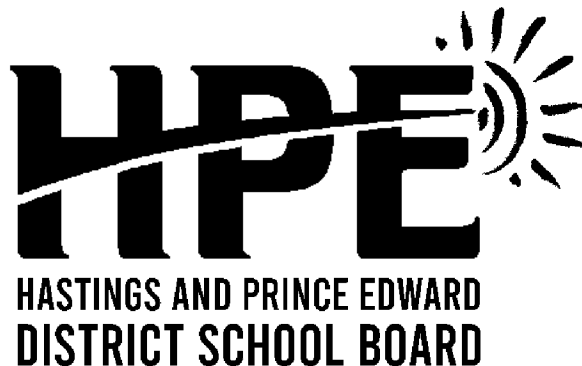


# **COLLECTIVE AGREEMENT**

**Between**

**HASTINGS AND PRINCE EDWARD  
DISTRICT SCHOOL BOARD**



**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1022**



**COMPLETE - CENTRAL AND LOCAL**

**SEPTEMBER 1, 2022 to AUGUST 31, 2026**

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# CUPE – PART A: CENTRAL TERMS

## C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

### C1.1 Separate Central and Local Terms

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

### C1.2 Implementation

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

### C1.3 Parties

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

### C1.4 Single Collective Agreement

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

## C2.00 DEFINITIONS

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

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

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

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

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

### **C3.00 LENGTH OF TERM/NOTICE TO BARGAIN**

#### **C3.1 Term of Agreement**

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

#### **C3.2 Term of Letters of Agreement/Understanding**

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

#### **C3.3 Amendment of Terms**

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

#### **C3.4 Notice to Bargain**

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

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

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

### **C4.00 CENTRAL DISPUTE RESOLUTION PROCESS**

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

#### **C4.1 Statement of Purpose**

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

#### **C4.2 Parties to the Process**

- a. There shall be established a Central Dispute Resolution Committee ("The Committee"), which shall be composed of equal representation of up to four (4)

representatives each of the employer bargaining agency and employee bargaining agency (“the central parties”), and up to three representatives of the Crown. The Committee will be co-chaired by a representative from each bargaining agency. All correspondence to the committee will be sent to both co-chairs.

- b. The Central Parties and the Crown will provide a written list of representatives appointed to the Committee with contact information every September. Any changes in representation will be confirmed in writing.
- c. A local party shall not be party to the CDRP, or to the Committee, except to the extent its interests are represented by its respective central party on the Committee.
- d. For the purposes of this section, “central party” means an employer bargaining agency or employee bargaining agency, and “local party” means an employer or trade union party to a local collective agreement.

#### **C4.3 Meetings of the Committee**

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 Mediation**

- 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 workday and the first regularly scheduled work day of the following year for unrelated reasons, the allocation outlined above will be provided on the first day of the fiscal year, provided the employee submits medical documentation to support the absence, in accordance with paragraph (h).

#### **Employees on Long-Term Supply Assignments**

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

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

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

#### **e) Refresh Provision for Permanent Employees**

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

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

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

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

#### **f) WSIB & LTD**

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

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the

event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short-term leave and disability plans.

**g) Graduated Return to Work**

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

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

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

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

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

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

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

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

**h) Proof of Illness**

**Sick Leave Days Payable at 100%**

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

**Short-Term Disability Leave**

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

In either instance where an Employee does not provide medical confirmation as requested, or otherwise declines to participate and/or cooperate in the administration of the Sick Leave Plan,

access to compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between the union and the school board. Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. A school board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury of the Board's choice at the Board's expense.

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

**i) Notification of Sick Leave Days**

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

**j) Pension Contributions While on Short Term Disability**

**Contributions for OMERS Plan Members:**

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

**Contributions for OTPP Plan Members:**

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

**k) Top-up Provisions**

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

This top-up is calculated as follows:

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

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

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

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

**l) Sick Leave to Establish EI Maternity Benefits**

If the Employee will be able to establish a new EI Maternity Benefit claim in the six weeks immediately following the birth of her child through access to sick leave at 100% of her regular salary, she shall be eligible for up to six weeks leave at 100% of her regular salary without

deduction from the sick days or short-term disability leave days (remainder of six weeks topped-up as SEB).

