and the next eligible instructor shall be called.

9.06 Should a local redundancy occur in a particular school, in a particular language of instruction, and should no instructor volunteer to transfer, then the Board will transfer the instructor in that language of instruction located at that school, who has the least seniority.

ARTICLE 10

REMUNERATION AND PERIOD OF WORK

10.01 (a) The annual salary of each instructor shall be as set out below:

Effective August 31, 2019 (0.5%)

<u>YEAR</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
0	35,464.00	37,489.00
1	38,314.00	40,171.00
2	41,170.00	43,145.00
3	44,335.00	45,821.00
4	47,182.00	48,797.00
5	50,036.00	51,474.00

Effective September 1, 2019 (1.75%)

<u>YEAR</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
0	36,084.62	38,145.06
1	38,984.50	40,873.99
2	41,890.48	43,900.04
3	45,110.86	46,622.87
4	48,007.69	49,650.95
5	50,911.63	52,374.80

Effective September 1, 2020 (1.75%)

<u>YEAR</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
0	36,716.10	38,812.60
1	39,666.73	41,589.28

2	42,623.56	44,668.29
3	45,900.30	47,438.77
4	48,847.82	50,519.84
5	51,802.58	53,291.36

Effective September 1, 2021 (3.75%)

<u>YEAR</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
0	38,092.95	40,268.07
1	41,154.23	43,148.88
2	44,221.94	46,343.35
3	47,621.56	49,217.72
4	50,679.61	52,414.33
5	53,745.18	55,289.79

Effective September 1, 2022 (+ \$1,633.00)

<u>YEAR</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
0	39,725.95	41,901.07
1	42,787.23	44,781.88
2	45,854.94	47,976.35
3	49,254.56	50,850.72
4	52,312.61	54,047.33
5	55,378.18	56,922.79

Effective September 1, 2023 (+ \$1,633.00)

<u>YEAR</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
0	41,358.95	43,534.07
1	44,420.23	46,414.88
2	47,487.94	49,609.35
3	50,887.56	52,483.72
4	53,945.61	55,680.33
5	57,011.18	58,555.79

Effective September 1, 2024 (+ \$1,633.00)

<u>YEAR</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
0	42,991.95	45,167.07
1	46,053.23	48,047.88
2	49,120.94	51,242.35
3	52,520.56	54,116.72
4	55,578.61	57,313.33
5	58,644.18	60,188.79

Effective September 1, 2025 (+ \$1,633.00)

<u>YEAR</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
0	44,624.95	46,800.07
1	47,686.23	49,680.88
2	50,753.94	52,875.35
3	54,153.56	55,749.72
4	57,211.61	58,946.33
5	60,277.18	61,821.79

10.01(b) (i) Definition of Levels

Level 1 - Secondary School Diploma or equivalent and training in methodology acceptable to the Board. In determining equivalency, the years of schooling shall be considered; in determining acceptable methodology, training and/or experience in language instruction shall be considered.

Level 2 - Bachelor of Arts degree (3 year) from an accredited university in Ontario or acceptable to an accredited university in Ontario.

(ii) Instructors holding less than the requirements set out in Level 1 shall be paid in Level 1.

(iii) Instructors who wish to apply for Level 2 shall do so in writing to the Human Resources Department by November 30 of the school year for which upgrading is requested. Proof of Ontario University courses shall be provided by official transcripts. Proof of equivalency shall be provided by official letter from an accredited Ontario University.

- (iv) Instructors who as of October 8, 1991 were in Level 2 as defined in the 1989/91 Collective Agreement will be deemed to have the educational requirements for Level 2 above.

10.02

- (a) The annual salary of each instructor as set in 10.01(a) shall be divided into twenty-six (26) equal instalments. These salaries include statutory holiday and vacation pay.
- (b) One instalment shall be payable on the Friday of every second week of the school year commencing with the Friday on which the Board's administrative payroll is due to be paid except that any instalment payable on a Friday which is a bank holiday shall be payable on the immediately preceding Thursday.

10.03 Unpaid instalments comprising the balance of the salary instalments due up to and including August 31 in each school year during the term of this Agreement shall be payable on the last school day of June of that year.

10.04

- (a) In consideration of the salary set out in Article 10.01 above, instructors shall work those days determined by the Ministry of Education and the Board to be "school days" as that term is used in The Education Act.
- (b) It is understood and agreed that instructors may be requested from time to time to attend meetings called by their respective Principals or the Board and to perform certain extra-curricular activities, and that if the instructor agrees to such requests, no additional salary or overtime shall be paid.

10.05 An instructor who works only a portion of the "school days" in any particular year is entitled to be paid the instructor's salary in the proportion that the total number of "school days" worked bears to the whole number of "school days" in the year.

10.06

- (a) Effective September 1, 2006 the agreement to provide that instructors will be credited with one year of experience for purposes of salary grid advancement provided they have worked at least at 60% time class during the previous school year.
- (b) Provided the Employer is able to address and satisfy any technical requirements for the implementation of the aforementioned provisions, the effective date for the revised granting of experience for salary grid advancement shall be September 1, 2006 rather than September 1, 2007 as otherwise proposed by the Employer.

10.07 In the future, it is understood and agreed that the Board will have met its Pay Equity Maintenance obligation if Level 1 and Level 2 maximum salaries are not less than 99.3% of the job rate of the male comparator job as set out in the Memorandum of Settlement for Pay Equity dated April 26, 1991.

