

COLLECTIVE AGREEMENT

between

LIMESTONE DISTRICT SCHOOL BOARD

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1480-00

Representing

**Secretarial, Office Clerical, Educational Assistant, Early Childhood
Educators, Technical**

September 1, 2022 – August 31, 2026



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APPENDIX I

CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

- a) The parties to the collective agreement are the school board or school Authority and the union.

- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

The following process pertains exclusively to disputes and grievances on central matters that have

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

a. Dispute Resolution

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

b. Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

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

b. The Crown shall have the following rights:

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

- a. Notice of the dispute shall include the following:
 - i. Any central provision of the collective agreement alleged to have been violated.

- ii. The provision of any statute, regulation, policy, guideline, or directive at issue.
- iii. A comprehensive statement of any relevant facts.
- iv. The remedy requested.

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation /Expedited Meditation

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

the scheduled review.

- m. The Crown may provide a brief no later than two (2) days prior to the review.
- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

C4.16 Arbitration

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

C5.00 BENEFITS

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

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

Consistent with section 144.1 of the Income Tax Act (Canada) (“ITA”) Boards’ benefit plans

can only be moved into the Trust, such that the Trust will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT.

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

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

C5.3 Cost Sharing

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

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

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

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

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

If a permanent Employee is absent on his/her last regularly scheduled work day and the first regularly scheduled work day of the following year for unrelated reasons, the allocation

outlined above will be provided on the first day of the fiscal year, provided the employee submits medical documentation to support the absence, in accordance with paragraph (h).

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

program then WSIB/LTD remains the first payor.

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

g) Graduated Return to Work

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

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

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

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

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

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

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

the employee will receive 11 days of sick leave paid at 100% of the new reduced working hours. When the employee's hours of work increase during the graduated return to work, the employee's sick leave will be adjusted in accordance with the new schedule. In accordance with

paragraph c), the Employee will also be allocated one hundred and twenty (120) short-term disability days payable at ninety percent (90%) of regular salary proportional to the hours scheduled to work under the graduated return to work. The new pro-rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours.

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long-Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short-term sick leave provision and qualification for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

The Committee shall include four (4) representatives from CUPE/SCFP and four (4) representatives from the CTA. The parties may mutually agree to invite the Crown and/or other

persons to attend meetings in order to provide support and resources as required.

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls

within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

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

C15.00 PROFESSIONAL ACTIVITY DAYS

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

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

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - Medical Certificate

PART 1

The Board may request this medical confirmation in accordance with Article C6.1 h)
Part 2 of this form is to provide the Employer with information to assess whether the employee is able to perform the essential duties of their position and to understand restrictions and/or limitations to assess workplace accommodation if necessary.
Part 2 need only be completed for a return to work that requires an accommodation

I, _____

hereby authorize my Health Care Professional(s)

to disclose medical information to my employer,

_____.

In order to determine my ability to fulfill my duties as a

from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated

_____ dd _____ mm _____ vvvv

for my absence starting on the

_____ dd _____ mm _____ vvvv

Signature _____ Date _____

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.

Please return the completed form to the attention of:

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

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

PHYSICAL (if applicable)

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

CUPE – PART B: LOCAL TERMS

PREAMBLE

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

- (a) To maintain the harmonious relations which exist between the Employer and its employees;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions of employees as covered within this Agreement;
- (c) To encourage efficiency in operation of the Employer's business;
- (d) To promote the morale, well-being and security of all employees of the Employer as detailed in this Agreement.

And whereas it is now desirable that methods of bargaining and benefits pertaining to the working conditions of employees be drawn up on a Collective Agreement:

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE L1 - RECOGNITION

- L1.01 a) The Employer recognizes the Canadian Union of Public Employees and its Local 1480 as the sole and exclusive bargaining agent of all office, clerical, educational assistant, early childhood educator, E.L.D.I., Para-Professionals, and technical employees of the Limestone District School Board save and except supervisors, and persons above the rank of supervisor, employees engaged in maintenance services, plant operations and delivery driving, Professional Student Services Personnel, Continuing Education Instructors, employees exercising managerial functions, employees employed in a confidential capacity in matters relating to labour relations, and employees in a bargaining unit for which another trade union held bargaining rights as of December 31, 1997.

For clarity Para-Professionals include; Outdoor Education Coordinator, Program Manager Outdoor Education, Interpreter, Intervenor, Communicative Disorders Assistant, District Intervention Assistant.

- b) Any employee who was working 15 or more hours per week and covered by the collective agreement whose hours of work fall below 15 hours per week shall be recognized by the Employer and the Union as continuing to have all rights and privileges of this agreement including retaining Union membership for a period of one (1) year.

L1.02 For the purpose of clarity, the parties agree that persons employed in the following occupational classifications are excluded from the above described bargaining unit:

Planning Officer
Secretary to the Planning Officer
Communications Consultant
Operations/Plant Control Supervisor
Plant Maintenance Supervisor
Maintenance Supervisor (Maintenance, Construction)
Capital Planning & Community Use of Schools Supervisor
Operations Supervisor
Coordinating Supervisor of Caretaking Services
Area Supervisor of Caretaking Services
Financial Supervisor, Capital Analyst, Senior Financial Analyst
Senior Financial Analyst
Capital Analyst
Research Analyst
Pension and Benefits Analyst
Labour Relations Specialist
Health and Safety Coordinator
Human Rights Advisor
Human Resources Consultants-Elementary, Secondary, Support Staff, Casual Employees
Human Resources Advisor - Employee Relations
Senior Human Resources Consultant
Employee Health & Wellness Specialist
Absence Management Coordinator (SFE, SDS, PD)
Human Resources Assistant
Junior Human Resources Assistant
Records Management Coordinator
Mental Health Lead
Educational Services and Safe Schools Liaison Coordinator
Psychologists
Psychometrists
Speech & Language Pathologists
Speech Correctionist
Clinical Consultant (Psychologist, Psychometrist)
Behaviour Resource
Attendance Counsellors
Adolescent Care Workers
Home/School Liaison/Child Care Workers
Business Manager - Continuing Education
Supervisor of Purchasing and Warehouse Operations
Senior Administrator - Human Resources
Senior Administrator - Educational Services

ITS Project Leads-Security, System Support
System Supervisor - Computer Services
OnSIS/Planning Analyst

International Education Coordinator
International Education Homestay Coordinator
International Education Administrative Assistant
International Education Registration and Finance Officer
Executive Assistant & Trustee Liaison

Secretaries to: Director of Education
 Superintendents of Education
 Superintendent of Business
 Superintendent of Human Resources
 Associate Superintendents of Education

Supervisor of Night School, Non-credit (interest), Continuing & Community Education
Casual Clerical, Night School, Continuing and Community Education.

The parties agree that the following positions are within the scope of recognition
clause 1.01 (a)

The senior clerk position (26 hours/week), night school, Continuing and Community
Education.

- L1.03 a) The Memorandum of Agreement regarding Casual Employees shall form part of this agreement.
- b) During the period from May 1st to Labour Day for university and college students, and during the period from June 15th to Labour Day for high school students, such students may be employed to work within the jurisdiction of Local 1480 as assigned by the employer. It is understood that no student will be employed which will cause the layoff of a regular employee nor will such student be employed while any regular employee who is qualified to perform the work in question is on layoff. It is further understood that no student will be employed to circumvent job postings or to be used as a replacement for a vacancy pending a job posting. For the purpose of this contract, a student is defined as a person enrolled in regular full terms at high school, college or university. Any student so employed is excluded from the provisions of this contract.
- L1.04 No person, whose regular job is not in the bargaining unit, shall perform work which is normally and exclusively performed by employees in the bargaining unit except for the purposes of instruction, experimentation, self-familiarization, or when an employee who would normally perform the work is not readily available.

L1.05 The parties recognize the positive and substantial support provided by dedicated volunteers and co-op students. However, in consideration of the employee's concern that the use of volunteers will not replace or reduce bargaining unit employment, the Board and the Union hereby agree to the following process for monitoring and evaluating the use of volunteers in the context of bargaining unit employment.

Both parties agree that volunteers may be utilized in accordance with historical practices. Concerns relating to the use of volunteers will be promptly examined by the parties whom shall attempt to resolve the issue by consensus.

Both parties agree that co-op students may perform bargaining unit work when their assignment is in addition to the members of the bargaining unit from the classification to which the work normally belongs.

The parties agree that nothing in this Article is intended to alter existing rights of the parties with regard to grievability of the issue of the use of volunteers or co-op students.

ARTICLE L2 - MANAGEMENT RIGHTS

L2.01 Except as, and to the extent specifically notified by this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Board and its Administration. Without limiting the generality of the foregoing, it is the exclusive right and function of the Employer to:

- a) Maintain order, discipline, and efficiency, and to make, alter and enforce rules and regulations to be observed by the employees;
- b) Hire, classify, direct, transfer, demote, promote, lay-off, discipline, suspend or discharge employees, assign employees to shifts, provided that a claim of discriminatory demotion, retirement, discipline, suspension, or that an employee has been discharged without just cause, may be the subject of grievance and be dealt with as provided for in this agreement;
- c) Generally to manage the services and operations in which the Employer is engaged and, without restricting the generality of the foregoing to retain all residual rights of management, the right to plan, direct, and control operations, direct the work forces, determine the number of personnel required from time to time, the number and locations of buildings, offices, and facilities, to have absolute control of buildings, offices, and facilities, the work to be performed and the methods, procedures, equipment, and scheduling in connection therewith, the qualifications required to perform the work and the standards of performance required of all employees, the machines, tools and material to be used and the location of such

machines, tools and material;

- L2.02 The Management and/or Employer referred to above shall be responsible for the conduct of any contractors or agents engaged by the Employer specifically to perform managerial functions as described in Article 2.01, and any violation of this collective agreement by said contractors or agents will be considered a violation by the Employer.

ARTICLE L3 - CIVIL RIGHTS

- L3.01 No discrimination, intimidation, interference, restraint or coercion will be practiced by either the Employer or the Union or by any of their officers or representatives against any employee by reason of race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, or marital status, or by reason of membership or activity in the Union or by reason of lack of membership or activity in the Union.

Discrimination & Harassment in the Workplace

- L3.02 a) The Board and the Union shall not discriminate on the grounds of age, creed (religion), sex (including pregnancy and breast feeding), gender identity, family status (such as being in a parent-child relationship), marital status (including the status of being married, single, widowed, divorced, separated or living in a conjugal relationship outside of marriage, whether in a same sex or opposite sex relationship), disability (including mental, physical, developmental or learning disabilities), race, ancestry, place of origin, ethnic origin, citizenship, colour, record of offences (criminal conviction for a provincial offense, or for an offense for which a pardon has been received), association of relationship with a person identified by one of the above grounds or perception that one of the above grounds applies, as defined by the Ontario Human Rights Code, as amended.
- b) There shall be no discrimination or harassment practised by reason of an employee's membership or activity in the Union.
- c) The Board believes and is obligated to ensure that all employees are entitled to a healthy and safe environment free from harassment or discrimination in the workplace.
- d) To this end, all employees have a right to freedom from harassment by, but not limited to, the following: the Board, an agent of the Board, employees of the Board or those contracted by the Board, volunteers, parents, students and any and all persons engaged in any activity with the Board.
- e) The Union may request to review Administrative Procedure AP 405, no more than once every two years through the Joint Board-Union Committee, unless mutually

agreed to by the parties. It is agreed that prior to any amendments being made to this procedure, the Union shall be provided an opportunity to convey concerns and make recommendations for consideration to the Board, including changes to the procedure, implementation and education. The Union may request to make representation to appropriate Board personnel and/or Committees.

- f) It is recognized that a broader consultative process will be undertaken, which will include the Union.

Workplace Harassment

- L3.03 The employer recognizes that no employee shall be subject to workplace harassment. Workplace harassment shall be as defined by the Ontario Human Rights Code and shall include sexual orientation as a prohibited grounds of discrimination. If the employer decides a transfer is necessary because of an incident or incidents considered to be workplace harassment, the employee who has been harassed shall not be transferred against their will.

ARTICLE L4 - UNION SECURITY AND CHECK-OFF OF UNION DUES

- L4.01 All employees who are now members of the Union shall remain members of the Union and all new employees shall become members of the Union after they have completed their probationary period as a condition of employment.
- L4.02 Employees will be required to permit the deduction from their pay, each pay period, of an amount equivalent to the regular bi-weekly dues of the Union commencing in the case of new employees at the time of the regular monthly check-off on the first day of employment. Additionally, the Employer will deduct a one-time Union initiation fee of \$1.00, in compliance with CUPE Local 1480 By-laws, from the first pay for all new permanent hires. Such deductions shall be made and remitted by the Employer to the Treasurer of the Local not later than the fifth (5th) day of the month following the month when such deductions are made. Within fifteen (15) days, such deductions so remitted shall be accompanied by a list of those employees who have been added to or deleted from the master list.

Employees will be required to permit the deduction from their pay, from time to time, any special or additional dues properly assessed in accordance with the Local Union by-laws as approved by the National Union.

The Employer agrees to deduct union dues from summer students who earn an hourly wage for post-secondary students as per the Employment Standards Act (ESA).

The Union agrees to save the Employer harmless from all deductions made from an

employee's pay as provided herein.

- L4.03 a) The Employer will allocate up to one (1) hour during each Board scheduled new staff orientation session so that the Union can provide an orientation to Union members. The Employer will give the Union sufficient notice of each such orientation session so that the Union can arrange for a representative to deliver the Union orientation session. The Employer further agrees that it will acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security, dues check-off, and give each new employee a copy of this Agreement.
- b) In cases where a large number of new employees are hired at one time, the Employer agrees that it will, in concert with up to three (3) members of the executive as designated by the President, acquaint new employees as per paragraph (a) above.
- L4.04 In order to provide job security for the current members of the bargaining unit, the Employer agrees that all work or services which are currently performed by bargaining unit employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, privatized, in whole or in part to any other plant, person, company, or non-bargaining unit employee. The foregoing will not operate so as to prohibit the contracting out of work or services of the same type performed by the bargaining unit members, provided that such contracting out is in addition to the continued work of the bargaining unit members or is restricted to periods of peak demands.
- L4.05 The Employer agrees that all work and services currently contracted out or otherwise performed by persons other than bargaining unit members will be subject to ongoing joint discussions to determine which work and services might be performed by members of the bargaining unit (i.e. contracting in).
- L4.06 No bargaining unit work shall be done under the auspices of an "Ontario Works" (Workfare) or similar program without the written consent of the Union.
- L4.07 The Employer agrees to meet with the Union on a semi-annual basis in order to provide detailed written information with respect to total absences by position, school/site, and District wide as at June 30th and December 31st. The information provided will also outline the reasons for the absences by code and the total associated costs (including financial details of replacements, if any). The Union agrees to save the Employer harmless with respect to the dissemination of information as a result of this Article.

ARTICLE L5 - CORRESPONDENCE

- L5.01 a) All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Officers of the Local Union and The National

Representative with a copy to the Secretary and applicable Officer of the Employer.

- b) From time to time, the Employer shall notify the Union in writing of the applicable Officer referred to above for the purpose of specific correspondence.
- c) A copy of any letter of discipline shall be sent to the President of the Local Union.

ARTICLE L6 - LABOUR MANAGEMENT AND UNION COMMITTEES

L6.01 It is agreed that a joint committee will be established with five (5) representatives from Local 1480 of the Canadian Union of Public Employees and four (4) representatives from the Employer. This Committee shall meet as scheduled, or at the written request of either party to discuss matters of mutual concern, which matters may not necessarily be covered by the terms of the existing collective agreement. The parties will develop an agenda prior to each meeting. The items for the agenda shall be submitted by each party to the other party at least three (3) working days prior to the meeting.

The fundamental purpose of the committee shall be to exchange views on matters which affect the duties required by the Employer and the welfare of its employees. This committee shall have no power to effect changes in the existing Agreement unless approved by the membership of the Local Union and the Board. The Employer will provide a response to the Union within ten (10) days of the conclusion of any Joint Committee Meeting under this Article as to the Employer's position on matters that remain unresolved.

L6.02 The Employer agrees to recognize a negotiating committee of not more than six (6) employees, which shall be comprised of the President of the Local and five (5) other employees as selected by the Local.

L6.03 The Employer agrees to recognize a Union Grievance Committee consisting of not more than four (4) employees to be selected at the Union's discretion. The Employer agrees to notify the Union of the names and titles of all pertinent management personnel.

L6.04 Employees on any committee that has Employer and employee representation (except the Health and Safety Committee) shall suffer no loss of wages when meeting with Management during their regular working hours. Meetings continuing or taking place after regular working hours are not subject to compensation.