## **C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

### **C7.1 Preamble**

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

### **C7.2 Membership**

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

### **C7.3 Co-Chair Selection**

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

### **C7.4 Meetings**

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

### **C7.5 Agenda and Minutes**

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

### **C7.6 Without Prejudice or Precedent**

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

### **C7.7 Cost of Labour Relations Meetings**

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

## **C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES**

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

## **C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS**

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

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

#### **C10.00 CASUAL SENIORITY EMPLOYEE LIST**

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

#### **C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING**

##### **Negotiations Committee**

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

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

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

##### **C12.1 Family Medical Leave or Critical Illness Leave**

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

##### **Supplemental Employment Benefits (SEB)**

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.

- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

**C13.00 MERGER, AMALGAMATION OR INTEGRATION**

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

**C14.00 SPECIALIZED JOB CLASSES**

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

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

**C15.00 PROFESSIONAL ACTIVITY DAYS**

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

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

**APPENDIX A**

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

## **APPENDIX B**

### **Sick Leave Credit-Based Retirement Gratuities (where applicable)**

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

### **Other Retirement Gratuities**

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

**APPENDIX C - Medical Certificate**

**PART 1**

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

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

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

<p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>_____ dd _____ mm _____ vvvv</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ vvvv</p> <p>Signature _____ Date _____</p>	<p><b>Dear Health Care Professional,</b> please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.</p> <p><u>Please return the completed form to the attention of:</u></p>
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Employee ID:	Telephone No:
Employee Address:	Work Location:
<b>Health Care Professional: The following information should be completed by the Health Care Professional</b>	
First Day of Absence:	
General Nature of Illness* ( <i>please do not include diagnosis</i> ):	
Date of Assessment: dd mm yyyy	No limitations and/or restrictions <input type="checkbox"/>  Return to work date: dd mm yyyy  <b>For limitations and restrictions, please complete Part 2.</b>
<b>Health Care Professional, please complete the confirmation and attestation in Part 3</b>	

**PART 2 – Physical and/or Cognitive Abilities**

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

**PHYSICAL (if applicable)**

<p><b>Walking:</b></p> <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> ):	<p><b>Standing:</b></p> <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> ):	<p><b>Sitting:</b></p> <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> ):	<p><b>Lifting from floor to waist:</b></p> <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> ):	
<p><b>Lifting from Waist to Shoulder:</b></p> <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> ):	<p><b>Stair Climbing:</b></p> <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> ):	<p><input type="checkbox"/> <b>Use of hand(s):</b></p> <p><b>Left Hand</b></p> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other ( <i>specify</i> ): <p><b>Right Hand</b></p> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other ( <i>specify</i> ):		
<p><input type="checkbox"/> <b>Bending/twisting repetitive movement of</b> (<i>please specify</i>):</p>	<p><input type="checkbox"/> <b>Work at or above shoulder activity:</b></p>	<p><input type="checkbox"/> <b>Chemical exposure to:</b></p>	<p><b>Travel to Work:</b></p> <p>Ability to use public transit _____</p> <p>Ability to drive car _____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <hr/> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

**COGNITIVE (if applicable)**

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

### **ARTICLE 1. GENERAL PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Board and its employees; to provide means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to its provisions.

### **ARTICLE 2. MANAGEMENT RIGHTS**

- 2.01 The management of the Board's operations and the direction of its employees in all respects shall continue to be vested exclusively with the Board, subject only to the express terms of this Agreement.

### **ARTICLE 3. RECOGNITION**

- 3.01 The Board and the Union agree that the employees in the bargaining unit described in Article 3.02 will be divided into three (3) separate and distinct Jurisdictional Groups as follows:
- a) Jurisdictional Group A shall mean all Custodial and Maintenance employees, Truck Drivers and Drivers of Board-owned buses;
  - b) Jurisdictional Group B shall mean all Office, Clerical, Technical employees, Library Technicians and Student Supervision Monitors;
  - c) Jurisdictional Group C shall mean all Communicative Disorders Assistants, Educational Assistants, Interpreters, Intervenors and Designated Early Childhood Educators.
- 3.02 The Board recognizes the Canadian Union of Public Employees as the sole exclusive bargaining agent for all custodial and maintenance employees, truck drivers, drivers of board-owned buses, office, clerical and technical employees, educational assistants, cafeteria employees, classroom assistants, daycare workers, library technicians, braillists, student supervision monitors, designated early childhood educators, deaf blind intervenors, communicative disorders assistants, procurement specialist, data entry clerk, accounting analyst employed by the Hastings and Prince Edward District School Board save and except supervisors, managers and co-ordinators, secretaries to senior administrative staff, attendance counsellor, liaison officer, senior buyer, transportation officer, administrative assistants, persons employed in the Human Resources and Payroll Departments, psychometrists and speech pathologists, and students employed during the school vacation period.