ARTICLE 11

HOLIDAYS

11.01 Instructors shall not be required to work on the following statutory holidays, and no amount shall be deducted from the pay which they are otherwise entitled to receive under Article 10 as the case may be as a result of the failure to work on such holidays:

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

Any other day declared as a school holiday by the Minister of Education and enjoyed by the Board's students.

It is understood that since the instructors are not required to work during the summer time they are not entitled to receive any additional pay for Canada Day, Simcoe Day or Labour Day.

ARTICLE 12

VACATIONS

- 12.01 It is understood and agreed that the salaries set out in Article 10 are annual salaries and that vacation pay is included inasmuch as the days worked are "school days" as defined by the school year adopted by the Board in accordance with the regulations made under The Education Act of Ontario and all school vacations are available to the instructors as paid vacations.

ARTICLE 13

SICK LEAVE PLAN

- 13.01 The sick leave plan appended hereto shall be available to the instructors. Paragraph 2 of Part 1 and paragraph 4 of Part 5 of such plan are subject to the grievance procedure set out in Article 7.
- 13.02 The initial 12 days of sick leave credits accumulated each year shall be used exclusively for an employee's personal illnesses. Any additional accumulation beyond 12 days may be used either for personal illness or for other leaves of absence as defined in the collective agreement.
- 13.03 An instructor who may be entitled to deduct one or more days of leave from any accumulated sick leave credits but does not have sufficient credits, the instructor may use in lieu thereof any current unused sick leave in anticipation of an accumulation of sick leave credits at the end of the school year. However, if at that time the instructor does not have any unused sick leave to accumulate, then that instructor's last instalment of salary for the school year shall be adjusted by the amount paid to the instructor during any such leaves.

ARTICLE 14

LEAVES OF ABSENCE

Union Business

14.01 Upon written request by the Local Union to the Board given at least ten (10) days in advance, the Board will grant leave of absence without pay, if such leaves do not unduly interfere with the Board's operations, to instructors to attend Union conventions or seminars.

- (i) such leaves do not exceed an aggregate of thirty (30) working days in any calendar year provided the Director of Education may, at the request of the Local Union, grant an additional five (5) person-days in any calendar year;
- (ii) no more than three (3) instructors are absent on such leaves at any one time and no more than one (1) instructor absent from the same school, and
- (iii) no instructor is entitled to more than fifteen (15) such days off in any one calendar year, provided that such number of days off shall be increased up to twenty (20) if the instructor requesting such additional days is an officer of the Local Union.

14.02 An instructor who is elected or appointed for a full-time position with the Union shall be granted a leave of absence without pay for a period of up to two (2) years, provided however, that the return from such leave will coincide with commencement of a school term. Such leave may be extended by the Board.

Compassionate Leave and None Personal Illness Days

- 14.03 (a) The Board shall grant to an instructor requiring leave by reason of a death in the instructor's immediate family (spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandchild or any grandparent) up to five (5) working days without loss in pay for the purpose of attending the funeral;
- (b) The Board shall grant to an instructor requiring leave by reason of the death of an uncle, aunt, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the instructor up to two (2) working days without loss in pay for the purpose of attending the funeral.

Grievance Procedure and Arbitration

- (c) Employees must notify their Principal and the Executive Superintendent of Human Resources Leadership and Equity or designate, when accessing such leave.

Non-Personal Illness Days

- (d) Paid Leaves of absence 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. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

Statutory Pregnancy and Parental Leaves

- 14.04 (a) Statutory pregnancy and statutory parental leaves shall be granted in accordance with the Employment Standards Act (Appendix A). Statutory parental leave includes leave for the purposes of adoption. Such leaves shall be without pay except as provided in clause 14.07.

Application for Pregnancy/Parental Leave

- (b) An instructor shall apply for pregnancy/parental leave through the principal to the appropriate superintendent of education on the Pregnancy/Parental Leave Request forms available from the Human Resources Department. In the case of a pregnancy leave, a letter from a physician indicating the approximate date of birth must accompany the request form. If a parental leave is requested, documentation verifying the date of adoption or date of birth must accompany the request form.
- (c) Instructors are encouraged to apply for leave for the entire duration of their leave at the same time. At least 30 days written notice should be given to the Board prior to the commencement of the leave. However, if the instructor had not applied for one or more leaves at the same time such instructor may on at least 30 days written notice apply for the further leaves as provided in this Article.

If unforeseen circumstances subsequently arise related to the health or the coming into custody, care and control of the child that require the instructor to take leave, the Board shall grant such leave provided such is verified in writing by a qualified medical practitioner or appropriate agency.

- (d) An instructor will be required to provide a letter from a physician certifying that she is able to resume full duties.

Extended Parental Leave

- 14.05 (a) An instructor is entitled to the extended parental leaves set out below provided the following conditions have been met:
 - (i) the instructor has successfully completed the probationary period, prior to beginning the statutory leave; and
 - (ii) the cumulative total of pregnancy, parental, and extended leave(s), including the extended leave being sought, do not exceed two calendar years.