L6.05 Employees who participate on the Health and Safety Committee shall not suffer loss of wages when meetings of this Committee are held during regular working hours. Employees who are on the Health and Safety Committee who attend meetings after their normal hours of work, shall be entitled to compensation in accordance with the Ontario Occupational Health and Safety Act.

- L6.06 Members of Union Committees will be provided with a minimum of forty-eight hours' notice in advance of any joint meetings of the parties held during working hours. It is understood that urgent matters may arise from time to time where the foregoing notice cannot be provided and in such circumstances the Employer will provide as much notice as possible.
- L6.07 The parties recognize that Union work takes place twelve (12) months of the year. As such, employees who are required to represent the Union while meeting with the Employer shall be paid their regular wages for such time and the Employer shall be reimbursed by the Union for all costs incurred.

ARTICLE L7 - GRIEVANCE PROCEDURE

- L7.01 The Employer recognizes the right of the Union to appoint or otherwise select eight (8) stewards to assist employees in preparing and presenting grievances in accordance with the grievance procedure. Two (2) stewards shall be appointed by the Union as Chief Stewards. The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees in relation to any dispute between the Local and the Employer.
- L7.02 A steward shall normally conduct their Union activities within the areas as defined by the Local and communicated to the Employer.
- The Union shall notify the Employer in writing of the names of the Local's stewards, the areas within which they normally operate, and the Chief Stewards before the Employer shall be required to recognize them. The Local may revise or change the areas within which stewards normally conduct their activities at its sole discretion provided that no change will be in effect until the Employer has been formally notified of said changes.
- L7.03 a) The Union agrees that committee representatives and stewards have regular duties which must be effectively and efficiently performed on behalf of the Employer and that such employees will not, therefore, leave their regular duties without first obtaining permission to do so from their immediate supervisor, and that when resuming their regular duties they will be required to report their return to their immediate supervisor, and for that time so taken away from regular duties will be confined to an absolute minimum. It is understood that time so taken away from regular duties will be without loss of pay, provided the time so spent in meeting with representatives of the Employer is on the Employer's premises and is during the working hours of such a committee representative or steward.
- b) The Employer agrees that stewards, or any other official of the Union, will not be hindered, coerced, restrained or interfered with in any way in the performance of

their duties, while investigating disputes, and presenting adjustments as provided in this agreement.

L7.04 When it appears that a grievance may be recorded, the employee, with a steward, or an officer of the Union may speak to the appropriate supervisor in an attempt to clarify and resolve the matter. Failing that:

A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this collective agreement. The grievance of an employee shall be put forward in writing and be signed by the employee directly involved. The grievance shall proceed in the following manner:

STEP 1: The employee shall present their written grievance to the Office of the Superintendent of Human Resources, and they may, if they so desire, have the assistance of their steward in presenting such grievance, and the Employer shall reply to the grievance in writing. If a settlement satisfactory to the employee concerned is not reached within ten (10) working days, or within any longer time which may be mutually agreed upon, then Step 2 may be invoked provided such latter action is commenced within ten (10) working days after the completion of Step 1. It is agreed that no grievance shall be presented to any later stage of the grievance procedure, or to the Board of Arbitration, where the alleged circumstances of the grievance originated or occurred more than thirty (30) working days prior to its original presentation in writing at Step 1. The Employer shall not be required in any event to make any adjustment back to a date that is earlier than twenty (20) working days prior to the filing of the grievance in writing at Step 1.

STEP 2: Failing a satisfactory settlement of the grievance under Step 1, the Union Grievance Committee may then take the grievance up with the Superintendent of Human Resources or their designate at a meeting arranged for that purpose which meeting shall be held within ten (10) working days or at a mutually agreeable date. It is understood that a representative of the Canadian Union of Public Employees may be present at such a meeting and representatives of the parties who met at the earlier stage of grievance procedure, if their presence is requested by either party. If a satisfactory settlement is not reached within ten (10) working days following the day on which deliberation commenced, or such additional time as may be mutually agreed upon, then the grievance may be referred to Arbitration as herein provided.

L7.05 A grievance of the Employer or a policy grievance of the Union shall be submitted in writing by the party lodging the grievance to the other party, and the discussion of such grievance shall commence at Step 2 of the grievance procedure and proceed if necessary thereafter to Arbitration as herein provided.

L7.06 Replies to grievances shall be in writing electronically at all stages to the Local President, Local Recording Secretary and the Chief Steward.

L7.07 The Employer shall supply the necessary facilities for the grievance meetings.

- L7.08 By mutual agreement the parties may place a grievance in abeyance for the purposes of using the services of a mediator. The parties agree to share the costs of the mediation.
- L7.09 When two (2) or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the Employer beginning at Step Two of the Grievance Procedure.

ARTICLE L8 - ARBITRATION

- L8.01 Either party may refer a grievance, not settled within the foregoing procedure, to arbitration. The reference to arbitration will be made within forty-five (45) calendar days of the completion of Step 2 unless said time period is extended by mutual consent.
- L8.02 The parties will attempt to agree to a mutually acceptable Sole Arbitrator or the parties will attempt to agree to the composition of an Arbitration Board by way of appointing nominees who will in turn agree upon a Chairperson. If the two nominees fail to agree upon a chair, the Minister of Labour of the Province of Ontario upon the request of either party, shall make the necessary appointment of the Chair. The decision of a majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the chair shall be the decision of the Board of Arbitration and such decision shall be final and binding upon the parties and upon any employees affected by it.
- L8.03 None of the foregoing provisions prevent either party from making an application under the current Section 49 of the OLRA, 1995 for a statutory expedited arbitration.
- L8.04 None of the foregoing provisions prevent the parties from agreeing to a reference to an arbitrator on a Mediation/Arbitration basis.
- L8.05 Each of the parties will bear the expenses of their nominee, if applicable, and one half of the expenses of the Chair of the Board or Sole Arbitrator, as the case may be.
- L8.06 It is understood by the parties that if an Arbitrator is selected under Article 8.02, the Arbitrator shall have the same power as that provided by the Ontario Labour Relations Act (1995).
- L8.07 The Board of Arbitration or Sole Arbitrator shall not have jurisdiction or authority to alter or in any way modify the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision which is inconsistent with the terms and provisions of this collective agreement, unless such change is required by any Act or regulatory legislation.

ARTICLE L9 - DISCHARGE, SUSPENSION AND DISCIPLINE

L9.01 A claim by an employee (who has completed their probationary period and who has been discharged or suspended from the employ) that their discharge or suspension was without just cause shall be treated as a grievance. Such grievance shall commence at Step 2 of the grievance procedure as herein provided.

An employee is entitled to be notified at a meeting with management of the reasons for imposing suspension or discharge unless the member is a danger to him/herself or others. Management shall advise the member and the Union representative in advance of the time and place of the meeting.

L9.02 Such grievance may be settled by confirming the employer's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation, or by any other arrangement which is just and equitable in the opinion of the parties or if necessary an Arbitrator or a Board of Arbitration.

L9.03 An employee who has completed their probationary period may be dismissed but only for just cause. When an employee is discharged or suspended they shall be given the reason in the presence of their steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

L9.04 The disciplinary record of an employee, shall be purged and will not be used against him/her at any time in the following instances:

- a) when twenty-four (24) months have elapsed since a suspension, provided there has been no recurrence of a similar and/or other infraction;
- b) when eighteen (18) months have elapsed since the issuance of a letter of reprimand provided there has been no recurrence of a similar and/or other infraction.

L9.05 Letters of Counsel shall be expunged from the employee's personnel file when twenty-four (24) months have elapsed from the date of issuance of the letter.

ARTICLE L10 - NO STRIKES OR LOCKOUTS

L10.01 It is agreed that there will be no lockouts by the Employer and no strikes by the Union as long as this Agreement continues to operate.

L10.02 No employee covered by this Agreement will be required to perform work normally done by any other employee of the Employer engaged in a legal strike or lockout.

ARTICLE L11 - SENIORITY

L11.01 Seniority is defined as the length of service in the bargaining unit with the Employer or any predecessor school board and shall be used in determining preference for promotions, transfers, demotions, layoff and recall. Seniority shall operate on a bargaining unit wide basis.

Permanent employees of the other Local 1480 bargaining unit, provided there has been no break in service, who become members of this bargaining unit as per article 12 subsequent to January 1, 1998, shall carry over their seniority as though it was service in this bargaining unit.

It is agreed that when a casual employee becomes a permanent employee, credit for seniority purposes in accordance with Memorandum of Agreement – Casual Employees - #8 shall include all work done in both Bargaining Units.

L11.02 Newly hired employees for permanent positions shall be considered to be on probation until they have worked a total of eighty (80) worked days from the date of hiring, for employees working five (5) days per week.

For employees working less than five (5) days per week as their regular position, the probationary period will be a total of eighty (80) worked days from the date of hire, or until they have worked all scheduled shifts in a seven (7) month period following the date of hiring, whichever is the lesser.

During the probationary period, employees shall not be entitled to grieve a discipline, suspension, lay-off or discharge and shall not be eligible for fringe benefits detailed under Articles 21.01 to 21.03 inclusive until after the third month of the probationary period. After completion of the probationary period, seniority and sick leave credits shall be effective from the original date of employment.

L11.03 The Employer agrees to issue seniority lists electronically by May 1 of each year showing seniority status, classification, and site location of each employee and to furnish a copy of such lists to the Union.

Should an employee question the accuracy of their relative seniority status or documentation used to determine their relative seniority status as depicted on the seniority list, the employee shall notify the Union and the Board in writing to this effect. The parties and the employee shall meet within ten (10) school days after the Board receives any such written notification to resolve the matter.

Any discrepancies in seniority must be brought to the attention of Human Resources by June 30 of each year. The Employer agrees to correct any errors as mutually agreed upon. No change shall be made in the seniority status of an employee without consultation with the Union.

L11.04 An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall forfeit all seniority rights in the event that:

- a) the employee is discharged for just cause and is not reinstated;
- b) the employee resigns or retires;
- c) the employee is absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer unless such notice is impossible;
- d) the employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address;
- e) the employee is laid off for a period longer than twenty four (24) months or the length of his seniority, whichever is the lesser;
- f) after the employee has exhausted benefits of the Short Term Sick Leave Plan, if they are unable to work due to incapacity from illness or injury (not covered by Workplace Safety Insurance Act) for a period exceeding two (2) years subject to Article 19.05;
- g) They are unable to work for a period exceeding two (2) consecutive years due to illness or injury covered by the Long Term Disability Plan subject to Article 19.05;
- h) They are unable to work for a period exceeding two (2) consecutive years due to incapacity from an injury covered by the Workplace Safety Insurance Act subject to Article 19.05.

L11.05 The Employer will provide the Union with an electronic contact list in excel of all employees in the bargaining unit twice annually (by October 31st and February 28th). The contact list will include:

- a. Name
- b. Home address
- c. Telephone number(s)
- d. Work email address
- e. Work location
- f. Job title/classification

- g. Employment status: permanent, casual
- h. Employees on leave, including the reason for the leave and their replacement

By ratification of this agreement by members of the Local, they agree that the Employer can provide the information in the first paragraph and it is not a violation of the Freedom of Information Act.

When new employees are hired, they shall be advised that as a condition of employment they agree that information in the first paragraph will be provided to the Union officers. The Union agrees to save the employer harmless with respect to the provision of any and all information disseminated through the use of this article.

L11.06 No employees shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

L11.07 The seniority order of employees with the same seniority date shall be determined by a lottery drawing of names with the names first drawn being deemed to have the highest ranking of those with the same date and the names subsequently drawn being deemed to be next in the same order as they are drawn.

This process shall be conducted immediately after the signing of the collective agreement for same seniority dates which exist as at that time.

Same seniority dates that arise at any time after the foregoing initial determination shall be determined immediately after they are created.

ARTICLE L12 - PROMOTIONS AND STAFF CHANGES

L12.01 a) When a vacancy occurs or a new position is created in the bargaining unit, the Employer will notify the Union electronically. Opportunities will be shared/posted electronically for a minimum of (10) working days in order that all members of both Local 1480 bargaining units will know about the position and be able to make written application therefore. Working days are defined as the Employer's normal working days.

b) The Board will complete the recruitment process within thirty (30) working days of the position becoming vacant.

L12.02 Such notice shall contain the existing information now used by the Employer (Former

Frontenac County Board of Education). When the Employer decides to alter or add qualifications to a position, they shall first consult in writing with the Union.

L12.03 Both parties recognize the principle of promotion within the service of the Employer and that job opportunities should increase in proportion to length of service and acquiring the ability to perform the functions of a promotion. Therefore, in assessing employees who apply for promotion, the employee having the required qualifications and abilities and who is most senior shall be selected, subject to Article 12.04. Despite the language of Article 11.01, seniority for the purposes of promotions shall refer to the date of appointment to the position in this bargaining unit only.

L12.04 In the event that no applicant for a job posting meets the qualifications to perform the work involved, the Employer may either:

- a) select one of the applicants to train for the job; or
- b) engage a new employee

If the Employer chooses option (a) above, then when selecting an applicant, where two or more employees are deemed to be candidates for training, the senior employee shall be granted the preference.

L12.05 During the posting and the selection period, the Employer may fill a vacancy temporarily.

L12.06 If an employee is successful in their application for a transfer, the appointment will be considered temporary for a period of forty (40) worked days. Conditional on satisfactory service and with the agreement of the employee such transfer shall become permanent after the period of forty (40) worked days. In the event the transfer does not become permanent the employee shall be returned to their former position without loss of seniority and prior wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to their former position without loss of seniority and prior wages or salary. If the original applicant returns to their former position, they will not be considered for another transfer for a period of six (6) months from the date of their return.

L12.07 If an employee is successful in their application for a promotion their shall be placed on trial for a period of sixty (60) worked days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of sixty (60) worked days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself/herself unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and prior wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and prior wages or salary. If the original applicant is returned to their former position, they will not be

considered for another promotion for a period of six (6) months from the date of their return.

- L12.08 Employees shall endeavour to give the Employer at least (2) weeks' notice on resignation/retirement but shall endeavour to notify the Employer at least six weeks in advance or by May 15th if the retirement/resignation commences at the beginning of the next school year.
- L12.09 The Union shall be notified within ten (10) days of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment of members in the Bargaining Unit. For the purposes of this article, hirings, lay-offs, transfers, recalls and terminations of employment appointments are deemed not to have taken place subsequent to Board approval.
- L12.10 When a temporary vacancy occurs for a period of five (5) months or longer for an Office Manager, Office Administrator, Senior Clerk, Library Technician, Senior Payroll Clerk, Senior Accounting Clerk, Control Centre Clerk, ITS positions, Cashless Schools Coordinator, Secretary to Facility Services Manager, Educational Services Technician, Buyer, and Communication Disorder Assistant the vacancy shall be posted. The vacancy that occurs as a result of an employee moving into the temporary vacancy will also be posted and any subsequent vacancies arising as a result shall not be posted but may be filled by a qualified employee at the same work site. If no employee at the existing work site assumes the temporary position then the position shall be filled by a casual employee. The successful employees shall revert back to their original position(s) at the end of the temporary period. Article 12.06 shall not apply to this Article. This article is intended to operate for the purpose of providing an opportunity for employees in lower rated positions to gain on the job experience and for that reason no employees who are already incumbent in the classification posted will be considered.
- L12.11 The Employer agrees that during the posting procedure, no outside advertisement shall be made until members of the Union have had an opportunity to apply and have received the decision.
- L12.12 When selecting employees under Article 12.03 or 12.06, applicants outside of the bargaining unit shall not be eligible for consideration. First preference for selection shall be regular employees.
- L12.13 When it appears that there may not be an internal applicant for a posted vacancy, the vacancy may be advertised externally during the internal posting period. However, any internal applicants will have absolute priority over outside applicants should there be internal applicants who meet the conditions of Article 12. Applicants from the other Local 1480 Bargaining Unit who meet the conditions of Article 12 shall be **considered internal applicants**.

L12.14 EDUCATIONAL ASSISTANTS ONLY

In order to qualify for the E.A. II rate of pay, the incumbent must possess at minimum a two (2) year college diploma in a related field as determined by the Board. E.A.s without these qualifications will be paid at the EA 1 rate of pay. All E.A.s presently paid at the current E.A. II rate of pay shall be deemed to be qualified as an E.A. II and will continue to be paid as such.

The specific role(s) of the E.A. shall be determined by the Principal or Supervisor in consultation with the E.A. (s) assigned to the school in order to fully utilize their expertise. The purpose of this clause is to ensure some degree of flexibility with respect to the specific assignment of duties which are in keeping with the best interests of the students and the school. However, it is not the intent of this clause to alter the broad scope of the specific position selected by an Educational Assistant but rather to discuss and finalize all various components of the actual job selected at the annual transfer/placement meeting.