For the purposes of clarity, "Senior Administrative Staff" includes the Director of Education, Executive Assistant to the Director of Education, Superintendents, Controller of Facility Services, and Senior Information and Technology Officer.

- 3.03 Unless expressly stated to the contrary, each of the provisions of this Collective Agreement shall apply to each Jurisdictional Group described in Article 3.01.

## **ARTICLE 4. CASUAL EMPLOYEES**

4.01 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 for periods not to exceed six (6) months, unless otherwise agreed by the Union.

4.02 Casual employees shall not be hired to circumvent job postings or the recall of a regular employee who is on lay-off nor will casual employees be hired while regular employees who have the ability to perform the available work are on lay-off.

4.03 None of the provisions of this Collective Agreement shall apply to the employment of casual employees with the exception of Article 3 (Recognition), Article 6 (No Discrimination), Article 7 (Check-off Union Dues), Article 14 (Grievance Procedure), Article 16 (Hours of Work), and Article 17 (Overtime and Call In Pay). It is agreed that the articles specifically referred to in 4.03 are the only articles which may be the subject of a grievance by a casual employee.

4.04 Casual employees shall be paid at the start rate of pay for the job to which they are assigned.

4.05 Casual employees shall be paid Public Holiday pay if they qualify for a Public Holiday pursuant to the provisions of The Employment Standards Act.

4.06 Casual employees who apply for positions in the bargaining unit will be treated as outside applicants for positions not filled by regular employees.

The Board will consider the following four factors when considering applicants:

- i) Aggregate service with the Board;
- ii) Qualifications;
- iii) Experience;
- iv) Principal or Supervisor recommendation.

4.07 Casual employees' probationary period, as defined in Article 9.03, shall commence on the day the casual employee commences employment in a permanent position. Upon successful completion of the probationary period, a casual employee shall be credited with the total number of days worked as a casual employee within the twenty-four (24) month period immediately preceding the appointment to the permanent position.

4.08 The Employer shall notify the Union without undue delay, in writing, of the names and locations worked of all casual employees who are assigned to one work location for an entire bi-weekly timesheet period.

- 4.09 The Board will endeavor to limit the number of casual employees who work less than fifteen (15) hours per week by combining, whenever reasonably possible, positions in the same or different locations so that such positions will be fifteen (15) or more hours per week.

#### **ARTICLE 5. RELATIONSHIP**

- 5.01 The Union will supply the Board with the names of employees who are stewards or other officers of the Union. Similarly, the Board will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to do business.
- 5.02 The relevant Superintendent of Human Resources and/or other persons designated by the Board shall meet with the Executive Union Committee, consisting of no more than seven (7) employees, with representation from each of the Jurisdictional Groups, the week following each monthly Union meeting if requested by either Party. The time and place will be mutually arranged. The Union and the Board will exchange agendas of matters for discussion at least three (3) days before each regular meeting of this Committee. This Committee will also meet at any other mutually agreeable time to discuss urgent matters.

The meeting shall be restricted to the Board and the Local Union. Such restriction can be lifted by mutual agreement of the Parties.

#### **ARTICLE 6. NO DISCRIMINATION**

- 6.01 The Board and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employees in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, re-call, discipline, discharge for any reason prohibited by the Ontario Human Rights Code, nor by reason of their membership or activity, or non-membership or non-activity in the Union. In addition, the Board and the Union specifically acknowledge their obligation to accommodate employees as required by the Human Rights Code of Ontario.
- 6.02 The Employer will not enter into private agreement with an employee in the bargaining unit, the terms of which are contrary to any terms of this Agreement, unless mutually agreed by the Union and the Board.
- 6.03 **Harassment**

The policies of the Board provide and maintain an environment in which all employees can work free from unsolicited and unwelcome harassment of a verbal, visual or physical nature. It is the intent of the Board to provide and maintain an environment which is supportive of both productivity and the personal goals, dignity and self-esteem of every individual within the System.

The Board and the Union agree that every employee has the right to freedom in the working environment from harassment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.

Harassment means engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome contrary to any ground

prescribed by the Ontario Human Rights Code. Harassment can include sexual harassment as defined pursuant to the Code.

The Board's Policies describe processes which may be used as an alternative to the grievance procedure. The processes are preventative in intention and may stop at any of the steps provided that this is agreeable to the complainant and no other proceedings have been initiated in which case the process will be suspended.