- (b) First Extension - Subject to clause 14.05(a) and upon request of the instructor made thirty (30) days prior to the expiry of the statutory parental leave, the Board shall grant an extended parental leave until the end of the Christmas break next following or until August 31 next following as chosen by the instructor.
- (c) Second Extension - Subject to clause 14.05(a) and upon request of the instructor made at least thirty (30) days prior to the expiry of the first extended parental leave, the Board shall grant a second extended parental leave until the end of the Christmas break or until August 31.

Payment of Benefits

14.06 An instructor granted a statutory leave shall continue to participate in those benefit plans (other than the sick leave credit plan but including the life insurance plan, extended health plan and dental plan) which the instructor already enjoys unless the instructor elects not to do so. The Board shall continue to pay its share of the cost of such benefits during such statutory leave(s), but not during any extensions of such leaves. Such instructor shall assume the total cost of these benefit plans for any period of leave that exceeds the above mentioned periods if the instructor elects to remain covered under such benefit plans.

Supplementary Plan

14.07 An instructor taking pregnancy/parental leave under this Article who is subject to a waiting period of at least **one** week before receiving EI pregnancy/parental benefits shall receive an allowance, upon appropriate verification to the Board. This allowance shall be the same amount as the instructor receives in benefits from the EIC for a **one** week period.

14.08 Maternity Benefits/SEB Plan

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.

- e) Employees completing a long-term supply assignment of 6 months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) Employees not defined above have no entitlement to the benefits outlined in this article.

Personal Leave

- 14.09 An instructor may be granted a leave of absence for personal reasons (including a leave to attend an accredited educational institution) other than illness or accident without pay if the completed application therefor is approved by the appropriate official of the Board. Such application should be sent to the Field Centre superintendent of education concerned at least fifteen (15) days prior to the requested leave, provided that in unusual circumstances the Board may waive such fifteen (15) day requirement. If such leave is for urgent personal business and is recommended by the Field Centre superintendent of education and approved by the Executive Superintendent of Human Resources Leadership and Equity, the instructor may elect to take up to two (2) days per calendar year with no loss in pay resulting therefrom or to take such leave without pay. If the instructor returns to work within sixty (60) days from the commencement of such leave, the instructor shall return to the instructor's position, unless such has become redundant, in which case a comparable position would be offered by the Board, and shall be entitled to any salary adjustments to which the instructor would have been entitled if the instructor had not been absent on leave.
- 14.10 Where an instructor is unable to arrange for anyone other than the instructor to care for a member of the instructor's immediate family (as defined in section 14.03(a)) who is seriously ill, such instructor may, with permission of the instructor's principal, use up to a maximum of five (5) days to care for such member. On request, the instructor shall furnish acceptable evidence of such illness.
- 14.11 Special time off shall be granted to instructors for the purpose of writing university or similar examinations or attending the instructor's own graduation.
- 14.12 Leave for Indigenous Employees for the purposes of:
 - i) voting in elections as indicated by self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work;
 - ii) Attendance at Indigenous cultural/ceremonial event.

Other

- 14.13(a) An instructor who is quarantined, called for jury duty or is subpoenaed as a witness in a matter in which the instructor is not a party or not the accused and who as a result thereof loses time from work shall be entitled to the instructor's salary notwithstanding such absence from work, provided that the instructor:
- i) informs the Board immediately upon being notified that the instructor will be required to attend court or be quarantined;
 - ii) presents proof of service requiring the instructor's attendance; and
 - iii) promptly repays the Board the amount (other than expenses) paid to the instructor for such service as a juror or for attendance as such witness.
- (b) If an instructor is charged with a criminal or quasi-criminal offence and is not found guilty of the offence or any other offence, or if the charge is withdrawn, such instructor shall be entitled to draw on the instructor's accumulated sick leave credits for the number of days that the instructor was absent from work because the instructor was in attendance at Court in connection with such charge. This paragraph shall not apply if the offence charged is one for which the instructor has the option of electing to be tried in night court.
- (c) The Board shall reimburse an employee's legal costs where the employee has been charged with a criminal or quasi-criminal offence related to or arising out of employment with the Board and the employee is acquitted, the charge is unconditionally withdrawn or the case is dismissed.

- 14.14 An instructor who is on any leave without pay for any reason other than illness or accident in excess of fifteen (15) working days or an instructor who is on leave without pay in excess of thirty (30) working days by reason of sickness or accident not covered by Workplace Safety and Insurance may, to the extent permitted by the carriers thereof, continue to be covered by the Board's health and life insurance plans if the instructor pays the total cost of premiums therefor.
- 14.15 An instructor who has been granted a leave of absence and who fails to return to work on the first school day following the end of the leave, shall be considered to have terminated employment with the Board, unless the instructor has requested an extension(s) of such leave of absence as may be provided within the Collective Agreement, and the extension(s) has/have been approved.
- 14.16 The Board will grant leaves of absence of one (1) year to instructors on the basis of spreading four (4) years' salary over five (5) years (hereinafter called the "Plan") on the following terms and conditions:
- (i) any permanent full-time instructor who has completed at least two (2) years' employment with the Board may apply to participate in such Plan;
 - (ii) the maximum number of such leaves which may be granted under such Plan shall not exceed three in any one work year;
 - (iii) an instructor wishing to participate in such Plan shall apply on the form available from the Human Resources Department. The forms will be available on January 1 and must be received by the Human Resources Department on or before February 1 in order for the instructor to be considered for participation in the Plan commencing at the start of the following prescribed work year;
 - (iv) applications for such leave which have been approved by the immediate administrative and professional supervisors shall be considered by the Director who shall make the final decision. An instructor whose application is approved by the Director shall be so informed by June 1 next following;
 - (v) each instructor permitted to participate in the Plan shall enter into an agreement with the Board as follows:
 - (1) in each of the four (4) years of the Plan commencing the start of the prescribed work year next following approval the instructor shall be paid 80% of the salary and allowances to which the instructor is otherwise entitled under Article 18.
 - (2) the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited thereon at the rate payable from time to time by the Canadian Imperial Bank of Commerce on Daily Interest Savings Accounts and compounded annually;