The E.A. Transfer/Placement Procedures and related matters pertaining specifically to the E.A. classification are covered in the applicable memorandum as amended from time to time by mutual agreement.

ARTICLE L13 - LAYOFFS AND RECALLS

L13.01 **Notice**

In the event of a proposed layoff of a permanent nature or the elimination of a position within the bargaining unit, the Employer shall:

- a) provide the Union with no less than forty (40) working days' notice of the proposed layoff or elimination of position; and
- b) notify employees, who are to be laid off, thirty (30) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work thirty (30) working days after notice of layoff, they shall be paid in lieu of work for that part of thirty (30) days during which work was not made available.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (a) above shall be considered notice to the Union of any subsequent layoff.

L13.02 a) **Redeployment Committee**

The parties agree that a 'vacant' position or 'vacancy'@ as used in this Redeployment section means a vacancy that continues to exist after the position has been offered in accordance with Article 12. If necessary the process in

Article 12 may be expedited from time to time by mutual agreement.

The Parties further agree that the Committee will work cooperatively to meet the goals of both the employer and the employee in order that the employer can meet the goals of the organization and in order that the union can ensure that the employee's rights to employment are met.

b) Attrition

Upon identification of a vacancy arising from employee attrition, the Redeployment Committee will meet to identify alternative staffing arrangements. The committee will be empowered to waive the restrictions which might otherwise apply, e.g. have the authority to recommend to the Board the transfer of employees or to maintain vacancies and fill with casuals beyond six (6) months. Provisions for training of up to four (4) months will be available and the goal of the staffing changes will be to maximize the operational efficiency of the organization and the success of the employee in the new position.

c) Committee Mandate

The mandate of the Redeployment committee is to:

1. Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work.
2. Identify vacant positions within the Board or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - a) within the bargaining unit; or
 - b) within another CUPE bargaining unit; or
 - c) not covered by a collective agreement
3. Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
4. Subject to 13.02 h), the Board will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority, if, with the benefit of up to four (4) months retraining, an employee has become able to meet the normal requirements of the job.
5. Any dispute arising from the aforementioned process shall be resolved through a

process of mediation/arbitration.

d) Committee Composition

The Redeployment committee shall be composed of equal representation of Board and the Union to a maximum of six (6) members in total.

Members with a conflict of interest are expected to excuse themselves where appropriate.

One representative, who is not part of the redeployment process, from the Union will be permitted to accompany members who attend at redeployment meetings.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at their regular or premium rate as may be applicable.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

e) Disclosure

The Board shall provide to the Redeployment Committee all pertinent staffing and financial information.

f) Alternatives

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Director of Education, the trustees, and the Union.

g) Placement

Upon successful completion of their training period, the Board and the Union undertake to waive any restriction which might otherwise apply, and the employee will be placed in the job identified in 13.02 c).

An employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to layoff.

Bargaining unit members moved by the Board through this redeployment process only to positions outside of the bargaining unit shall maintain and continue to accrue seniority in the bargaining unit for a period of one (1) year.

h) Retraining for Positions Within the Board:

Where, with the benefit of retraining of up to four (4) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a Board Position identified by the redeployment Committee in accordance with Article 13.02 c) 3:

- a) Opportunities to fill vacant positions identified by the Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of the CUPE 1480 bargaining unit may be offered by the Board at its discretion.
- b) The Board and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining. The Redeployment Committee will seek the assistance of the Board to cover the cost of tuition, and the cost of books to a maximum of \$50.00.
- c) Apart from any on-the-job training offered by the board, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed four (4) months.
- d) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Board will continue to receive insured benefits.

L13.03 Layoff shall include a reduction in the normal daily or weekly hours of work of one or more full-time or regular part-time employees. Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority and in accordance with Article 13.04. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work.

L13.04 Recognizing the principles of Article 13.03, the parties agree that an employee about to be laid off may displace (bump) any employee with less seniority in the same or lower classification, provided the employee exercising their right is qualified to perform the work of the employee they are displacing. Should the displaced employee not have any other option than to bump into a lower classification position, then the initial employee affected by layoff shall be allowed to bump into a

position of higher classification providing they are qualified to perform the work of the employee they are displacing. Further instances of bumping up may occur as necessary depending upon the number of employees with no other option than to bump into a lower classification. The number of instances bumping up may occur during the course of a layoff shall be made by Mutual Agreement between the parties.

This practice is intended to operate so as not to allow more junior employees affected by layoff preferential placement over more senior employees.

When an employee exercises their bumping privilege, they shall not be entitled to a further bump should they find their new job unacceptable. Any employee who is displaced by a senior employee shall also have the same privilege of displacing and bumping until the most junior employee has no one to displace or bump, then that employee shall be laid off in accordance with the provisions of Article 13.

Employees affected by the bumping procedure shall have up to seventy-two hours (72) to make their decision. The parties agree to work together to expedite the process to minimize the impact of a prolonged bumping process on employees.

- L13.05 An employee receiving notice of layoff must indicate in writing to the Human Resources Consultant, within ten (10) working days of receiving written notification that their position has been declared surplus that they wish to displace (bump) or accept the layoff. If written notification is not received in the time periods referred to above, they shall be deemed to have opted to be laid off.
- L13.06 No new employees will be hired until those laid off have been given an opportunity of re-employment provided they are qualified to do the work available.
- L13.07 Grievances concerning layoffs due to reduction in the work force shall be initiated at Step 2 of the grievance procedure.
- L13.08 Both parties understand and agree that no regular employee shall be subject to layoff or reduction in their regular hours while any casual employee is employed in a capacity the affected employee is qualified and willing to perform. It is understood that the Employer will use its best efforts to expedite the review and testing process if required.
- L13.09 The parties agree that Board employees who have had their hours or position reduced as a result of a school closure will have bumping rights as if a layoff had occurred.

ARTICLE L14 - HOURS OF WORK

- L14.01 The normal work week shall consist of five (5) days of seven (7) hours each, Monday

to Friday inclusive. The normal work day shall not commence before 7:30 a.m. nor finish later than 5:00 p.m. No seven (7) hour day shifts shall be spread over a period longer than eight (8) hours with one (1) hour off for lunch. The Employer shall endeavour to provide each employee with an uninterrupted lunch period whenever possible. It is agreed that the one hour lunch break may be extended or reduced by mutual agreement between the Employer and the employee concerned.

Schedules shall be established by the Employer for those employees who work less than seven (7) hours per day or less than thirty-five (35) hours per week.

Employees working seven (7) hours per day shall be entitled to a fifteen (15) minute rest period both in the morning and in the afternoon. Employees working four (4) hours or less per day shall be entitled to one fifteen (15) minute rest period per day.

ITS

ITS employees may be required to work hours of work outside the parameters of the first paragraph above. Should that be the case, the following shall occur:

- a) The Manager of ITS shall discuss the proposed change in hours of work outside the parameters of the first paragraph above with the employee(s) who could potentially be impacted.
- b) As an initial step, employees who are qualified and have the capacity to fulfil the requirements of the work shall be invited to volunteer to perform the work outside the parameters of the first paragraph above as described.
- c) Should no qualified employees who have the capacity to fulfil the requirements of the work volunteer, then the employee(s) shall be given adequate notice of a change in their hours of work. The Employer agrees that if the employees are scheduled beyond 5 p.m but not later than 11 p.m. the total period of the shift shall be seven (7) hours from start to finish with a paid lunch break. The Employer shall endeavour to provide each employee with an uninterrupted lunch period whenever possible. Employees shall also be paid the hourly shift premium for each hour, detailed in Article 14.05.
- d) The change in hours of work may occur through a shift change or as extra hours to be taken as lieu time as determined by the Manager in consultation with the employee(s) involved.

L14.02 From approximately July 1st until August 30th, the normal hours of work as listed above shall be modified as follows. Employees shall work four (4) days per week consisting of seven and one-half (7 ½) hours per day exclusive of a one-half (2) hour unpaid lunch period. Schools must however schedule a five day operation (Monday to Friday) if required to accommodate program needs.

As arranged with Management, the off day during this period shall be either Monday or Friday.

The above schedule will not apply during the week of the Civic Holiday when the work week shall be from Tuesday to Friday, inclusive.

L14.03 During July and August the overtime provisions covered in Article 15 shall be amended to comply with the following:

The working day at 7 ½ hours is straight time. An employee requested to work overtime beyond 7 ½ hours of a period of one hour or less shall receive payment at straight time. An employee requested to work overtime beyond 8 2 hours shall receive the appropriate overtime rate for all hours worked beyond the 7 ½ hours.

An employee required to work beyond 30 hours per week shall receive straight time for up to and including 35 hours, after 35 hours of work the applicable overtime rates shall apply.

L14.04 Elementary school office administrators who now work twelve (12) months per year, shall be allowed the option of continuing to work twelve (12) months per year or ten (10) months per year.

L14.05 Employees required to work evening shift shall receive a shift premium as listed in Schedule "A".

L14.06 **EDUCATIONAL ASSISTANTS AND EARLY LITERACY DEVELOPMENT INSTRUCTORS ONLY**

- a) All Educational Assistants and Early Literacy Development Instructors covered by this Agreement will be employed during the school year as defined by the Ministry of Education. The normal work week shall consist of five (5) days of six (6), (effective for the 2011/12 school year, up to seven (7) as per the Letter of Understanding to implement item 5 of the Provincial Discussion Table), hours each, Monday to Friday inclusive. No six (6) (effective for the 2011/12 school year up to seven (7) as per the letter of understanding to implement item 5 of the Provincial Discussion Table) hour day shift shall be spread over a period longer than seven (7)(effective 2011/12 school year up to eight (8) as per the Letter of Understanding to implement item 5 of the Provincial Discussion Table) hours with one (1) hour off for lunch. It is agreed that the one hour lunch break may be extended or reduced by mutual agreement between the Employer and the employee concerned.

Those Early Literacy Development Instructors, currently employed by the Board as of the signing of this Agreement, shall have a normal work week which consists of five (5) days of seven (7) hours each, Monday to Friday inclusive. The normal work day shall not commence before 8:00 a.m. nor finish later than 5:00 p.m. No seven (7) hour day shift shall be spread over a period longer than eight (8) hours with one (1) hour off for lunch. It is agreed that the one hour lunch break may be extended or reduced by mutual agreement between the Employer and the employee

concerned.

Schedules shall be established by the Employer for those employees who work less than six (6) hours per day or less than thirty (30) hours per week.

Employees working six (6) hours (effective 2011/12 up to seven (7) hours) per day shall be entitled to a fifteen (15) minute rest period both in the morning and in the afternoon. Employees working three (3) hours (effective 2011/12 up to 3.5 hours as per the Letter of Understanding to implement item 5 of the Provincial Discussion Table) or less per day shall be entitled to one (1) fifteen (15) minute rest period per day.

Educational Assistants and Early Literacy Development Instructors shall be required to report to work on regular instructional school days. These employees shall also be entitled to work at least one half of the Professional Development Days at their own option and notwithstanding the foregoing may be required to work all of the days by the supervisor or the Board.

Commencing in the 2011-12 school year, the Board shall schedule one working day as a professional development day for Educational Assistants to meet with peers as a part of a Professional Learning Community.

L14.07 During the school summer vacation period, employees shall be entitled to elect to work a regular summer work week over a four (4) day period. The four (4) day work week shall be Monday to Thursday. Employees shall work nine (9) hours exclusive of a one-half (2) hour paid lunch period. Employees shall work their regular hours during the first and last week of the school summer vacation period. The above schedule will not apply during the week of the Civic Holiday when the work week shall be from Tuesday to Friday, inclusive. Schools must schedule a five day operation to accommodate program needs where required.

L14.08 Early Childhood Educators

- a. The normal work week for full-time Early Childhood Educators, shall be no less than (30) thirty hours per week and shall consist of (5) five days, (6) six hours each Monday to Friday inclusive.
- b. All permanent and temporary Early Childhood Educators are required to attend Professional Development Days. Permanent and temporary Early Childhood Educators' who are directed by the Board to attend Professional Development Days on a full-time basis shall be paid for the day on the full-time basis accordingly.
- c. All hours worked shall be authorized by the appropriate supervisor and paid in accordance with the schedule below:

- i. at the employee's regular hourly rate for up to and including thirty-five (35) hours in any one week, Monday to Friday inclusive;
 - ii. at time and one-half (1 ½) for hours worked in excess of thirty-five (35) hours in any one week, Monday to Friday inclusive;
 - iii. all hours worked on a Saturday shall be paid at a rate of one and one-half (1 ½) times the normal rate of pay. All hours worked on a Sunday and a paid holiday, shall be paid at a rate of two (2) times the normal rate of pay and all hours worked when an employee is called in and accepts overtime, the employee shall complete the work due to the call-out and be paid for a minimum of two (2) hours at the appropriate overtime rate.
- d. The normal work day for Early Childhood Educators unless otherwise determined by the Board, shall be scheduled between the hours of 6:00 a.m. and 7:00 p.m. It is understood and agreed that the site supervisor has the right to amend the working schedule to meet the needs of the school community and Board office, as required. For purposes of clarification school community shall be as defined in Board policies and procedures.
- e. There shall be no split shifts in a work day.
- f. An unpaid lunch period of one (1) hour will be determined by the site supervisor. It is agreed that the one hour lunch break may be extended or reduced by mutual agreement between the Employer and the employee concerned. Employees working five (5) hours or more shall be permitted paid rest periods totaling thirty (30) minutes in each day. Employees working less than five (5) hours per day but more than two (2) hours per day shall be permitted one paid rest period of fifteen (15) consecutive minutes per day.

L14.09 Early Childhood Educators Work Year

The work year shall coincide with the school year as determined by the Employer's approved school year calendar, including Professional Development Days.

Where Early Childhood Educators are assigned to a location where an Early Learning Program (ELP) extended day program operates, the work year may be altered at the discretion of the Board to meet the needs of the program. Opportunities shall be offered on a seniority basis.

ARTICLE 15 - OVERTIME

- 15.01** An employee who is required to work overtime shall be paid at the rate of time and one-half of their basic straight time hourly rate for all hours worked in excess of seven (7) hours in any one day, Monday to Friday, inclusive, and for all hours worked

on a Saturday, and at the rate of double hours basic straight time hourly rate for all hours so worked on a Sunday or a recognized holiday in accordance with Article 16.01.

Educational Assistants' overtime shall be based on a six (6) hour day (effective for the 2011/12 school year up to seven (7) as per the letter of understanding to implement item 5 of the Provincial Discussion Table) subject to Article 14.06 b). Early Literacy Development Instructors' overtime shall be based on a seven (7) hour day.

15.02 Employees shall be entitled to the following regarding overtime payment:

- a) the employee shall be paid; or
- b) the employee shall be allowed to save their overtime to be used at a later date as time off with pay, it being understood that overtime rates that apply shall be converted to straight time hours and no employee shall be allowed to accumulate a total one-time of over eighty (80) hours. The actual time off shall be by mutual agreement. If an employee exercises the option for time off with pay the decision shall be binding and the employee may not later, except by mutual agreement, request pay in lieu of time off.

15.03 An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of two (2) hours at the applicable overtime rates. Employees shall respond only when required to do so by their Supervisor.

15.04 Part-time employees working less than seven (7) hours per day, and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours so worked up to and including seven (7) hours in the working day.

Regular overtime rates shall apply after seven (7) hours in the working day and for all work performed on holidays and regular days off.

For Educational Assistants, part-time employees shall be those working less than six (6) hours per day.

15.05 Opportunities for overtime and call back time shall be divided equally among the employees who are willing and qualified to perform the work that is available.

If no employee voluntarily agrees to work the necessary overtime or is unavailable, then the Employer may assign another employee from another work location who is willing to carry out the duties.

ARTICLE 16 - HOLIDAYS

16.01 The paid holidays recognized by the Employer will be as follows:

Good Friday	Canada Day
Easter Monday	Civic Holiday
Victoria Day	Labour Day
Thanksgiving Day	Family Day

During the Christmas/New Year's Holiday Period the parties will agree to a holiday schedule that consists of the following:

- 4 Paid Holidays
- Christmas Day
- Boxing Day
- New Year's Day

Within one (1) month following Board/Ministry approval of the school year calendar, the specific dates for the next Christmas/New Year's Holiday Period will be communicated by the Employer to the Union and staff.

Whenever a holiday listed above falls on a Saturday or Sunday (except for Christmas Season holidays), the preceding Friday or the following Monday shall be declared a holiday. Choice of the Friday or Monday shall be by mutual agreement between the parties.

16.02 Ten month employees shall not receive payment for the Civic Holiday.

ARTICLE 17 - VACATION

17.01 An employee shall earn vacation credits at the following rates:

- a) .83 days per month during the first year of continuous service (12 months' 10 days)
- b) one and one-quarter (1 1/4) days per month after one (1) year of continuous service (12 months' 15 days)
- c) one and two-thirds (1 2/3) days per month after four (4) years of continuous service (12 months' 20 days)
- d) two and one-twelfth (2 1/12) days per month after thirteen (13) years of continuous service (12 months' 25 days)
- e) two and one-half (2 1/2) days per month after twenty (20) years of continuous

service (12 months'30 days)

- 17.02 If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each holiday in addition to their regular vacation time.
- 17.03 Vacation pay shall be at the rate effective immediately prior to the vacation time.
- 17.04 Vacation shall be granted on the basis of seniority within departments.
- 17.05 An employee is entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the employer.
- 17.06 An employee is entitled to vacation credits under Article 17.01 in respect of a month or part thereof in which they are is at work, or on leave with pay, or on maternity leave, or Union leave not exceeding one month.
- 17.07 An employee is not entitled to vacation credits under Article 17.01 in respect of a whole month in which they are absent from duty for any reason other than paid vacation or leave of absence with pay.
- 17.08 An employee shall be credited with their vacation for a calendar year at the commencement of each calendar year plus the previous year's vacation entitlements not used, subject to Article 17.09
- 17.09 An employee may accumulate vacation to a maximum of twice their annual accrual but shall be required to reduce their accumulation to a maximum of one (1) year's accrual by 31 December each year.
- Effective June 30, 1998, a ten (10) month employee shall be required to reduce their accumulation to a maximum of one (1) year's accrual by 30 June of each year.
- 17.10 On commencing employment, an employee shall be credited with pro-rata vacation for the balance of the calendar year, but shall not be permitted to take vacation until they have completed six months of employment, except for employees covered under Article 17.14.
- 17.11 Where an employee leaves the Board's employ prior to the completion of six (6) months of employment, they are entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of employment.
- 17.12 An employee who has completed six (6) months of employment shall be paid for any accrued and unused vacation credits at the date they cease to be an employee, or at the date they qualify for payments under any Long Term Disability Plan the parties may agree to, and any salary paid for unearned vacation used up to that time shall be recovered by the employer from any monies owing to that employee.

- 17.13 In the calendar year in which an employee retires and provided they work until August 31 of that year (10-month employees June 30) they shall receive full vacation rates calculated as though they had worked the calendar year.
- 17.14 Employees who normally do not work during the Christmas Break and the Winter Break shall be allowed to take their vacation entitlement with pay for those days that they would not receive pay.
- 17.15 Employees who normally work less than twelve (12) months per year shall have their actual vacation entitlements prorated. For purposes of progressing through the vacation schedule (Article 17.01) ten (10) month employees shall be credited with twelve (12) months service.

17.16 EDUCATIONAL ASSISTANTS ONLY

Educational Assistants' vacation entitlement shall be the same as Office, Clerical, and Technical employees except for Article 17.05.

Regarding vacation entitlement the Union agrees that Educational Assistants shall not take vacation on any instructional days during the school year. Educational Assistants may use vacation entitlement during the Christmas Break, Spring Break or on a Professional Development Day. Vacation on a Professional Development Day shall be by mutual agreement between the employee and their supervisor.

- 17.17 Vacation shall be granted on the basis of seniority with the Employer in each school and in the Board Office. Therefore, the employee in a school with the most overall seniority shall have their choice first. Each employee shall select one unbroken period as their first choice. An unbroken period shall be consecutive days in one period mutually agreed to by the concerned employee and employer. If the senior employee's first choice does not equal their total entitlement, then after the other employees in the same school have selected their first choice then the process shall start again beginning with the most senior employee. This process shall continue until all employees have completed their selections in accordance with Article 17.18.
- 17.18 Provided that the Board has provided the appropriate scheduling printouts to employees, as well as each employee's current entitlement, banked vacation, and vacation taken to date in the current year, requests for vacation shall be submitted by May 1st of each year listing the employee's first choice. Otherwise all deadlines will be advanced accordingly. In accordance with Article 17.17 vacation schedules shall be completed and placed on the bulletin board at the worksite by June 1st of each year and shall not be changed unless mutually agreed to by the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days off or on the day requested or accepted by the employee.

17.19 All 10-month employees shall have the option to have their vacation paid out at the end of May of each year in conjunction with Article 17.09 above.

17.20 Early Childhood Educators Only

Vacation will be scheduled in accordance with the collective agreement, notwithstanding the ECE shall not take vacation on an instructional day.

Where a Board operates an extended day/year program the Early Childhood Educators will be provided with paid vacation in accordance with the collective agreement. Such paid vacation time will be taken during non-instructional time of the employees choosing and subject to operational needs of the ELP program at the school where the employee works.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Leave of Absence Without Pay

The Employer may grant leave of absence without pay to an employee for any reason which is regarded by the Employer as legitimate and acceptable. A request for such leave shall be made in writing along with the reasons and forwarded to the principal/supervisor for recommendation. The request will then be forwarded to Human Resources for final approval. A leave of absence shall not be taken without first obtaining the formal approval of the Employer. During the period of the leave without pay, provided that it exceeds one month, the Employee shall pay the premiums contained in Article 21.02 where applicable.

18.02 The extension of any leave of absence granted by the Employer beyond its date of expiry shall be at the sole discretion of the Employer.

18.03 **Union Leave**

At the request of the Union, the Employer shall grant members of the bargaining unit Union release time. Such requests shall be made in writing and will not be unreasonably denied by the Employer. The Employer shall bill the Union for any lost wages. Billing to the Union for reimbursement for such time will be completed quarterly (end of March, June, September, December).

18.04 **Bereavement Leave**

Leave of absence without loss of pay will be granted to an employee upon written request up to a maximum of five (5) working days in case of death of an employee's spouse, child, (including unexpected loss of an unborn child) or other dependent or person that the employee or the employee's spouse has guardianship of, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandparents or grandchild, daughter-in-law or son-in-law, mother or father. Additionally, leave of absence without

loss of pay will be granted to an employee upon written request up to a maximum of three (3) working days in the case of the death of an employee's niece, nephew, aunt or uncle.

For clarity purposes, "step" relatives are deemed to be relatives; for example a stepbrother is a brother.

During the employee's actual vacation leave, should they become eligible for bereavement leave as covered in this Article, they shall be entitled to an additional equal number of vacation days to equal the days lost for such bereavement leave in accordance with this Article.

Leave without loss of pay as provided for in Article 18.04 above may or may not be taken consecutively.

18.05 Public Office Leave

The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without loss of seniority and without pay so that employees may be candidates in a federal, provincial or municipal election.

Any employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated or who is elected to public office, shall be granted leave of absence without loss of seniority, by the Employer, for a period of up to one year. Such leave shall be renewed each year, on request, during the term of their office.

18.06 Pallbearer Leave

One (1) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

18.07 Jury Duty Leave

Leave of absence without loss of seniority shall be granted to an employee who, by reason of summons to serve as a juror, or a summons to serve as a witness in a court proceeding to which he or she is not a party or one of the persons charged, is absent from duty. The Board shall pay such an employee the employee's regular salary provided the employee presents proof of service to the Board. The employee shall pay to the Board any fee, exclusive of traveling allowances and living expenses that the employee receives as a juror or as a witness. Such leave is not deducted from sick leave.

PREGNANCY LEAVE (The following is a superior provision as per LOU#2)

18.08 Pregnancy Leave shall be granted in accordance with the provisions of the Employment Standards Act, as amended.

18.09 Pregnancy Leave of up to seventeen (17) weeks shall be granted to a member who has worked for the Board for at least thirteen (13) weeks as follows:

- a) Pregnancy Leave shall be for a seventeen (17) week period or such shorter period as the employee may request.
- b) Pregnancy Leave may commence no earlier than the day that is seventeen (17) weeks before the employee's due date or the date she gives birth, whichever is earlier, and no later than the date the child is due or the date the child is born, whichever is earlier.
- c) An employee must give the Board at least two (2) weeks written notice of the date the Pregnancy Leave is to begin and submit a medical certificate from a qualified medical practitioner stating the anticipated date of birth. Employees are encouraged to give earlier notice, if possible, to assist the Board in the staffing process.
- d) The Pregnancy Leave may end earlier than planned if the employee gives the Board four (4) weeks written notice before the desired date of return.

Presumptive Period of Recovery

- 18.10
- a) An employee going on pregnancy leave and who is eligible for Employment Insurance (E.I.) benefits as outlined above shall be paid a Supplemental Unemployment Benefit (SUB) for the presumptive period of recovery (first thirty days following birth of the child) as defined in Article 18.14 (a)(i).
 - b) The pregnancy leave top-up for this period shall provide for the difference between what an employee received from E.I. and one hundred percent (100%) of her regular weekly rate for a maximum of the six week presumptive period of recovery.
 - c) This pregnancy leave SUB top-up will be payable only for those days during the six-week period which fall on regular work days. It is understood that employees who access the SUB top-up shall not have a deduction from sick leave for that period.
 - d) It is understood by both parties to this agreement that the Pregnancy Leave SUB top-up set out herein is based upon and is subject to Employment Insurance Regulations and procedures. It is also understood that time using Pregnancy Leave SUB top-up in these circumstances counts as time for the purposes of Pregnancy Leave.
 - e) To access Pregnancy Leave SUB top-up, a request shall be made, in writing to the Superintendent of Human Resources at least two weeks in advance of the anticipated date of birth. To receive pay, the employee must also provide the

Board with verification of the approved Employment Insurance claim indicating the amount of Employment Insurance paid to the employee, and an indication of the dates that the waiting period was served. This Pregnancy Leave SUB top-up will be payable only for those days during the six-week period which fall on regular working days.

- 18.11 An employee going on Pregnancy Leave who is not eligible for Employment Insurance Benefits may request sick leave, without providing further medical documentation, for up to the first thirty (30) days from the date of delivery provided such employee has at least thirty (30) days of sick leave to her credit. Should the employee require additional sick leave beyond the thirty (30) days, the employee shall be required to provide medical evidence from her physician. It is understood that time on sick leave in these circumstances counts as time for the purposes of Pregnancy Leave. Sick leave benefits shall not be accessed by the employee if the days fall outside her working period (i.e. December Break, mid-Winter Break, Summer Break). It is understood that employees electing to access accumulated sick leave will have an equivalent amount of sick leave deducted from their sick leave bank for that period.

PARENTAL LEAVE

- 18.12 Parental Leave shall be granted in accordance with the Employment Standards Act, as amended. Parental Leave shall be granted to a member who has worked for the Board at least thirteen (13) weeks as follows:
- a) Parental Leave shall be for up to thirty-five (35) weeks if the member has also taken a pregnancy leave or up to thirty-seven (37) weeks if the member has not taken a pregnancy leave.
 - b) The Parental Leave of an employee who takes a Pregnancy Leave must begin when the Pregnancy Leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
 - c) Parental Leave may begin not more than fifty-two (52) weeks after the child is born or comes into the custody, care and control of a parent for the first time.
 - d) The employee must give the Board at least two (2) weeks written notice of the date the leave is to begin. Employees are encouraged to give earlier notice, if possible, to assist the Board in the staffing process.
 - e) An employee who wishes to end Parental Leave sooner than expected may do so if the member gives the Board at least four (4) weeks written notice before the desired date of return.
 - f) It is understood and agreed that the employee shall give the Board notice of intent to adopt as soon as possible recognizing that it may be necessary for the employee to commence leave immediately when the child becomes available.

18.13 PROVISIONS APPLICABLE TO BOTH PREGNANCY AND PARENTAL LEAVES

An employee on Pregnancy Leave and/or Parental Leave as defined in the Employment Standards Act, as amended, shall continue to be entitled to the following:

- a) Seniority, credit for experience and length of service for sick leave entitlement continue to accrue during Pregnancy and/or Parental Leave as defined in this Article.
- b) The Board will continue to pay its share of the applicable benefit premiums subscribed to by the employee prior to the commencement of the leave provided the employee pays for their share of the applicable benefit premiums.
- c) At the completion of the Pregnancy and/or Parental leave, the Board shall place that employee in the employee's former position subject to the staffing provisions of this Collective Agreement.
- d) It is understood that the employee on Pregnancy/Parental leave shall be subject to the layoff and recall provisions as set out in Article 13 of this Collective Agreement.

18.14 SUPPLEMENTARY UNEMPLOYMENT BENEFITS (SUB) PLAN

Payments made during the Pregnancy and Parental Leave according to the Supplementary Unemployment Benefits (SUB) shall be as follows:

- a) In the case of Pregnancy Leave,
 - i) for the six (6) week period immediately following the birth of the child, and in accordance with Article 18.10, the Board shall pay a top-up as supplement to the employee's Employment Insurance Pregnancy benefit. The amount of the supplement shall be equal to the difference between the employee's weekly employment insurance benefit and the employee's weekly wage and in accordance with the provisions of Article 18.10.
 - ii) for the remaining eleven (11) weeks of the seventeen (17) week period, whether such weeks occur immediately before or immediately after the birth of the child, the Board shall pay top-up benefits as supplement to the employee's Employment Insurance Pregnancy benefit equivalent to the difference between the employee's weekly Employment Insurance benefits and seventy-five (75%) percent of the employee's weekly wage. It is agreed that the two week waiting period, if applicable is included in this eleven (11) week period.
- b) In the case of Parental Leave, two (2) weeks payment equivalent to seventy-five (75%) percent of the employee's weekly wage, followed by up to fifteen (15) weeks payments equivalent to the difference between the employee's weekly rate of Employment

Insurance benefits and seventy-five (75%) percent of the regular weekly wage, with no deduction for sick leave. It is understood that an employee that receives SUB under the Pregnancy Leave provisions shall not be entitled to further SUB under the Parental Leave provisions.

- c) Where an employee becomes eligible for an annual increment during the period of Pregnancy/Parental Leave, payments under (a), (b), shall be adjusted accordingly.
- d) Employees disentitled or disqualified from receiving E.I. benefits are ineligible for SUB top-up.
- e) Employees do not have a right to SUB payments except to supplement E.I. benefits during the unemployment period as specified in this plan.
- f) The employee must provide the Board with the proof that they are receiving E.I. benefits before SUB is payable.
- g) It is understood that an employee on pregnancy and/or parental leave who is in receipt of SUB benefits shall not be paid in excess of their annual salary.
- h) Employees taking advantage of the SUB plan will return to work and remain in the service of the Board for a period of at least four (4) months after their return to work: and that they will return to work on the date of expiry of their pregnancy and/or parental leave, unless this date is modified with the consent of the Board or unless the employee is thereupon entitled to another leave provided for in this Agreement. Should the employee fail to make himself/herself available to return to work, the employee recognizes that they are indebted to the Board for the amount received through the Pregnancy or Parental SUB plan.
- i) Upon written request, an extended leave of absence without pay, and without loss of seniority may be approved by the Board for a period no longer than two (2) years inclusive of the twelve months leave provided in this Article.

18.15 Parenting Leave

Parenting Leave with pay, to a total of five (5) days per year, may be granted for the birth or adoption of a child. Such leave shall be granted at the discretion of the Superintendent of Human Resources or designate, in consultation with the employee's supervisor, and shall not be deducted from sick leave. It is understood that employees who take pregnancy leave are not eligible for this leave.

18.16 Election Leave

Employees shall be allowed three (3) consecutive hours off before the closing of polls in any federal, provincial or municipal election or referendum without deduction from normal daily pay.

18.17 Personal Leave

Personal leave with pay, to a total of five (5) days per school year, may be granted for reasons which are unavoidable or extraordinary. Such leave shall be granted at the discretion of the supervisor, in consultation with Human Resources staff. Personal leave shall not be deducted from sick leave and cannot be accumulated.

Indigenous employees may access personal leave as described above for the purposes of:

- i) 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
- ii) Attendance at Indigenous cultural/ceremonial events.

18.18 X/Y (Self-Funded) Leave

- a) This plan is available to employees who wish to take a leave of absence, with pay, by spreading "x" years' salary over a "y" year period. The "y" year is always the last year of the plan. "X" shall be less than "y". "Y" must not exceed seven (7) years and where an employee chooses a six (6) or seven (7) year plan, the leave must be taken in the sixth or seventh year.
- b) The parties agree to the implementation of the self-funded leave plan as outlined below.
- c) The employee shall assume the responsibility of making himself/herself aware of the implications of the plan related to its effect on an employee's pension provisions and income tax implications.
- d) Applications shall be submitted to Human Resources. The Union shall be notified of those applications that have been approved. Applications shall be considered by April 1st to begin the program the following September.

The granting of such a leave shall be governed by the following criteria:

- i. the employee is a permanent employee with the Board;
- ii) the employee is unlikely to be declared surplus during the term of the plan;
- iii) the employee must declare that, except in the case of unforeseen extenuating circumstances, they intend to serve the Board to the end of the completion of the plan;
- iv) the potential for programme disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;
- v) such other criteria as considered by the Staff Review Committee to be appropriate in the individual circumstances.