- (3) the leave of absence shall commence on the first work day of the prescribed work year of the 5th year from the commencement of the instructor's participation in the Plan;
- (4) during such work year of the leave of absence the Board shall
 - A. pay the instructor all the funds accumulated pursuant to (2) and interest earned in accordance with the foregoing either in a lump sum or in instalments in accordance with section 10.02, as the instructor may direct, and
 - B. pay that portion of the premiums payable for the benefit plans set out in sections 15.01, 15.02, 15.03 and 15.04 which it would have paid if the instructor were not on leave;
- (5) the instructor shall pay that portion of the premiums payable for such benefit plans which the instructor would have paid if the instructor were not on leave and the instructor's contributions to the Ontario Municipal Employees Retirement System (or the Teachers' Superannuation Plan, if applicable);
- (6) subject to any other provisions of the collective agreement, on the instructor's return from the leave, the instructor shall be returned to the municipality in which the instructor was employed immediately prior to such leave, if in the view of the Board it is practicable;
- (7) during such leave, the instructor's seniority shall accumulate but for the purposes of Article 10 the period of such leave shall not be regarded as experience;
- (8) the instructor shall not be entitled to any sick leave credits during the period of such leave but on the instructor's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave;
- (9) an instructor declared redundant under Article 9.06 or who leaves active employment with the Board while participating in the Plan must withdraw therefrom. The instructor shall then be paid within sixty (60) days a lump sum equal to the instructor's contributions plus interest accrued to date of the withdrawal;

- (10) the instructor may withdraw from the Plan
 - A. provided no replacement for the instructor has been engaged by the Board,
 - B. but may not do so after April 15 in the calendar year in which the leave is to be taken except with the consent of the Board;
- (11) notwithstanding the foregoing, the Board may, if it is unable to employ an instructor as a suitable replacement for the participating instructor who is on leave, defer such leave for up to one (1) year. In such event the participating instructor may withdraw from the Plan and the instructor shall then be paid within sixty (60) days a lump sum equal to the instructor's contribution plus interest accrued to the date of such withdrawal;
- (12) if a instructor dies, retires, is dismissed or terminated or otherwise leaves active employment with the Board while participating in the Plan the instructor's personal representative, in the event of the instructor's death, or the instructor shall be paid such lump sum and interest accrued up to the date of the instructor's death, retirement, dismissal, termination or leaving, as the case may be;
- (vi) The implementation of the Plan is conditional on approval by Revenue Canada and the obtaining of an advance income tax ruling that any instructor entering the Plan will be subject to tax in each of the five years only on the amount of income actually received by them in the year and that the tax to be withheld by the Board shall be based on the amounts actually paid to the instructor.

ARTICLE 15

BENEFITS

NOTE: Please refer to the Employee Self Service Portal, the TCDSB Intranet, and Part A of the Collective Agreement for explanation of Health Benefits coverage.

- 15.01 (a) The Board shall pay 75% of the premiums in effect for LTD with the following features.
- (i) benefit - 75% of regular annual wage with any benefit from E.I., CPP, Workplace Safety and Insurance or similar sources to be integrated in such a way that total income from all these sources does not exceed 75% of annual wage;
 - (ii) qualifying period - 90 working days;
 - (iii) definition of disability - disability which prevents the employee from doing regular work for a period of two years and doing related work for the third year;
 - (iv) the plan will cover full time employees who are on the active payroll and not in receipt of Workplace Safety and Insurance;
 - (v) participation - mandatory participation by all employees who are eligible, except that if an employee is not actively at work when the insurance would otherwise take effect, the insurance will take effect on the next day on which the employee is again actively at work; AND
 - (vi) for a period of twelve (12) months following the date of enrolment in the LTD Plan, an employee is not entitled to benefits if the disability results from a condition for which the employee was treated during the three (3) month period preceding the date of enrolment.
- 15.02 Effective upon ratification the Board shall continue the Great West Life Dental Plan based on the applicable 2004 Ontario Dental Association (ODA) tariff; with Riders 1 and 2, a major restorative rider with reimbursement at a level of 50% and a lifetime maximum of \$10,000 and an orthodontic rider with reimbursement at a level of 50% and a lifetime maximum of \$3,000 per person. The Board shall pay 100% of the premiums for the basic plan with Riders 1 and 2, and the major restorative and orthodontic riders.

Effective December 1, 2008 ODA to be updated to 2005;
Effective September 1, 2009 ODA to be updated to 2006;
Effective September 1, 2010 ODA to be updated to 2007;
Effective September 1, 2011 ODA to be updated to 2008.