All leaves recommended by the Staff Review Committee shall be forwarded to the Board for their subsequent consideration. Denial by the Board shall not be considered a violation of this Agreement.

- f) In the “y” years of the plan, the employee will be paid a fraction of their salary equal to x/y . The remaining portion of the salary, plus allowances, will be accumulated, and this amount shall be held by the Board to help finance the year of leave. The amount of salary withheld by the Board shall be deposited in a “trust account” for each individual at the time of regular salary payments; such “trust account” will be maintained at a financial institution chosen by the Board where interest will be declared not less frequently than a monthly basis and compounded so as to be at the highest rate paid on the institution’s regular “bonus” savings account.

A ledger reference of each individual employee’s contribution shall be maintained by the Board. A statement of each employee’s account will be issued at the end of each school year.

- g) If the amount received by the employee during the leave is less than the accumulated amount in the employee’s account, the employee shall receive the excess in payments at the employee’s discretion. In no case shall the payments be made beyond December 31st of that year.
- h) During all years that the individual employee is participating in the self-funded leave plan, all employee benefits, excepting Pension or O.M.E.R.S., shall be maintained according to the Collective Agreement at a level as if the employee were being paid at 100% of their salary.
- i) The employee’s fringe benefits will be maintained in accordance with the parameters and direction as set forth in Part A – C5 of this agreement and the CUPE Education Workers Benefit Trust.
- j) On return from leave, an employee shall be assigned to a position similar to that held prior to going on leave. If such a position no longer exists, the placement of the employee shall be determined by applying the appropriate sections of the Collective Agreement. Notwithstanding the above, the employee may agree to accept an alternate placement, mutually agreed upon by the Employer and the employee.
- k) An employee participating in the plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one-year leave not been taken, including credit for one year’s seniority.

- l) Sick leave credits and vacation credits shall not accumulate during the year spent on leave.
- m) Pension deductions are to be continued as provided by O.M.E.R.S. during all years that the employee is participating.
- n) An employee may withdraw from the plan any time prior to taking their leave of absence provided that they have applied to the Staff Review Committee for withdrawal; any monies accumulated, plus interest due and payable, shall be repaid to the employee within sixty days of the notification of their desire to leave the plan. The monies may be deferred (interest-free) upon request of the employee, but in no case shall the deferral continue beyond December 31st of that year.
- o) Should an employee die while participating in the plan, any balance in the employee's account at the time of death shall be paid to the employee's estate. Any amount due to the Board shall be an obligation of the employee's estate and binding upon the employee's heirs, executors or administrators.
- p) All employees wishing to participate in the plan shall be required to sign an agreement on a form supplied by the Board before final approval for participating will be granted.
- q) Income tax shall be deducted on the actual amounts received by the employee during each of the "y" years of the plan, subject to the income tax regulations in effect at that time.
- r) During the self-funded leave year, the employee may engage in such plans of education and employment as they choose, except that they may not be employed as an employee of The Limestone District School Board.
- s) The financial aspects of this Section shall be administered by the Superintendent of Business Services.
- t) In no way shall the items agreed to in this Appendix be in contravention of or have precedent over the Federal Income Tax Act or Regulations.

18.19 Union Leave

The Employer agrees that the Local Union President, or designate, may be absent from work up to one hundred (100) days per year for the purpose of taking care of Local Union business with the understanding that the Union will give as much notice as possible prior to the actual absence.

The Employer further agrees that the employee will be paid their normal day's wages, benefits will be continued, and that the Local Union shall be billed for the amount of monies paid to the employee or on behalf of the employee and the Employer shall be

reimbursed immediately for any cost.

18.20 Union President Leave

When specifically requested by the Union the Employer agrees to grant an unpaid leave for the Local President for one-half (½) of each of their scheduled work days for the purposes of attending to Local Union business and to provide improved availability to deal with matters which require discussion with the Employer. In this regard the Employer agrees to continue the wages and bill the Union as provided in Article 18.19.

18.21 Graduation Leave

The necessary time (up to one (1) day maximum) is granted for an employee to attend their own graduation ceremonies, or those of their own son, daughter, husband, wife, common-law spouse or same sex partner, grandparent or grandchild from an elementary (grade 8 only), secondary or post-secondary institution.

18.22 Severe Weather

The Employer agrees that, in the event of extremely severe weather, (e.g. cancellation of bus transportation which impacts the employee, or if a public road is impassable, an employee will not suffer any loss of wages provided that their reports to their school or worksite, if and when it becomes safe to do so for that portion of the shift remaining. The employee, after consultation with the Site Administrator, Area Supervisor, or Supervisor (as applicable) may be directed to report to an alternate site, or report to the nearest school, or report late to their school/site when road conditions permit. Should weather clear before the next shift is scheduled to commence, employees on that shift will be expected to work, otherwise the same conditions noted herein for day shift employees shall apply. If, during the normal working hours and after consultation with a Supervisor, the decision is made to send employees home prior to the completion of their shift, no loss of regular pay (excluding premiums) shall occur.

FAMILY MEDICAL LEAVE

18.23 a) Family Medical leave shall be granted in accordance with the Employment Standards Act as amended.

b) An employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to a family member if a qualified health practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks or such shorter period as may be prescribed.

c) For the purposes of this Article a Family Member is as defined in the Employment Standards Act and Ontario Regulation(s) as amended.

18.24 The employee may begin a leave under this section no earlier than the first day of the week in which the period referred to in 18.23 b) begins.

18.25 The employee may not remain on a leave under this section after the earlier of the following dates:

1. The last day of the week in which the individual described in Article 18.23 c) above dies.
2. The last day of the week in which the period referred to in 18.23 b) above ends.

18.26 If two or more employees take leaves under this section in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed eight weeks during the period referred to in 18.23 b) above that applies to the first certificate issued for the purpose of this section.

18.27 A request for Family Medical Leave shall be made in writing through the employee's supervisor and Superintendent of Human Resources. The request shall also include the dates on which the employee intends to leave and return to active employment.

The employee will provide to the employer a medical certificate indicating that a member of the family is gravely ill with a significant risk of death within twenty-six (26) weeks.

18.28 An employee may take a leave under this section only in periods of entire weeks.

18.29 An employee on Family Medical Leave shall continue to be entitled to all benefits which would have been received if the employee had been actively employed. These include:

- a) seniority, and experience
- b) employee benefits

18.30 An employee returning from Family Medical Leave shall be reinstated to the same position held in the same worksite prior to the leave.

18.31 The Employer will provide a Supplemental Unemployment Benefit plan for:

- a) The two (2) week waiting period during which time the member will receive payments equivalent to 60% of salary and allowances that would have been received had the employee not been on leave; and
- b) Up to six (6) additional weeks' payment equivalent to the difference between the Employment Insurance Benefits the employee is eligible to receive and 60% of the salary and allowance that would have been received had the employee not been on leave.
- c) Employees disentitled or disqualified from receiving E.I. benefits are ineligible for SUB.

- d) The employee must provide the Board with the proof that they are receiving E.I. benefits before SUB is payable
- e) Employees do not have a right to SUB payments except to supplement E.I. benefits during the unemployment period as specified in this plan.
- f) No supplemental benefit will be paid under this plan for a week which falls outside the employee's normal work year.

ARTICLE 19 - SHORT TERM SICK LEAVE PLAN (The following is in addition to C6.0 & LOU #8)

19.01 Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, but less than a full day, shall be deducted as one-half (½) day. However, the parties agree that where an employee is participating in a return to work arrangement, their hours not worked shall be deducted from their sick leave by the hour. Should the employee's sick leave be exhausted, hours not worked shall be without pay.

An employee will report an absence within at least one (1) hour prior to normal starting time but shall endeavour to report as soon as possible.

19.02 In all cases of prolonged illness, a certificate from an appropriate licensed medical practitioner, approved and paid for by the Board, certifying to the illness of the employee, may be required monthly before any payment for short term sick leave is made.

The Employer may, at any time, request an employee to submit a certificate of health signed by an appropriate licensed medical practitioner, approved and paid for by the Employer.

19.03 The elimination/qualifying period for Long Term Disability is seventeen (17) weeks of continuous disability.

19.04 When an employee has exhausted benefits under the Short-Term Sick Leave Plan, they will cease to receive any salary payments. The employee shall receive any holiday pay due to him/her at the time they cease to receive any salary payments. Continuation of benefit coverage is covered under Article 21 - Welfare Benefits.

19.05 An employee, with seniority, who has been removed from payroll for a period not exceeding twelve (12) months because of an illness or injury, will be reinstated in their former position with no loss of seniority provided that upon their return to work their provides an acceptable physical examination report from an appropriate licensed medical practitioner, approved and paid for by the Board, certifying that they are physically capable of performing the duties of that position.

An employee who has been removed from payroll due to illness or injury for a period exceeding twelve months but not exceeding 2 consecutive years may be re-employed to a vacant position to which the employee is capable and qualified to perform. Should no vacancies exist, the returning employee shall be placed into a position that they are capable and qualified to perform that is held by one of the five least senior employees of the Bargaining Unit. An employee who has been unable to perform their duties due to illness or injury for a period exceeding two (2) consecutive years will not be considered for re-employment unless the employee provides an acceptable physical examination report from a licensed physician, certifying that they are physically capable of performing the duties of a position or a modified position in which case they may be considered for a vacant position.

It is therefore understood that should an employee be unable to perform their duties due to illness or injury for a period exceeding twenty-three (23) months, the Limestone District School Board will send a letter to the employee's last known address inquiring whether the employee would be able to return to work and what, if any, reasonable accommodation the employee would require in order to be able to return to work prior to the twenty-four (24) month period or shortly thereafter.

The Employer agrees that the Union will be consulted with respect to any return to work plans and will participate in all meetings in relation to members returning on modified work and that such participation will be from the initial stages through to the conclusion.

The employee shall have the right to Union representation concerning any return to work arrangements dealing with any WSIB or disability matter.

The Union agrees that its representatives shall be excluded from any meeting or portion of a meeting where the confidential medical information pertaining to an employee is being discussed and where the employee involved so requests.

Both parties recognize any rights pursuant to the provisions of the Ontario Human Rights Code prevail over any provisions in this article in the event of conflict.

19.06 Should the Employer feel that an employee is abusing their sick leave privileges, the Employer may notify the employee in writing of their feelings toward their sick leave record with a copy to the Union.

Should the Employer feel that as a result of the above letter there has been no improvement or they are still not satisfied, then they may send the employee a letter requiring that to be eligible for future sick leave payment they must have a medical certificate signed by an appropriate licensed medical practitioner, approved and paid for by the employer.

19.07 a) **Former Lennox and Addington County Board of Education CUPE Employees Former Local 1558 Cumulative Sick Leave and Retirement Gratuity Plan**

Employees hired before April 23, 1986, shall have their sick leave bank reduced by fifty percent (50%), frozen and set aside for the purposes of sick leave payout, recognizing that the sick leave plan covered in this article would be effective October 1, 1999. Should an employee be given leave without pay for any reason, or laid off on account of lack of work and returns to work upon expiration of such leave of absence or layoff, they shall retain their frozen sick leave bank, if any, existing at the time of such leave or layoff provided they have not already received a sick leave payout.

b) Former Frontenac County Board of Education CUPE Employees - Sick Leave Payout

Employees hired before July 1, 1997 and who have not accepted and received a sick leave payout, shall have their sick leave bank reduced by fifty percent (50%), frozen and set aside for the purposes of sick leave payout, recognizing that the sick leave plan covered in this article would be effective July 1, 1997. Should an employee be given leave without pay for any reason, or laid off on account of lack of work and returns to work upon expiration of such leave of absence or layoff, they shall retain their frozen sick leave bank, if any, existing at the time of such leave or layoff provided they have not already received a sick leave payout.

19.08 Frozen sick leave credits will be payable upon termination, death (pursuant to 19.15), or retirement because of age, illness or pension or if an employee loses seniority in accordance with Articles 11.04 (f), 11.04(g), or 11.04 (h) at their rate of pay just prior to the time of payout, subject to the following.

SEVERANCE PAY - an employee who severs employment with the Employer shall be entitled to the following payout from their frozen sick leave bank at their rate of pay just prior to their severance and in accordance with the following:

An employee with over ten (10) years of service but less than fifteen (15) years' service shall receive payout of their frozen sick leave up to a maximum of thirty (30) working days.

An employee with fifteen (15) years of service but less than twenty (20) years' service shall receive a payout of their frozen sick leave up to a maximum of sixty (60) working days.

An employee with over twenty (20) years of service shall receive a payout of their frozen sick leave up to a maximum of one-half (½) years' salary.

19.09 Employees who, as at the signing of this agreement, have frozen sick leave credits, and the amounts thereof, as described in this article are listed in schedule Ax@ which is distributed to the employees concerned and which is not appended to, yet nevertheless forms part of this agreement.

The parties agree that the frozen sick leave credits are fully vested in the individual

employees and as such may not be in any way diminished, cashed out, removed, or altered without the express individual consent of the employee and that the parties to this agreement expressly agree not to make any proposal in relation to the renewal of this agreement that would operate to render this article (19.10) inoperable.

The parties further agree that in the event that any legislation is introduced which may have as a consequence the alteration of the above provisions relating to sick leave credits, that the employees will be offered an alternative so as to ensure that the rights and benefits attached to the frozen sick leave credits are not in any way diminished, and that such actions as are necessary are implemented prior to any effective date proposed in the legislation.

- 19.10 The Retirement Gratuity shall be paid in one instalment, or at the employee's request two equal instalments commencing in the calendar year following the employee's retirement or by such other instalments agreeable to both parties.
- 19.11 If an employee dies before receiving the full amount of their gratuity, then the balance shall be paid to their estate. In the event of the death of an eligible employee, the deceased's estate shall receive the amount calculated in 19.09.
- 19.12 Should an employee become eligible for bereavement leave as provided for in Article 18.04 while on sick leave, they shall be entitled to such bereavement leave and no deduction will be made from sick leave entitlement for said days, and furthermore any adjustments to the remaining sick leave entitlement shall be made as necessary to give effect to the extent of the bereavement leave.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

- 20.01 The Employer will pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day, each employee will be provided with an itemized statement of their wages and deductions.
- 20.02 If an employee is temporarily assigned to a classification having a higher rate of pay than that for which the employee is currently assigned, then the employee shall be paid the rate in the salary range which is next higher than their previous rate for all hours worked in such classification.
- 20.03 When an employee is promoted to another classification and such promotion would not otherwise result in any increase in salary at the time, such employee shall be placed in an experience grade in their new classification which will provide an immediate increase over their previous salary rate. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.
- 20.04 An employee required by the Employer to use their own car to drive to a designated

place of employment other than their base shall be paid mileage in accordance with the Board's policy which is based on the CRA rate.

- 20.05 The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify themselves to perform their job. Payment shall be made on registration in the course. Employees, unilaterally withdrawing from a course prior to its completion, will reimburse the Employer for the cost of the tuition.
- 20.06 Ten (10) month and eleven (11) employees will have the option of being paid either over a ten (10) month period, eleven (11) month period or a twelve month period. Employees will be allowed a maximum of two (2) payroll designation changes during any five (5) year period. For clarity, employees will only have the option of being paid over their regular month or a twelve (12) month period.

ARTICLE 21 – BENEFITS (For additional benefits information – refer to C5)

- 21.01 In addition to the Canada Pension Plan each employee shall join the Ontario Municipal Employees' Retirement System.
- 21.02 **Long Term Disability**
- a) Employees who are enrolled in the Long Term Disability (L.T.D.) Plan shall pay the full premium cost for the L.T.D. plan which includes a qualifying period of seventeen (17) weeks and a benefit level of 60% with a maximum benefit of \$2,000 per month.
 - b) The Board shall add to the monthly earnings of each employee an amount equivalent so as to yield an after tax amount equal to 100% of the billed monthly premium of the L.T.D. plan.
 - c) Employees hired by the Board after January 1, 2000 shall pay the full premium cost for the L.T.D. Plan. Paragraph 21.02 (b) will not apply to employees hired after January 1, 2000.
- 21.03 It is agreed that any and all accrued premium rate reductions realized by the employer from the E.I. Premium Reduction Program (5/12ths) will be retained by the employer, which have been applied to the benefits in this article.

ARTICLE 22 - PROTECTIVE CLOTHING

- 22.01 Each school is to be supplied with protective aprons upon request:

Protective aprons may be used by the clerical staff. It is understood that the protective aprons will be left on the premises of the Employer at all times.

The Employer agrees to provide protective clothing and shoes to ITS employees if necessary.

22.02 Protective aprons shall be supplied to all other employees who request them provided such employees can show the need. The number of protective aprons to the employee shall be a minimum of two (2) per calendar year.

22.03 a) Protective aprons, gloves and masks shall be provided upon request to those employees assisting with student toileting.

b) "Yak Tracks" or equivalent traction supports will be supplied to schools and made available to employees when performing yard duty supervision. All traction supports will be left on the premises of the Employer at all times.

ARTICLE 23 - GENERAL

23.01 When any position not covered by Appendix "A" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to arbitration.

During the period the parties are unable to agree on a rate or an arbitrator rules, the Employer may post the job at the rate they proposed and fill the position with the notation on the posting that the rate is under review. Any increase resulting from a decision with respect to a final job rate shall be made retroactive to the initial date of dispute.

23.02 The Employer agrees that the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

23.03 The Employer shall supply all tools and equipment required by employees in the performance of their duties.

23.04 The Union and the Employer wish that every employee become familiar with the provisions of this agreement and their rights and duties under it. For this reason, the Employer shall print sufficient copies of the agreement in a Union shop within thirty (30) days of signing. The cost of such printing shall be shared equally between the Union and the Employer.

23.05 The Employer agrees that no employee shall be laid off due to the use of volunteers or contracting out of work presently performed by members of the bargaining unit.

The Employer shall give the Union thirty (30) calendar days' notice of any technological change. During the notice period, the Employer will meet with the Union to explain the technological change and discuss any effects it will have on the

employees, with a view to minimizing such effects.

23.06 The Union and Employer agree that personal information regarding an employee acquired through the Employee Assistance program shall not be used by an employee, the Union, or the Employer for discipline, grievances, or arbitration purposes or procedures.

23.07 The Employer agrees that any employee (with one (1) days' notice) shall have the right to review their personnel file, in the presence of a member of the Human Resources Services Department, during normal working hours. Such request shall not be made with unreasonable frequency.

23.08 The Union and Employer agree to amend all gender specific pronouns throughout the Collective Agreement to they/them.

23.09 The Employer agrees that no employee shall be laid off or have their hours of work reduced as a result of a position, school, or workplace becoming bilingual.

23.10 The employer shall endeavour to limit the number of employees regularly working less than fifteen (15) hours per week, by offering them other work in the same or different location to bring their total hours up to fifteen (15) or more hours per week.

The employer agrees that for employees working fifteen (15) or more hours per week and less than thirty-five (35) shall be offered where possible opportunity for extra hours up to thirty-five (35) hours per week to fill in for long-term temporary vacancies and/or permanent positions who have not had their total weekly hours of work exceed thirty-five (35) hours wherever practicable.

23.11 The employer agrees that any rights, privileges or conditions of employment currently possessed by employees who were transferred to CUPE Local 1727 as a result of the Labour Relations Board hearings in 1991 (and subsequently transferred to CUPE Local 1480 in 1998) shall continue to be in effect unless the conditions of this agreement are equal or better than the conditions now in place.

23.12 **CRIMINAL BACKGROUND CHECK**

The Board will pay the cost (processing fee only) associated with obtaining Criminal Background Checks that are mandated by Provincial Legislation or Board Regulation/Policy for existing permanent employees.

Newly hired employees must provide current Criminal Background Checks at their own expense.

23.13 a) Currently pursuant to the Education Act, ONTARIO REGULATION 521/01 amended to O. Reg. 322/03 COLLECTION OF PERSONAL INFORMATION, employees are required to obtain a Criminal Background Check prior to employment with the Board and to

provide an Offence declaration thereafter as required by the regulation. This Article shall cease to apply in the event that the Regulation is repealed. In the event of a revision to the regulation the revisions shall be taken into account and where this Article requires more of an employee than the revised regulation, such requirements under this Article will no longer be applicable.

- b) The Board will provide an Offence Declaration form online to every employee by September 7th of each year. Each employee will complete the form electronically and will submit by September 30th of each school year.

It is understood that an employee will not be permitted into any Board building until such document has been provided. Employees new to the Board must provide a criminal check that is not more than six (6) months old before they will be permitted into a Board building.

- c) The Criminal Background Check and Offence Declarations will be segregated and placed in a locked/ protected area of the Board.
- d) After the Board receives the Offence Declaration or the results of the Criminal Background Check and if the Board intends to meet with an employee about any decision the Board might take with respect to the results of the Offence Declaration or Criminal Background Check, then the Board shall advise an employee to contact the Local President, or designate, prior to attending the meeting. It is understood that the Union will have representation at the meeting if the member requests.

23.14 All Memorandums of Agreement, Letters and Appendices attached hereto form part of the Collective Agreement and accordingly any disputes in relation thereto may be referred to the grievance and arbitration procedures.

23.15 **Quarantine**

Subject to certification by a duly qualified medical practitioner, in any case where, because of exposure to a communicable disease in the course of their duties an employee is quarantined or otherwise prevented by the medical officer of health from attending to their duties, leave will be granted without loss of pay. Such leave is not deducted from sick leave.

Occupational Health & Safety

23.16 The Board and CUPE recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

Violence In The Workplace

23.17 The Board believes and is obligated to ensure that all Employees are entitled to a healthy and safe environment free from violence in the workplace.

- 23.18 To this end, all staff have a right to freedom from assaults and/or threats by, but not limited to, the following: the Board, an agent of the Board, employees of the Board or those contracted by the Board, volunteers, parents, students and any and all persons engaged in any activity with the Board.
- 23.19 When a student engages in violent behaviour toward an employee, staff connected to the situation will be involved in the investigation process.
- 23.20 The Union may request to review Administrative Procedure AP 407 – Violence in the Workplace and AP 408 – Reporting & Investigating Workplace Violence, no more than once every two years through the Joint Board-Union Committee, unless mutually agreed to by the parties. It is agreed that prior to any amendments being made to this procedure and related protocols, (for example, The Community Threat Assessment Protocol, Threat Assessment Framework, Threat Assessment: Responding to Ensure Student & Staff Safety), the Union shall be provided an opportunity to convey concerns and make recommendations for consideration to the Board, including changes to the procedure, implementation and education. The Union may request to make representation to appropriate Board personnel and/or Committees.
- 23.21 It is recognized that a broader consultative process will be undertaken, which will include the Union.

ARTICLE 24 - DURATION OF AGREEMENT

- 24.01 This collective agreement shall become effective September 1, 2022 and shall remain in effect until August 31, 2026, and shall continue in force from year to year thereafter unless either party gives notice to the other party hereto of a desire to terminate or amend this agreement. Such notice shall be given in writing by the party giving notice not earlier than ninety (90) days and at least thirty (30) days before the expiry date of this agreement or any subsequent anniversary date of which this agreement remains in force.
- 24.02 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the term of this agreement.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2018.

**Letter of Understanding
between
The Limestone District School Board
and
The Canadian Union of Public Employees
and its Local 1480**

OMERS CONTRIBUTORY EARNINGS

As a reference for employees, the parties have agreed to include in this Letter of Understanding the current Definition of Contributory Earnings under the OMERS Pension Plan. For more information employees may access the OMERS web site at www.omers.com or contact Human Resource Services for an OMERS Member Handbook.

The following information 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.

Definition of Contributory Earnings:

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

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable pay, merit pay and commissions);
- market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g. flight allowance and canine allowance);
- pay for time off in lieu of overtime;
- danger pay;

- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason (eg. illness), provided service is extended (the member must be kept whole@ e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (e.g. educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance [that is, expenses are not reimbursed] then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2013.

**Letter of Understanding
between
The Limestone District School Board
and
The Canadian Union of Public Employees
and its Local 1480**

Re: Implementation of item #5 of the Provincial Discussion Table Agreement

**Staffing Funding Enhancement for 2011-12
Education Assistants**

It is the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase the benchmark salary for Educational Assistants in the Elementary Pupil Foundation Grant in the Grants for Student Needs by 16.67% in 2011-12.

The Board shall maintain the number of paid working days for Educational Assistants at 191. Effective September 1, 2011 the number of paid working days shall be set at a minimum of 194. The Board shall utilize the portion of the above noted funding necessary to implement these additional three (3) days.

The following funds will be used towards increasing the daily hours of work per day for Educational Assistants to seven (7) hours:

1. The remaining funds from the 16.67% increase in the foregoing benchmark after increasing the paid working days to 194
2. The Special Education Per Pupil Amount (SEPPA) in the Grants for Student Needs that will be increased as follows in 2011-12
 - JK to grade 3 benchmark: \$86.55
 - Grade 4 to Grade 8 benchmark: \$66.62
 - Secondary benchmark: \$41.09
3. A new allocation in the Grant for Student Needs Pupil Foundation Grant to enhance funding for elementary supervision starts in 2008-09. Effective September 1, 2011 the Board will utilize eighty percent (80%) of the 2011-12 supervision allocation as is required to move Educational Assistants hours to seven (7) per day.

The estimated calculations that outlined the projected application of the foregoing in 2011-12 are attached.

The use of the incremental hours for Educational Assistants funded above, must include scheduled supervision of students or after school homework support. Nothing in this provision shall prevent the Board from maintaining existing homework support programs operated by volunteers.

Principals shall have the flexibility to assign these hours of work in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Educational Assistants' working conditions.

The parties agree:

- As a principle, supervision should be scheduled firstly for teachers in accordance with mandated teacher supervision time.
- When assigning supervision duties to Educational Assistants, Principals will implement schedules that are designed to facilitate and advance the goal of fair and equitable distribution among Educational Assistants to which supervision is to be assigned within their school. Supervision shall be assigned by the Principal in consultation with the Educational Assistants with consideration given to the Educational Assistant's preferences.

Any disputes arising out of the supervision schedule shall be referred to a special Labour Management meeting (late September) for review. Recommendations will be made to the Principal of the affected school.

- No employee in either CUPE Local 1480 Bargaining Unit, with the exception of Educational Assistants, shall be assigned to the general supervision of students except for extraordinary or emergency situations.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2013.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

Summer Student Staffing - Secretarial/Clerical

The parties agree that representatives designated by the Union shall participate by providing input at each stage of the hiring process for summer students.

The Union recognizes that the final selection is the sole and exclusive right of the Board.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2013.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

RE: WSIB

The parties agree the Union will be provided with a copy of all WSIB Form 7's that are filed with the WSIB, where the injured worker agrees.

The employer agrees to attach a letter from the Union to each WSIB Form 7 that is forwarded to an employee.

The parties agree that a joint committee shall be continued for the purpose of facilitating re-employment and return to work for employees who have been absent due to illness or injury covered by the Workplace Safety and Insurance Act or the LTD plan.

The committee shall be referred to as the Reinstatement Committee and all members shall have access to the information available from time to time as released by the WSIB, or the treating physician(s), and as specifically authorized by the employee seeking a return to work, as well as all information available to the Employer in respect to the availability of positions or accommodation measures.

The Employer agrees to notify an employee if it files an appeal to a decision of the Workplace Safety and Insurance Board in relation to the employee's claim.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2013.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

**CASUAL EMPLOYEES
CUPE LOCAL 1480**

- ii) Casual Employees are defined as:
- (a) Employees hired for a specific term which is to cover the absence of a regular employee,
-or-
 - (b) Employees hired to provide temporary assistance above the normal complement or to work on special projects. Such employment period shall not exceed six months unless agreed to by the Local Union. This in no way applies to Educational Assistants.
-or-
 - (c) Employees who regularly work less than a total of fifteen (15) hours per week for the Employer in a position covered by this agreement.
2. The hiring of a casual employee will not be used to circumvent job postings or the recall of a regular employee from layoff.
3. Wages for casual employees shall be in accordance with Appendix "A" of the Collective Agreement.
4. Casual employees shall not be eligible for employee benefits under Article 21 (Welfare Benefits) of the current Collective Agreement, but they shall receive a five percent (5%) payment in addition to their regular wages in lieu of such benefits. Casual employees shall not be eligible for payment covered under Article 16 (Paid Holidays), but they shall receive a three percent (3%) payment in addition to their regular wages in lieu of such benefit.
5. Casual employees shall be paid 4% of their gross earnings in lieu of vacation entitlement.
6. Casual employees shall pay Union dues, and shall be covered by Articles 1.00, 4.02, 4.04, 14.01, 14.03, 15.01, 15.04 and 23.03 of the Collective Agreement.
7. Casual employees shall not accrue seniority except as defined in paragraph 8. When selecting employees under Articles 12.03, 12.04, and 12.06 of the Collective Agreement, applications from casual employees will be considered after regular employees but prior to outside candidates.
8. When a person who has been a casual employee becomes a regular employee, seniority shall be

so dated as to give credit for the total number of days that person has worked as a casual employee.

Notwithstanding the foregoing, no employee hired after September 1, 2002 shall be credited with more than 24 months with respect to any casual work completed prior to August 31, 2002.

The probationary period for such a new regular employee shall be as stated in the Collective Agreement, Article 11.02.

9. The Union shall be notified in writing of the names and terms of employment for all casual employees.
10. Casual employees shall not be covered by any articles of the collective agreement except as provided above.
11. The Employer shall endeavour to limit the number of employees regularly working less than fifteen (15) hours per week, by offering them other work in the same or different locations to bring their total hours up to fifteen (15) or more per week.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2013.

MEMORANDUM OF AGREEMENT
between
THE LIMESTONE DISTRICT SCHOOL BOARD
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1480

RE: Educational Assistant Staffing Process

The parties agree that the following procedures will be used for the Transfer/Placement of Educational Assistants.

Transfer Placement Process

A Transfer/Placement meeting will be held in June and will include the placement of Educational Assistants who:

- a) have been declared surplus or reduced in hours;
- b) wish to transfer to a vacant position

This staffing process will be facilitated by the Joint EA Staffing Committee based on submitted Transfer/Placement forms. The Transfer/Placement meeting will be completed at a time in June to ensure that EAs are able to attend their new school on the final PD day of the year.

Prior to the submission of the Master EA Template, School Administrators will offer an opportunity for Educational Assistants to collaborate and be consulted with, to provide input into their school's tentative organization for Educational Assistant support.

Placement Procedure

- a) All permanent Educational Assistants must complete an EA Preference Form. Those wishing to transfer or who have been declared surplus, must also complete the EA Transfer/Placement Form.
- b) Prior to the Transfer/Placement Meeting, a list will be drawn up for the Joint EA Staffing Committee, showing the current assignment of each Educational Assistant as of June of the current school year.
- c) A list of all available positions for the subsequent school year, as approved by the Board, will be prepared.
- d) Each Educational Assistant, except those on permanent layoff, will receive information with respect to the available positions identified for the subsequent school year, at least one (1) week prior to the Transfer/Placement Meeting.
- e) The assignment of Educational Assistants on the position listings is based on the following criteria:

1. Where an Educational Assistant is employed in a position in June, and is not declared surplus to the school, the Educational Assistant will be placed by School Administration within the school. It is understood that School Administration will consult with EAs within their school as to the EA preferences for assignment for the upcoming school year and will give consideration to seniority and these preferences prior to the assignment of the EA.
2. Prior to the Transfer/Placement Meeting, and prior to the submission of the EA Transfer/Placement Form, Principals will share tentative assignments with their current EAs. Principals will submit the tentative assignments to the EA Staffing Committee prior to the Transfer/Placement Meeting.
3. Should an EA wish to change their assignment for the upcoming school year, they will have the option to transfer to an open position and be placed by the Joint EA Staffing Committee based on their preferences as indicated on their Transfer/Placement Form.
4. In situations where a school's allocation has been reduced, the least senior Educational Assistant(s) will be declared surplus from the school by the Staffing Committee.

Notwithstanding the above, where a more senior EA(s) at the school has declared their intent to transfer, it is understood that the EA(s) declared surplus from the school, may maintain placement at the school, at the discretion of the Joint EA Staffing Committee.

- f) All positions will be listed by school and include a description of the position.
- g) The names of all Educational Assistants who have been declared surplus will be placed on a list in order of seniority. Educational Assistants on this list will be placed into a vacant position based on their preferences on the EA Transfer/Placement Form in order of seniority.
- h) After all Educational Assistants have been placed, the remaining unfilled positions to a maximum of 10 F.T.E. will form a Pool. These Pool Positions will be filled by casual Educational Assistants. If there are greater than 10 F.T.E. positions remaining at the end of the Transfer/Placement Meeting, these positions will be filled by hiring permanent staff. The posting and filling of permanent EAs for the FTE positions above the 10 pool positions will be completed prior to the start of the school year. The Joint EA Staffing Committee will determine the list of pool positions.
- i) In a year where layoffs are necessary, positions that become available after the Transfer/Placement Meeting will be filled by Educational Assistants on recall until all are placed, if possible. After all Educational Assistants currently on layoff are given the opportunity to be recalled, all positions remaining will be filled in

accordance with (h) above. Any additional positions remaining may be advertised externally.