15.03 The Board shall continue the existing Great West Life Semi-Private Plan and the Great West Life Extended Health Plan with the deductible of \$10 and \$20 and the Great West Life \$250/24 Vision Care Plan, and pay an amount equal to 100% of the premium in force on June 1, 2004.

- i) Effective December 1, 2008 premiums at the June 1, 2005 level;
- ii) Effective September 1, 2009 premiums at the June 1, 2006 level;
- iii) Effective September 1, 2010 premiums at the June 1, 2007 level;
- iv) Effective September 1, 2011 premiums at the June 1, 2008 level.

15.04 The existing Group Life Insurance Plan shall continue to cover an amount equal to three times salary. With respect to the premium payable on the first \$25,000 of coverage the Board shall contribute an amount equal to 100% of the premium in force on June 1, 2004:

- i) Effective December 1, 2008 premiums at the June 2005 level;
- ii) Effective September 1, 2009 premiums at the June 2006 level;
- iii) Effective September 1, 2010 premiums at the June 2007 level;
- iv) Effective September 1, 2011 premiums at the June 2008 level.

Each instructor shall pay the balance of the premiums required to be paid for that instructor's insurance coverage.

An instructor who is absent from work due to an illness or accident for more than five months is required to notify the Board's Benefits Department thereof in writing. Failure to do so may negate the instructor's coverage under such plan.

Effective September 1, 2005 benefits coverage outlined in Article 15.02 and 15.03 shall be extended to dependents up to the age of twenty-five (25) who are enrolled full-time in a post secondary school institution.

15.05 The Extended Health Care Plan set out will include an annual aggregate of \$500 per person for all of the following: psychologist, speech therapist, podiatrist, acupuncture, chiropractor, registered massage therapist, osteopath, naturopath, chiropractor, and physiotherapist.

- 15.06 The portion of a E.I. rebate which may arise by reason of the Board's sick leave plan shall be used by the Board to offset its cost to provide benefits under this Article. The Board will provide the Union with an annual statement of the amount of any such rebate.
- 15.07 The Board shall have the right to determine the carrier for any of the benefit plans covered in this Article except OHIP provided that any new plan is equal or better in every respect to the provisions of the existing plan. The Board shall meet and discuss with the Union any plan changes before they are implemented.
- 15.08 The Board shall continue to contribute on behalf of its instructors as required by the Ontario Municipal Employees' Retirement System including Supplemental Type 1.
- 15.09 (a) Instructors required to use their vehicles for approved travel in connection with their assignment, shall be paid a travel allowance in accordance with Board policy;
- (b) An instructor entitled to a reimbursement shall have public liability and property damage insurance for the vehicle in the amount of \$500,000 or such other amount as the Board's insurance brokers may recommend to the Board from time to time. If requested, the instructor shall furnish evidence of this insurance to the Board.
- 15.10 If the Board determines in its discretion that a car is not essential to an itinerant instructor, the Board shall reimburse such instructor for public transportation costs.
- 15.11 Employees terminating benefit plan coverage during leaves of absence must re-apply for such coverage, if so desired, upon their return to work.
- 15.12 All employees regardless of age, will be eligible to enrol in the dental and extended health care plans.

ARTICLE 16

MISCELLANEOUS

- 1601 All correspondence between the Board and the Local Union arising out of this Agreement, or incidental thereto, shall pass to and from the Executive Superintendent of Human Resources, Leadership and Equity and the President and Recording Secretary of the Local Union with copies to the Director of Education of the Board and the National Representative of CUPE assigned to the Local Union.
- 1602 If, subsequent to entering the employ of the Board, an instructor takes an educational course at the written request of the Board, confirmed by the Executive Superintendent of Human Resources Leadership and Equity, the Board will pay 100% of the cost of such course.
- 1603 The Board shall make a copy of this Agreement available on its website. The Employer shall ensure that all new employees are provided with an electronic copy. The Board will supply five (5) hard copies to the Union on completion of each round of bargaining.
- 1604 A Union-Management meeting between officers of the Local Union and representatives of management may meet periodically to discuss matters of mutual concern. The party requesting the meeting shall provide a proposed agenda with any request for such meeting. When meetings are held during an instructor's working hours, no loss of pay will result.

Such meeting shall be convened within thirty (30) days of either party giving notice to the other. Except as may be agreeable to the other party, neither party shall request more than two (2) meetings per year. Either party may place items on each agenda.

It is understood that one such meeting shall be called for on an annual basis in order to review and to discuss those health benefits outlined within the collective agreement including issues related further to the Workplace Safety and Insurance Act.

It is understood that the representatives at the Union-Management meeting do not have the authority to amend the collective agreement.

The Board agrees to meet and consult with the Union prior to the implementation of any major changes in the model of integrated program delivery for the International Languages Program (Elementary Schools). Such consultation shall occur by means of a Union-Management meeting called by Management and shall be in addition to the regular Union-Management meetings referred to elsewhere in this article.

1605 An instructor shall not be required to replace a member of the teaching staff.

1606 (a) The Board will use best efforts to ensure, where possible, that instructors will not be required, to instruct and/or supervise, more than 31 – 32 students in a classroom at any one time during an instructional period.

(b) A full time student in part (a) above, is one who is instructed in an International Languages Program (Elementary Schools) for an average of 30 minutes per day. A student instructed for an average of less than 30 minutes per day shall be prorated accordingly.