- j) EAs who wish to apply for a transfer may do so without giving up their current position. Transfer requests will be considered in order of seniority and based on information provided on the Transfer/Placement Form. If a transfer does not occur, the EA will remain in their current position.
- k) At the end of the staffing process, EAs will receive an email notifying them that the EA Staffing Process is complete.

The Employer will notify all EAs of their assignment by end of the following work day.

Intensive Support Positions (Y Positions):

Each year there are some positions that require intensive support and specialized training. These positions are not limited to, but often involve protective equipment, regular restraint, and frequent aggressive behaviour. The parties agree that each year, Educational Services Staff will meet with CUPE representatives to identify which positions will be identified as intensive support so that Educational Assistants will be able to make informed choices on the EA Transfer/Placement Form.

Exceptional Positions (X Positions):

The Board shall on an annual basis, identify up to a maximum of thirty (30) Educational Assistant positions requiring extreme intensive support (Exceptional Positions) for the purposes of ensuring student/ Educational Assistant continuity. These positions are not limited to, but often involve some delegated medical procedures. These positions must be agreed to by the Union.

Incumbents working in these positions:

- (a) Must commit to placement in the position for the entire school year.
- (b) Cannot be displaced during the school year unless affected by layoff.

Exceptional Positions (identified above) will not be included in the Pool Position Listing for the purposes of placing redundant Educational Assistants during the school year, unless there are no other pool positions available.

The above positions will be available at the annual Placement/Transfer Meeting in June.

French Programming

Educational Assistants who are assigned to French programming positions, whether full or part-time, shall commit to remain working in the French program as long as system needs require, as determined by the Board.

September Transfer Meeting Process

In September, an Educational Assistant Transfer meeting will occur. This meeting involves the placement of Educational Assistants desiring a transfer.

At the start of the meeting, Educational Assistants who wish to transfer will be given the opportunity to select a position. A list of the vacant positions will be sent out to all permanent Educational Assistants at least one week prior to the Transfer Meeting.

Educational Assistants who are interested in transferring to an available position must attend the September Transfer Meeting and declare their intention to transfer prior to a date determined by the staffing committee. Upon making this declaration, the individual's current position will be placed on the Available Positions List. All positions available as a result of this process will be emailed to those EA's who have declared their intent to transfer before the placement meeting.

Beginning with the most senior Educational Assistant present at the meeting, individuals will have an opportunity to select a position from the Available Positions List. The Transfer meeting then continues as per regular placement guidelines.

After the September transfer meeting, new positions created between September and the day immediately after the March Break will be posted internally as per the Collective Agreement. Any new positions created or available after the end of day immediately after the March Break will not be posted but will be filled with a casual Educational Assistant until the June Transfer/Placement meeting. Postings may be waived, from time to time, as agreed by the Joint Staffing Committee.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2013.

MEMORANDUM OF AGREEMENT
between
THE LIMESTONE DISTRICT SCHOOL BOARD
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1480

RE: CLERICAL COMPUTER TRAINING

This letter hereby confirms the Board's commitment to provide various computer training programs as determined by the Board from time to time for those Employees interested. Training sessions will be advertised throughout the system so that interested employees will be aware of the training sessions being offered.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2013.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

RE: INVASIVE AND MEDICAL PROCEDURES

The parties agree to the following monthly allowance (September to June only) for the performance of invasive and medical procedures:

\$86.98/month

The list of procedures is as follows:

- gastrostomy tube feeds (G-tube)
- catheterization (including mitrofanoff procedure)
- cecostomy tube monitoring (C-tube)
- glucometer reading / insulin pump protocol
- medication administration via G-tube and nebulizers
- shallow suctioning
- postual drainage
- defibrillator
- rectal suppository
- ostomy change
- percussion
- Vagus Nerve Stimulation (VNS)
- emergency seizure medication protocol

It is understood that the invasive and medical procedures listed above must be completed at least eight (8) times per month. It is also understood that no employee will receive more than a total of the amounts noted above per month for invasive and medical procedures.

The parties agree that this memorandum fully replaces the prior memorandum involving catheterization.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2013.

**LETTER OF UNDERSTANDING
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

RE: Job Descriptions and Pay Equity Analysis

The Limestone District School Board commits to:

1. A departmental review and updating (as necessary) of all job descriptions of current jobs within each CUPE Local 1480 Bargaining Unit;
2. Providing CUPE Local 1480 with updated job descriptions and a completed Pay Equity Analysis for 2021 that contains band placement, total points, male comparators and adjustments, if any.
3. The parties reserve the right to engage their respective Job Evaluation expert to resolve differences related to job ratings.
4. The Board shall complete this process by August 31, 2023.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2021.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

RE: Professional Development and Training Reimbursement Fund

The parties agree that at the signing of this agreement, there is approximately \$8,800 remaining in the Professional Development and Training Reimbursement Fund for CUPE members. Reimbursements will be dispersed to CUPE members in accordance with the PDT-PD Committee Guidelines until all remaining funds are depleted in full.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2013.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

RE: ITS Staff

The Employer will provide professional development from time to time as necessary to maintain/upgrade required skills for ITS positions.

The parties recognize that change to the Information Technology environment is both continual and inevitable. As such, it is understood that the Employer will periodically review all contents of the Job Description to ensure relevancy and congruency with current Limestone District School Board ITS service and qualification requirements. All proposed changes will be discussed with the Union prior to their implementation.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2013.

**LETTER OF UNDERSTANDING
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD**

(the Board)

**AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1480**

(the Union)

RE: Withholding Taxes on Special Payments

The Union has expressed members' concerns over having too much tax deducted on pays that include special payments such as vacation payouts, overtime payouts and retroactive payments for wage increases. Many employees cannot afford to wait until the following year's tax return deadline to be reimbursed for excess taxes that are withheld from their pay during the year. The Employer commits to making its best efforts to ensure that no more tax is withheld from their pay during the year. The Employer commits to making its best efforts to ensure that no more tax is withheld from employees than is legally required. Both parties acknowledge that there are legal obligations to the Canada Revenue Agency that the Employer must meet and that the Board's payroll system may have limitations on what it can do. The parties agree to revisit this issue at labour-management meetings until it is resolved to both parties' satisfaction.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2024.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

Retirement Planning and the Long-Term Disability Plan

At the written request of the employee, no payments are due from the employee or the Employer in respect of LTD premiums on behalf of employees for the seventeen (17) week period prior to the employee's normal retirement age or formally confirmed early retirement date. The written request from the employee to take advantage of this option must be submitted to the Employer at least one (1) month prior to the final seventeen (17) week period before retirement. Employees choosing to take advantage of this Article must sign a waiver as provided by the Employer.

It is understood that an employee who has formally committed in writing to retirement and is taking advantage of this Article cannot later rescind or alter their originally stated date of retirement.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2013.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

Clerical/Secretarial Staff Review Committee

During this round of Collective Bargaining the parties reviewed the current secretarial staffing allocations in both secondary and elementary schools;

As a result, the parties agree that a joint Union/Management Office Staff Review Committee will be struck immediately upon ratification of this agreement. The Joint Committee shall have equal representation from both the Union and the Board representing both the elementary and secondary panels. The Board and the Union shall each appoint their own representatives. This committee shall review staffing allocations considering workload and the Education Funding Formula: Funds for School Office Staff and provide input and recommendations into Secretarial/Office Clerical staffing for consideration by the Superintendent of Human Resources.

It is understood that the parties will meet on an as needed basis.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2013.

MEMORANDUM OF AGREEMENT
between
THE LIMESTONE DISTRICT SCHOOL BOARD
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1480

The parties agree that the following process will be used for the staffing of all Early Childhood Educator (ECE) positions within the Board.

EARLY CHILDHOOD EDUCATOR STAFFING PROCESS

1.0 COMPOSITION OF ECE STAFFING SUB-COMMITTEE

1.1 The ECE Staffing Sub-Committee will be selected by the Board and will consist of the following representatives:

- i. Staffing Specialist for ECE's
- ii. Superintendent of Human Resources and/or designate
- iii. One Elementary Principal
- iv. President or Designate of CUPE Local 1480
- v. Vice President of Collective Agreement that covers the ECE staff
- vi. One ECE Representative

1.2 The ECE Sub-Committee will be responsible for staffing ECEs into elementary schools in accordance with this process and the Collective Agreement.

2.0 DEFINITIONS

Surplus ECE shall mean an ECE for whom no position will be available within the school in which that ECE is presently working.

Redundant ECE shall mean an ECE for whom no ECE position is available within the jurisdiction of the Board.

3.0 STAFFING PROCESS

3.1 The ECE Staffing Sub-Committee is committed to working collaboratively and co-operatively to ensure the staffing process outlined below is effective in meeting the needs of ECE's, schools and students.

3.2 The process consists of the following components:

- Projected Staffing
- Leaves of Absence

- Allocation of Staff
- Declaration of Transfer/Surplus/Redundancy and Placement Process
- Options for a Redundant ECE as of the Start of School in September
- Human Resources – Staffing Analysis and Declarations
- Transfer Process
- Declaration of Vacancies
- School Assignments
- Superintendent-Facilitated Transfers
- September Staffing Adjustments

4.0 PROJECTED STAFFING

- 4.1 By no later than March 30, the Planning Officer will endeavour to confirm with the Principals all projected enrolments for each elementary school in the system. The Superintendent of Human Resources or designate will endeavor to confirm with the Principal each school's ECE allocation based on the number of Early Learning Kindergarten classes expected prior to the middle of May.
- 4.2 Staff approved for self-funded leaves and other leaves of absence as well as confirmed retirements/resignations will be identified.

5.0 LEAVES OF ABSENCE

- 5.1 The Superintendent of Human Resources will be notified in writing no later than April 1 of the intentions for the following school year of any ECE currently on a leave of absence.
- 5.2 ECE's requesting leaves of absence shall submit their requests in writing to the Superintendent of Human Resources no later than April 1. Confirmation of the leave decision will be forwarded to the ECE and Principal concerned.
- 5.3 ECE's who receive approval for a leave of absence of at least one year in length will return as a system responsibility except for ECEs on a one year self-funded leave or pregnancy/parental leave who will return to their original school.

6.0 ALLOCATION OF STAFF

- 6.1 The number of Early Learning Kindergarten classes will be based on the provincial funding formula and the school organizations as identified on the Form A.
- 6.2 All Principals in the district will submit Data Form A (Appendix A) outlining their proposed organization/needs based on their projected enrolment. The Elementary Staffing Committee will review all proposed school organizations.

6.3 The projected number of ECE's will be based on the data provided in 4.1 and 4.2 as well as the number of before and after school programs expected to run.

6.4 The Superintendent of Human Resources will determine the number of ECE's to be staffed by the staffing sub-committee. It is understood that staffing regulations and/or directives by the Ministry with respect to class size will be adhered to by the parties.

7.0 DECLARATION OF TRANSFER/SURPLUS/REDUNDANCY AND PLACEMENT PROCESS

7.1 Those ECEs identified as surplus to the school shall be those ECEs with the least seniority.

Based on the information as provided in 4.0, the Superintendent of Human Resources, or designate, will determine ECE's who will be declared surplus to schools and those redundant to the system.

The Superintendent of Human Resources, or designate, will provide the list of those ECE's surplus to schools and/or redundant to the system to the ECE Staffing Sub-Committee by June 15th.

Those ECEs identified as redundant to the system shall be the ECEs with the least seniority in the district.

The Superintendent of Human Resources or designate will notify those ECE's who are declared surplus to their school and will provide notification to those who are redundant to the system. These notifications will be given on or before June 15th each year.

7.2 In May, a list of all known open positions and ECE's returning from leave of absence or surplus from their school will be established.

7.3 The surplus/redundancy list will be active until all surplus and or redundant ECE's have been placed for a period of up to two years.

7.4 All ECEs who wish to transfer, are declared surplus or are returning from leave of absence may offer suggestions as to their preferences for placement. ECE's will be required to complete and submit a Transfer/ Surplus/Returning from Leave Placement Data Form (Appendix B).

7.5 It is the responsibility of staff on leave, who wish to extend their leave, to make this request in writing to the Superintendent of Human Resources by April 1 of the year in which the leave is to be extended.

7.6 ECE's will then be placed by order of seniority. Their preferences will be taken into consideration, if possible.

- 7.7 After all ECEs who wish to transfer, are surplus or are returning from leave ECE's are placed, any remaining open positions will be declared "vacant" and will be posted to the system in accordance with Article 12 of the Collective Agreement.
- 7.8 Should an ECE vacancy occur in the school where an ECE is declared surplus, that surplus ECE has the right to return to the original school provided that notice of intent to return is given to the Superintendent of Human Resources within thirty (30) days of being declared surplus. The return must occur within the first two (2) weeks of the school year.
- 7.9 Any positions that become available after the final P.A. day in June up to and including the middle of August will be posted to internal permanent ECEs only in one posting on the Monday, three weeks before the start of school. Jobs will be posted for 5 days on the web.

Positions remaining unfilled at the end of the process will be filled by placement from the surplus redundancy list in order of seniority. Every effort will be made to place ECE's back into their original position if available.

Open positions that remain and are not filled will be declared "vacant" and will be posted to the system in accordance with Article 12 of the Collective Agreement.

- 7.10 If by August 31, all surplus or redundant ECE's have not been placed then Article 8.0 Options for redundant ECE's will be in effect.

8.0 OPTIONS FOR A REDUNDANT ECE AS OF THE START OF SCHOOL IN SEPTEMBER

- 8.1 A redundant permanent ECE shall have the following options:

8.1.1 To resign and receive a severance as per ESA.

8.1.2 To take a leave of absence during which the ECE will be placed on the list of casual ECEs at the first available opportunity.

8.1.3 To take a leave of absence for one year, after which the ECE may resign and be paid a severance allowance as in 8.1.1 above.

NOTE: An ECE who chooses to take a leave of absence shall be given an opportunity to ask for and be placed in any available position provided that ECE indicates in writing to the Superintendent of Human Resources that they intend to be available during that academic year.

- 8.1.4 Attend the annual Educational Assistant EA Placement Meeting and transfer into an EA position in order of seniority.

If the ECE opts to attend the annual EA Placement Meeting and is successful in obtaining a permanent EA position, they will be considered as the successful applicant for that EA

position and their permanent classification will be EA. It is understood that by obtaining a permanent EA position the individual will relinquish their placement rights to an ECE position in the future.

8.1.5 Work in an EA pool position.

8.1.6 All such options are subject to the Board's receiving written notification from each redundant ECE as to the option selected. Such notice is to be received by the Board prior to September 1 in the calendar year in which he or she is declared redundant.

8.1.7 An ECE on the redundancy list shall be permitted up to two (2) offers of recall to an ECE position but shall be permitted only one refusal of recall. An ECE on the redundancy list who has refused a first offer of recall which the ECE is qualified and later refuses to accept a second subsequent offer of recall for which the ECE is qualified, must select one of the following:

- 1) request a one (1) year leave of absence from the Board or,
- 2) resign their employment from the Board

8.1.8 No new ECE is to be hired into the system until all ECEs' named on the surplus/redundancy list have been dealt with under the terms of this agreement.

9.0 HUMAN RESOURCES – STAFFING ANALYSIS & DECLARATIONS

9.1 The Superintendent of Human Resources, based on enrollment projections and historical data, will decide if there are sufficient positions to accommodate ECEs who are permanent and identified as surplus to schools or returning from an extended leave of absence.

9.2 If sufficient enrollment is projected then no redundancy of staff would be declared. This decision will be at the discretion of the Superintendent of HR.

9.3 If there are insufficient positions, the Superintendent of Human Resources may:

Notify a specified number ECEs' in order of reverse seniority that they have been declared redundant to the needs of the system.

Bump ECEs who were not already declared surplus from their positions in order of reverse seniority until all permanent ECEs who are more senior have been placed.

Place surplus/redundant ECEs in order of seniority as soon as positions become available.

10.0 TRANSFERS & EXCHANGES PROCESS

10.1 TRANSFERS

ECE's will have the opportunity to request a transfer to another site(s) by filling out a request for transfer form and submitting it to the Staffing Specialist by April 1. A Voluntary Transfer list will be created for consideration by the ECE Staffing Committee

during placement meetings prior to the end of June each year. These requests will be considered by the ECE staffing committee in order of seniority.

10.2 VOLUNTARY EXCHANGES

Requests for in-district voluntary exchanges will be considered and encouraged throughout the staffing process. ECEs, Principals, the appropriate Superintendent(s), and the Manager of Human Resources must approve the exchange before it is finalized. Upon approval, the CUPE Local President shall be informed of all exchanges.

All new requests for voluntary exchanges should be received and approved in writing by all parties prior to April 1st. Notwithstanding the above, as a result of September Reorganization, exchanges may be considered on a case-by-case basis.