(c) In recognition of the fact that there is no planning and evaluation time allotted to instructors, instructors will not be required to perform bus duties nor to supervise during the morning or afternoon school recess period or during the lunch period. Full-time instructing is considered a course-load of ten (10) classes per week.

1607 Travel Time

Instructors shall be provided with a minimum of thirty (30) minutes travel time between the schools/workplace.

1608 Employee List

The employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone and work email. The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a bi-annual basis.

1609 Excursions

Pursuant to the Education Act, no instructor shall attend any school excursion, including sports/coaching events, without a TCDSB teacher present and supervising. If an instructor wishes to attend a school excursion or sports/coaching event with a TCDSB teacher, they must first obtain written approval from their principal.

ARTICLE 17

SEXUAL HARASSMENT

- 17.01 The Sexual Harassment Policy and complaint procedure as established by the Board and as amended from time to time shall apply to all instructors covered by this collective agreement.
- 17.02 The Board and all employees recognize that every employee has the right to freedom from assault in the workplace. The policy statements of the Board on Safe Schools Policy shall apply to all employees covered by this Collective Agreement.

ARTICLE 18

PROFESSIONAL DEVELOPMENT

18.01 During the school year, provided the Board designates at least one (1) day as a board-wide professional development day, it is the Board's intention to organize for one (1) of such days a program related to the functions of instructors.

If the Board does not designate a day as a board-wide professional development day, it will nevertheless attempt to give each instructor an opportunity to participate in one (1) professional development day per school year related to the functions of instructors.

18.02 The Board will pay the cost of prior approved courses. Any funds granted to an instructor for such purpose shall be in accordance with the following:

- (i) the applicant shall have a minimum of five (5) years experience with the Board;
- (ii) applications shall be submitted in writing to the Superintendent of Education, Staff Development, not later than June 30 for courses to be taken during the following 14 months. (Note: only a general outline of proposed program or course is necessary for initial approval.);
- (iii) evidence of completion of the approved course.

If, subsequent to entering the employ of the Board, an instructor takes an educational course at the written request of the Board, confirmed by the Executive Superintendent of Human Resources Leadership and Equity, the Board will pay 100% of the cost of such course.

ARTICLE 19

JOB POSTING

19.01 Where a permanent vacancy for a position which is 80% or more basic time class occurs and the Board determines to fill such vacancy or a new position within the bargaining unit is established, such vacancy shall be posted for a period of 15 consecutive calendar days with a copy to the President and Recording Secretary of the Union. Applications for such vacancy shall be made in writing within a 15 day period referred to herein.

19.02 The Board shall consider the following two factors in determining which employee is to be selected:

- (i) relative seniority of the applicants; AND
- (ii) the ability, knowledge, training and skill of the applicant to do the job.

When factor (ii) is relatively equal as between two (2) or more applicants, their relative seniority shall govern. If none of its employees who have applied for the vacancy is qualified to fill a vacancy, the Board may engage an employee from any other source.

19.03 The position must be filled by the successful candidate by September or January following the posting. The vacant position may be filled on a temporary basis from the time vacancy occurs until the date on which the successful candidate starts in the position.

19.04 A job shall not be considered vacant for posting where the employee is on vacation, or on secondment, is absent due to illness or leave of absence, or on lay-off subject to recall.

19.05 It is understood that temporary vacancies, as outlined in 19.04 are expected to be filled on a temporary basis, and will not be posted.

ARTICLE 20

TERMINATION

- 20.01 Save as otherwise set out, this Agreement shall become effective on September 1, 2022 and shall terminate on August, 31 2026

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ARTICLE 21

NOTICE OF RENEWAL

21.01 Either party hereto may require the other party to enter into negotiations for the renewal of this Agreement on ten (10) clear days' notice given to the other party within the period of three (3) months immediately prior to its expiry date, specifying any modifications or amendments requested.

21.02 For the purpose of sending proper notices herein, the following shall be the addresses of the respective parties:

Director of Education
Toronto Catholic District School Board 80 Sheppard Avenue East
Toronto, Ontario M2N 6E8

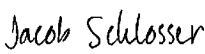
Canadian Union of Public Employees
National Office
80 Commerce Valley Drive East
Markham, ON L3T 0B2


21.03 Any notice given under this Agreement shall be deemed given and received as of the business day immediately following the date of mailing.


IN WITNESS WHEREOF the Board has caused its corporate seal to be affixed hereto under the hands of its proper officers authorized in that behalf and the authorized representatives of the Union and of the Local Union have hereunto set their hands and seals.

EXECUTED AT TORONTO as of the date first above written.

FOR THE BOARD

Signed by:

35A78C27F084441...
Jacob Schlosser

Signed by:

DC39383BA144438...
Lynda Coulter


Signed by:

1C5E9B798E7C380...
Laurienne Graham

Signed by:

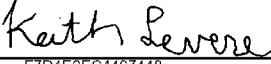
1B37F5C5678D49D...
Rosemarie Krasnovitch


Signed by:


49C473182C87494...
Adalgiso Bria

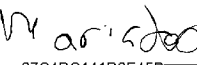
DocuSigned by:

F19A384A37B8482...
Joseph Garritano

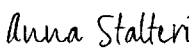
FOR THE UNION

Signed by:

E7D2E9FC4407448...
Keith Levere

DocuSigned by:

73579347E674B5...
Val Di Gregorio

Signed by:

D2318ECC97BD4A6...
Susan Guido

Signed by:

27C4DC141D8E45D...
Maria Chaves

Signed by:

D5E743FE17C84AD...
Anna Stalteri

APPENDIX A

TORONTO CATHOLIC DISTRICT SCHOOL BOARD
PLAN FOR SICK LEAVE AND
RETIREMENT GRATUITY

NOTE: 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.