For existing exchanges, the parties involved must notify their Principal that they wish to terminate the exchange or submit the request to make the exchange permanent or extend the exchange for a second year by March 30th. Upon approval, the CUPE Local President shall be informed of all exchanges.

11.0 DECLARATION OF VACANCIES

11.1 Vacancies will be declared by the Superintendent of Human Resources after the ECE staffing Committee has met to place surplus or redundant ECE's and considered the Voluntary Transfer requests.

12.0 SCHOOL ASSIGNMENTS

12.1 It is understood that the ECE positions are based on the school in which the position exists.

12.2 It is also understood that within the school the Principal has the management right to assign ECEs to specific classrooms/partnerships.

French Programming

12.3 Employees hired prior to January 1, 2016 assigned as ECEs to French programming positions, whether full or part-time, shall be committed to remain working in the French program for a minimum of three (3) years.

Employees hired after January 1, 2016 assigned as ECEs to French programming positions, whether full or part-time, shall be committed to remain working in the French program as long as system needs require, as determined by the Board.

13.0 SUPERINTENDENT-FACILITATED TRANSFERS

13.1 It is understood by the parties that Superintendent-Facilitated Transfers of ECEs may take place as required by the Superintendent of Human Resources.

13.2 Postings, ECE-initiated transfers and the surplus processes facilitated through the ECE Staffing SUB-Committee will continue to be the dominant avenues for ECE mobility throughout the Limestone District School Board.

13.3 Characteristics & Process of Superintendent-Facilitated Transfers
Superintendent-Facilitated Transfers:

- May be facilitated to promote renewal for ECE's and schools
- Are neither disciplinary nor punitive
- Are not linked to the ECE Performance Appraisal process
- Will be decided based on the specific circumstances of each situation
- Will mainly take place during the regular staffing process, but may occur at any time.
- Will be decided by the Superintendent of Human Resources, following consultation with the current and receiving principals, the area supervisor and the leadership of local CUPE 1480.
- May be requested for consideration by an ECE, a principal, the local president of CUPE Local 1480, an area supervisor, or the Superintendent of Human Resources

13.3.1 ECE placement decisions will be communicated directly to all parties involved by the Superintendent of Human Resources. It is understood however, the ECE to be transferred may be informed by the Superintendent of Human Resources, by the ECE's current principal or by the president of CUPE Local 1480.

14.0 SEPTEMBER STAFFING ADJUSTMENTS

14.1 The ECE Staffing SUB-Committee will meet in early September following the elementary staffing committee approving school organizations.

14.2 The number of ECEs required for the system in order to adhere to the Education Act, as amended, shall be identified and reviewed by the ECE Staffing SUB-Committee.

14.3 Surplus or staff needs will be identified. A list of vacancies will be developed and names added to the current surplus list if required. The committee will place surplus ECEs in order of seniority to vacancies.

- 14.4 ECEs reassigned as a result of September reorganizations will begin assignments no later than the third Monday in September.
- 14.5 Open positions remaining after the placement of surplus ECEs shall be made available to all ECEs in an expedited posting meeting. Open positions that remain and are not filled will be declared “vacant” and will be posted to the system in accordance with Article 12 of the Collective Agreement.
- 14.6 ECEs moving to new assignments as a result of the September Staffing Adjustments shall receive 0.5 day of Occasional ECE coverage to facilitate the move.
- 14.7 If vacancies are not sufficient to accommodate all surplus staff, the ECE(s) will be designated redundant to the system and “Options for a redundant ECE” within Article 8 shall apply.

This will confirm the agreement reached between the parties in respect to the placement of Early Childhood Educators.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2015.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

ECE Related Experience

Qualified employees hired into the Early Childhood Educator classification will receive related experience ratings based on their acquired related experiences with the board or with previous employers in accordance with the following:

Related work experience for newly hired ECE's will be assessed by the Board for work completed in an educational institution or a certified licensed daycare facility. It is understood that all decisions with respect to experience rely solely and entirely with the Board.

Related work experience shall be assessed and granted by the Board on a ratio of 2:1. It is understood that two (2) years of approved related experience will equal one (1) year of experience on the ECE salary grid to a total maximum of three (3) years.

It is also understood that ECE experience in an Ontario Early Learning Program (ELP) will be deemed direct (actual) experience for placement on the grid. It is understood that one (1) year of approved direct experience in an Ontario Ministry of Education funded ELP will equal one (1) year of experience on the ECE salary grid up to and including the maximum grid step.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2013.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

ECE Supervision

Early Childhood Educators shall be assigned to supervise students at various times including noon hour and recess yard duty.

The parties agree:

- As a principle, supervision should be scheduled firstly for teachers in accordance with mandatory supervision time;
- When assigning supervision duties to Early Childhood Educators, Principals will implement schedules that are designed to facilitate and advance the goal of fair and equitable distribution among Early Childhood Educators to which supervision is to be assigned within their school. Supervision shall be assigned by the Principal in consultation with the ECEs with consideration given to the ECEs preferences.

Any disputes arising out of the supervision schedule shall be referred to a special Labour Management meeting (late September) for review. Recommendations will be made to the Principal of the affected school.

- No employee in either CUPE Local 1480 Bargaining Unit with the exception of Educational Assistants (as outlined in the Collective Agreement) and Early Childhood Educators, shall be assigned to the general supervision of students except for extraordinary or emergency situations.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2013.

**LETTER OF UNDERSTANDING
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD**

(the Board)

**AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1480**

(the Union)

RE: Casual Employee Union Dues Initiation Fee

The parties hereby agree to the following as it pertains to the collection of Union Initiation Fees as per Article L4.02 for Casual Employees of the Bargaining Unit:

If a new payroll system is introduced during the term of the Collective Agreement which enables tracking of initiation fees paid by casual members, the employer agrees to collect said union initiation fee and forward to the CUPE Local 1480 Secretary – Treasurer.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2024.

IN WITNESS whereof The Limestone District School Board has hereunto affixed its corporation seal, attested by its proper officers in that behalf:

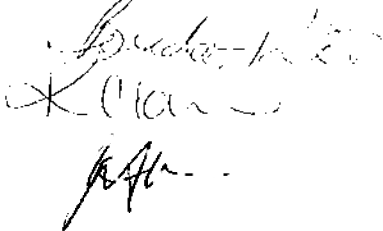
LIMESTONE DISTRICT SCHOOL BOARD



Signed the 18 day of September, 2024.

IN WITNESS whereof the CANADIAN UNION OF PUBLIC EMPLOYEES has executed this Agreement attested by the authorized representatives of the CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480 Bargaining Unit, representing those employees employed by The Limestone District School Board:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480



Signed the 12 day of Sept., 2024.

**CUPE Local 1480 Schedule "A" - Yellow Book
September 1, 2021 to September 1, 2025 Grids**

Classification	Grid Step	Grid Name & Step	2021-22 Original Rate	Grid Effective September 1, 2021 (2021-22 Grid)	Grid Effective September 1, 2022 (2022-23 Grid)	Grid Effective September 1, 2023 (2023-24 Grid)	Grid Effective September 1, 2024 (2024-25 Grid)	Grid Effective September 1, 2025 (2025-26 Grid)
Data Base Administrator M365 Developer	START	Q1	36.72	38.27	39.27	40.27	41.27	42.27
	6 MONTHS	Q2	39.20	40.88	41.88	42.88	43.88	44.88
	1 YEAR	Q3	41.67	43.45	44.45	45.45	46.45	47.45
			-	-	-	-	-	-
Early Childhood Educator (Historic Position -FCBE)	START	A1	34.79	36.27	37.27	38.27	39.27	40.27
	1 YEAR	A2	36.38	37.93	38.93	39.93	40.93	41.93
	2 YEAR	A3	37.96	39.57	40.57	41.57	42.57	43.57
	MAXIMUM	A4	39.46	41.14	42.14	43.14	44.14	45.14
			-	-	-	-	-	-
Program Manager - Outdoor Ed	START	S1	32.60	33.98	34.98	35.98	36.98	37.98
	1 YEAR	S2	34.02	35.47	36.47	37.47	38.47	39.47
	2 YEAR	S3	35.52	37.03	38.03	39.03	40.03	41.03
	MAXIMUM	S4	36.92	38.49	39.49	40.49	41.49	42.49
			-	-	-	-	-	-
Transition Planning Coordinator Interpreter	START	T1	31.33	32.66	33.66	34.66	35.66	36.66
	1 YEAR	T2	32.68	34.07	35.07	36.07	37.07	38.07
	2 YEAR	T3	34.03	35.48	36.48	37.48	38.48	39.48
	MAXIMUM	T4	35.42	36.92	37.92	38.92	39.92	40.92
			-	-	-	-	-	-
Facilitator Tech. Programs, Project Sys. Support Analyst., Prog/Liaison Technician- Software Support, Network Specialist- Procurement, Accounting, Payroll, Corporate Application	START	U1	31.35	32.68	33.68	34.68	35.68	36.68
	6 MONTH	U2	32.00	33.36	34.36	35.36	36.36	37.36
	1 YEAR	U3	32.98	34.38	35.38	36.38	37.38	38.38
			-	-	-	-	-	-
Communicative Disorder Assistant	START	V1	27.44	28.60	29.60	30.60	31.60	32.60
	6 MONTH	V2	28.46	29.66	30.66	31.66	32.66	33.66
	1 YEAR	V3	29.42	30.67	31.67	32.67	33.67	34.67
			-	-	-	-	-	-
ECE	START	AO0	23.27	24.26	25.26	26.26	27.26	28.26
	1 YEAR	AO1	23.54	24.55	25.55	26.55	27.55	28.55
	2 YEAR	AO2	25.22	26.30	27.30	28.30	29.30	30.30
	3 YEAR	AO3	26.90	28.04	29.04	30.04	31.04	32.04
	MAXIMUM	AO4	28.58	29.80	30.80	31.80	32.80	33.80
			-	-	-	-	-	-
Senior Printer	START	W1	26.11	27.21	28.21	29.21	30.21	31.21
	6 MONTH	W2	27.02	28.18	29.18	30.18	31.18	32.18
	1 YEAR	W3	27.92	29.10	30.10	31.10	32.10	33.10
			-	-	-	-	-	-
Intervenor	START	X1	24.97	26.03	27.03	28.03	29.03	30.03
	1 YEAR	X2	25.94	27.05	28.05	29.05	30.05	31.05
	2 YEAR	X3	26.95	28.11	29.11	30.11	31.11	32.11
	MAXIMUM	X4	27.92	29.10	30.10	31.10	32.10	33.10
			-	-	-	-	-	-
Learning Technology Technician (formerly ITS Technician) Service Desk Technician Student Information System Support Analyst	START	AA1	27.27	28.43	29.43	30.43	31.43	32.43
	6 MONTH	AA2	27.60	28.78	29.78	30.78	31.78	32.78
	1 YEAR	AA3	27.88	29.06	30.06	31.06	32.06	33.06
			-	-	-	-	-	-
Office Manager Cashless Schools Coordinator Educational Services Technician A.V. Technician, Senior Technician - ITS Transportation Route Planner	START	AB1	25.32	26.39	27.39	28.39	29.39	30.39
	6 MONTH	AB2	25.94	27.05	28.05	29.05	30.05	31.05
	1 YEAR	AB3	26.92	28.07	29.07	30.07	31.07	32.07
				-	-	-	-	-
Secretary to Manager of Facility Services	START	AC1	25.09	26.16	27.16	28.16	29.16	30.16
	6 MONTH	AC2	25.99	27.10	28.10	29.10	30.10	31.10
	1 YEAR	AC3	26.87	28.01	29.01	30.01	31.01	32.01
			-	-	-	-	-	-
Senior Payroll Clerk Senior Accounting Clerk Buyer	START	AD1	24.50	25.54	26.54	27.54	28.54	29.54
	6 MONTH	AD2	25.18	26.26	27.26	28.26	29.26	30.26
	1 YEAR	AD3	26.19	27.30	28.30	29.30	30.30	31.30

Classification	Grid Step	Grid Name & Step	2021-22 Original Rate	Grid Effective September 1, 2021 (2021-22 Grid)	Grid Effective September 1, 2022 (2022-23 Grid)	Grid Effective September 1, 2023 (2023-24 Grid)	Grid Effective September 1, 2024 (2024-25 Grid)	Grid Effective September 1, 2025 (2025-26 Grid)
Office Administrator	START	AF1	24.13	25.16	26.16	27.16	28.16	29.16
	6 MONTH	AF2	24.76	25.81	26.81	27.81	28.81	29.81
	1 YEAR	AF3	25.73	26.83	27.83	28.83	29.83	30.83
			-	-	-	-	-	-
Communicative Disorders Assistant	START	J1	24.16	25.19	26.19	27.19	28.19	29.19
			-	-	-	-	-	-
District Autism Intervention Assistant	6 MONTH	J2	25.01	26.06	27.06	28.06	29.06	30.06
District Behaviour Intervention Assistant	1 YEAR	J3	25.31	26.38	27.38	28.38	29.38	30.38
			-	-	-	-	-	-
Stores Manager	START	Y1	23.41	24.40	25.40	26.40	27.40	28.40
Senior Computer Operator	6 MONTH	Y2	24.09	25.12	26.12	27.12	28.12	29.12
	1 YEAR	Y3	25.04	26.10	27.10	28.10	29.10	30.10
			-	-	-	-	-	-
Secretary - Educational Services			-	-	-	-	-	-
Secretary - School to Community Services			-	-	-	-	-	-
Library Technician			-	-	-	-	-	-
Audio Visual Aide			-	-	-	-	-	-
Payroll Clerk			-	-	-	-	-	-
Accounting Clerk			-	-	-	-	-	-
Benefits Clerk			-	-	-	-	-	-
Secretary - Auxiliary Services			-	-	-	-	-	-
Secretary - Computer Services			-	-	-	-	-	-
Secretary - Continuing Education			-	-	-	-	-	-
Clerk - Program Budgets			-	-	-	-	-	-
Computer Technology Assistant	START	AG1	22.74	23.71	24.71	25.71	26.71	27.71
Control Centre Clerk	6 MONTH	AG2	23.34	24.33	25.33	26.33	27.33	28.33
	1 YEAR	AG3	24.32	25.35	26.35	27.35	28.35	29.35
			-	-	-	-	-	-
Educational Assistants II	START	AH1	23.27	24.26	25.26	26.26	27.26	28.26
Early Literacy Development Instructors	1 YEAR	AH2	24.11	25.14	26.14	27.14	28.14	29.14
Indigenous Education Support Worker			-	-	-	-	-	-
			-	-	-	-	-	-
Senior Clerk - Continuing Education			-	-	-	-	-	-
Senior Clerk - Secondary School			-	-	-	-	-	-
Secretary - Purchasing	START	AI1	22.13	23.07	24.07	25.07	26.07	27.07
	6 MONTH	AI2	22.76	23.73	24.73	25.73	26.73	27.73
Computer Operator	1 YEAR	AI3	23.70	24.71	25.71	26.71	27.71	28.71
Clerk - Operations Administration			-	-	-	-	-	-
			-	-	-	-	-	-
Educational Assistant I	START	AL1	22.37	23.32	24.32	25.32	26.32	27.32
	1 YEAR	AL2	23.19	24.16	25.16	26.16	27.16	28.16
			-	-	-	-	-	-
Clerk - Auxiliary Services			-	-	-	-	-	-
Assistant Office Administrator			-	-	-	-	-	-
Itinerant Assistant Office Administrator			-	-	-	-	-	-
Junior Clerk - Auxiliary Services			-	-	-	-	-	-
Receptionist - Board Office	START	AJ1	21.31	22.21	23.21	24.21	25.21	26.21
Junior Clerk - Secondary School	6 MONTH	AJ2	21.96	22.89	23.89	24.89	25.89	26.89
	1 YEAR	AJ3	22.94	23.92	24.92	25.92	26.92	27.92
			-	-	-	-	-	-
Outdoor Education Coordinator	START	D1	21.92	22.86	23.86	24.86	25.86	26.86
	6 MONTH	D2	22.52	23.48	24.48	25.48	26.48	27.48
	1 YEAR	D3	23.12	24.10	25.10	26.10	27.10	28.10
			-	-	-	-	-	-
General Duties Clerk	START	AK1	20.52	21.39	22.39	23.39	24.39	25.39
File Clerk	6 MONTH	AK2	21.16	22.06	23.06	24.06	25.06	26.06
	1 YEAR	AK3	22.13	23.07	24.07	25.07	26.07	27.07
			-	-	-	-	-	-
<i>Allowances</i>			-	-	-	-	-	-
Invasive Procedure Allowance per month		INVAM0	91.42	95.30	95.30	95.30	95.30	95.30
Shift Premium		SHIFT	0.97	1.02	1.02	1.02	1.02	1.02