PART 1 - GENERAL

- 21.03.1 Under authority of section 39 of the School Administration Act, 1967, now The Education Act, a plan for SICK LEAVE AND RETIREMENT GRATUITY based on sick leave credit was revised as of September 1, 1969, for every employee eligible under section 5 hereof and, subject to the final authority of the Board, the administration of the plan shall be vested in the Director Education.
- 21.03.2 The Director of Education shall have the power to do and perform all things necessary for the conduct of the plan including the power, subject to appeal to the Board, to allow or disallow any sick leave credit or deduction therefrom under this plan and to compute upon severance of employment, the gratuity, if any, payable to the employee.
- 21.03.3 The Director of Education shall direct that records of sick leave credits, accumulated sick leave and deductions therefrom be maintained.
- 21.03.4 In the case of dispute with respect to any matter concerning the operation of this plan, the decision of the Board shall be final.
- 21.03.5 (a) All employees of the Board or the permanent or probationary staff other than those subject to other agreements shall be included under this plan.
- (b) Persons employed on a part-time basis shall be included under this plan. The benefits will be calculated on a pro rata basis. A supply secretary who is assigned to a particular school or other place of work for at least three continuous months shall be eligible for two days of paid sick leave on the basis referred to in Article 13 of the collective agreement but may not accumulate any unused sick leave beyond the period of such assignment.

(c) Temporary employees who are employed for a specific period of time shall be entitled to sick leave credits on a pro rata basis. However, temporary employees who are employed on a day-to-day basis, or at any hourly rate of payment, shall not be included under this plan.

- 21.03.6 Sick leave credits shall be calculated for a working year of ten (10) months from September 1 at the rate of two (2) days per month. Sick leave credits shall be calculated for a working year of more than ten (10) months from January 1 at the rate of two (2) days per month. For any employee commencing employment after the first day of the working year, the sick leave credit shall be prorated at the stated rate per month from the date of commencing employment until the end of the working year.
- 21.03.7 The initial 12 days of sick leave credits accumulated each year shall be used exclusively for an employee's personal illnesses. Any additional accumulation beyond 12 days may be used either for personal illness or for other leaves of absence as defined in the collective agreement.
- 21.03.8 At the commencement of employment, and at the beginning of each working year, the employee's sick leave account shall be credited with the total current year's sick leave allowance at the stated rate per normal working month.
- 21.03.9 One hundred per centum (100%) of unused sick leave may be accumulated.
- 21.03.10 While an employee is on leave of absence without pay or is on layoff the employee shall not accumulate any sick leave credits but shall retain whatever sick leave credits that may have accumulated at the date of such leave or layoff and be entitled to the use thereof upon the employee's return from such leave or upon being rehired subsequent to being recalled.

PART 2 - INITIAL CREDIT AND TRANSFER

1. (a) Cumulative Sick Leave Plan in operation prior to September 1, 1969, will be credited to the employee's account in the revised plan.

(b) Initial credits shall apply to employees of the Board on September 1, 1969.
2. Where an employee of a municipality or local board, which has established a sick leave credit plan under The Municipal Act or similar legislation, becomes an employee of this Board on or after the effective date of this plan (September 1, 1969) said employee shall be entitled to have placed to the employee's credit in the plan of the municipality of local board by which the employee was previously employed to the maximum allowed under the Toronto Catholic District School Board plan.
3. Where an employee of this Board becomes an employee of another board or municipality, said employee shall be entitled to a transfer of the employee's sick leave credit to the sick leave plan, if any, of the new employer. (Ref. The Municipal Act, section 386, paragraph 49)

4. No transfer into, or out of, the sick leave credit plan of this Board shall be made if the employee receives from the first of the two employers a gratuity or other allowance paid in respect to accumulated sick leave.
5. In the event of re-employment of an employee, the Board shall reinstate the accumulated sick leave allowance held by the employee on resignation, provided that the employee has not had intervening employment that interrupted the continuity under which such sick leave credits are accumulated and that the period of non-employment does not exceed six (6) months from the date of resignation.

PART 3 - ABSENCE WITH DEDUCTION FROM SICK LEAVE CREDIT

1. Absence for illness of the employee for a period of three (3) consecutive working days or less may be certified by the school principal or by the official of the board in charge of the appropriate department. Absence over three (3) consecutive working days must be certified by a qualified medical or dental practitioner and it is the responsibility of the employee to provide this evidence to the Board within five (5) days after returning to duty. The Board reserves the right to have a medical practitioner of its own choice make an examination of an employee at any time before allowance for sick leave is given or while benefits from the plan are being received.
2. Deductions shall be made from an employee's sick leave credit for the number of days of absence because of illness. No salary payment shall be made to the employee for absence beyond the number of days to said employee's credit in the sick leave plan.
3. If an employee submits a resignation effective earlier than the last day of the working year, deduction shall be made from the sick leave credit for the remaining months of the year at the stated rate of allowance per month, or fraction thereof.

PART 4 - WORKPLACE SAFETY AND INSURANCE

Under the Workplace Safety and Insurance Act this Board provides protection for its employees for loss of salary due to injury sustained in the course of duty. Absence of one working day or less will be charged to sick leave credit. Absences in excess of one day will not be charged to sick leave credit.

PART 5 - RETIREMENT GRATUITY

1. An employee upon retirement or death shall be entitled to a gratuity based on the unexpended portion of the employee's sick leave credit (less any accumulated credits which have been used for leave purposes) in accordance with the following:
 - (i) the employee's normal weekly salary at the time of retirement or death shall be divided by 5. The result shall be multiplied by the number of unused accumulated days of sick leave times the applicable of the following percentages:

Year of Service	Percentage of Leave Credits
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	12
12	14
13	16
14	18
15	21
16	24
17	27
18	30
19	33
20	36
21	39
22	42
23	45
24	48
25	50

but in no circumstances shall such gratuity exceed 50% of the employee's annual rate of salary at the date of such retirement or death;

- (ii) the said gratuity shall be payable:
 - A. upon the death of an employee to the beneficiary named in the employee's life insurance policy with the Board, and
 - B. upon the retirement at age 55 years or more of an employee on an OMERS pension to such employee;
 - (iii) employees on staff as of June 30, 1969, may have their sick leave accumulated and their retirement gratuity calculated on the plan in force on June 30, 1969;
 - (iv) no employee shall be entitled to more than an amount equal to the employee's salary, wages or other remuneration for one-half the number of days standing to the employee's credit and in any event not in excess of the amount of one-half year's earnings at the rate received by the employee immediately prior to termination of employment (ref. The Education Act and the Municipal Act);
 - (v) the computation of the gratuity shall be based only on sick leave accumulated in service with this Board.
2. The retirement gratuity shall be paid in one amount on the first of the month following termination of employment, according to the option of the employee.
 3. In the event of the death of an employee, the retirement gratuity calculated on the cumulative sick leave credits at the time of death shall be paid to the beneficiary named in the employee's Group Life Insurance Policy.
 4. The Board shall have the right at all times to withhold payment of a gratuity to a person discharged for reasons which the Board may deem to have moral or legal implications.

PART 6 - AMENDMENT OR REPEAL

The Board reserves the right to amend, repeal or re-enact any clause of the plan.

APPENDIX B

LETTER OF UNDERSTANDING

WHEREAS the Board has been informed by Human Resources Development Canada (HRDC) that the Supplemental Employment Insurance Benefit ("SUB") Plan respecting pregnancy and parental leaves under the said collective agreement does not meet all the conditions of subsection 57(13) of the Employment Insurance Regulations;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter expressed and contained, the Board and the Union do covenant, undertake and agree the one with the other as follows:

1. Instructors must apply for and must be in receipt of employment insurance benefits to receive payments under the SUB Plan within the meaning of s.57(13)(c) of the Employment Insurance Regulations.
2. Instructors have no vested right to payments under the SUB Plan except to payments during a period of unemployment specified in the SUB Plan within the meaning of s.57(13)(h) of the Employment Insurance Regulations.
3. Payments to Instructors respecting guaranteed annual remuneration or respecting deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SUB Plan within the meaning of s.57(13)(i) of the Employment Insurance Regulations.

APPENDIX C

LETTER OF AGREEMENT

CONTRACTING OUT

In the event the Board proposes to contract out any work normally performed by employees, the Board shall notify the Local Union at least two months in advance, where possible, and discuss with the Union such proposal or decision. No bargaining unit work shall be contracted out without prior consultation with the union.

APPENDIX D

DEFINITION OF

OMERS CONTRIBUTORY EARNINGS

The following definition of contributory earnings under the OMERS pension plan is provided for information purposes only and is non grievable. The parties will continue to be bound by any and all amendments to the OMERS pension plan.

Contributory earnings must include all regular earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected to normally occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (for example, flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP) the balance of the extension period becomes unpurchasable service;

- Stand-by pay/call in pay (pay for being on call, not pay for hours worked when called in) [where this pay is in relation to duties that are an extension of the member's normal job];
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- Ongoing taxable payments to pay for costs (for example, educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings);
- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

APPENDIX E

LETTER OF AGREEMENT

RE-DEPLOYMENT OF IL INSTRUCTORS – SUBJECT TO THE
ELIMINATION OF FUNDING AND/OR MINISTRY OF EDUCATION
APPROVAL

Should the IL Program be eliminated the parties agree to the following:

1. The parties agree to review all available vacant positions deemed eligible to be filled by the Board and redeployment options for CUPE 3155 employees, subject to their qualifications, skills and abilities and subject to the relevant Collective Agreement hiring process outlined in any other TCDSB bargaining unit.
2. Redeployment is voluntary, any employees wishing to be redeployed must advise the employer within 10 days of notice that the program is being eliminated.
3. Redeployment opportunities will be offered on the basis of seniority.
4. Members shall be redeployed with no break in service with the TCDSB, where possible. Seniority within any other bargaining unit is not the purview of the TCDSB, therefore, no commitments can be made in this regard.

The parties agree that no grievances will be filed with respect to the administration of this Letter of understanding.