Every attempt will be made to maintain complete confidentiality throughout the process.

The complainant and the alleged harasser are entitled to representation during any and all parts of the procedure. At no time should the complainant be required to confront the harasser during the formal procedures.

**6.04 Accommodation of Religious Beliefs**

The Board will take the necessary steps to adjust work schedules to accommodate religious beliefs and will act in accordance with all of the requirements of the Ontario Human Rights Code.

**ARTICLE 7. UNION SECURITY & DUES CHECK-OFF**

7.01 There shall be deducted each month from the pay of each employee, including casual employees, an amount equivalent to regular monthly Union dues.

7.02 Deductions shall be made from each pay period and shall be forwarded electronically to the Secretary-Treasurer of the Local, or the National Secretary-Treasurer of CUPE as directed by the Local, not later than the 15th day of the month following, accompanied by a list of the names, addresses, phone numbers, hours worked, wage rate, wages, and classifications of all employees from whose wages the deductions have been made. The list shall also indicate the amount of dues deducted from each employee.

7.03 The Union shall indemnify and save the Board harmless with respect to all claims and demands made against the Board by an employee as a result of the deduction and remittance of dues by the Board pursuant to this Article.

7.04 The Board agrees to acquaint new employees with the fact that a Union Collective Agreement is in effect, and with the conditions of employment as set out in the Articles dealing with the Union security and dues check-off. And further, the Board will provide the new employees with a copy of the Union brochure and this Collective Agreement.

In order to facilitate a Union orientation process, the Board will copy the Union on employment correspondence to newly hired employees, without undue delay prior to their first day of employment, where possible.

**7.05 Lease-back Schools**

The Board agrees that it will not enter into any lease agreement to construct a new school that would include, as part of the lease arrangement, the performance of services of the nature currently performed by employees in the classifications covered by this agreement in any of the Board's schools or buildings.

- 7.06 The Board agrees that no employee in the bargaining unit shall be laid off or have their regular hours of work reduced as a result of bargaining unit work being performed by persons whose regular job is not in the bargaining unit, as a result of contracting out, or as a result of the use of volunteers.

The regular hours of work for a position occupied by an employee referred to above shall be the hours in effect as at the ratification date of this Agreement. Regular hours for positions created during the term of this Agreement shall be those established on the posting.

- 7.07 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.

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 an ongoing joint review to determine which work and services might be performed by members of the bargaining unit (contracting in).

- 7.08 Both Parties recognize the value and contributions of volunteers and co-op students and the desirability of their participation in appropriate activities.

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.

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 prior to referral to the grievance procedure.

No other persons not in the bargaining unit shall work on any jobs in the bargaining unit except in cases agreed to by the Union.

The Board and the Union agree that the Board shall not enter into any formal or informal agreements with any level of government or agency thereof that provide additional human resources, without the consent of the Union, which will not be unreasonably withheld.

- 7.09 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.

7.10 The Board shall endeavour to limit the number of employees who work less than fifteen (15) hours per week by combining positions, in the same Jurisdictional Group, in the same of different locations so that such positions will be fifteen (15) or more hours per week.

**7.11 Union Orientation**

**a) Notification of New Hires**

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

All new employees will be provided with their appropriate Union Representation contact information as provided by CUPE Local 1022.

**ARTICLE 8. STRIKES AND LOCK-OUTS**

8.01 There shall be no strike, stoppage of work, slowdown or other interference with work on the part of the employees, nor will there be any lock-out on the part of the Board during the term of this Agreement.

8.02 The term "strike" and the term "lock-out" shall be interpreted in accordance with the definitions set out in The Ontario Labour Relations Act.

8.03 No bargaining unit employee will be required to perform work normally done by another employee engaged in a legal strike.

**ARTICLE 9. SENIORITY**

**9.01**

a) Seniority shall be defined as the length of service with the Board computed from last date of permanent hire within their Jurisdictional Group. Seniority rights acquired under this Agreement shall only operate within the Jurisdictional Group in which an employee is employed by the Board.

b) There shall be one (1) seniority list for each Jurisdictional Group setting out all employees with seniority in that Jurisdictional Group being calculated as follows:

Seniority shall accumulate on the basis of continuing employment in each calendar year or part thereof, so that each employee, regardless of assigned hours of work or months of work per year, shall receive one (1) year of seniority credits for each calendar year of service.

For the purpose of "continuing employment" the following periods are included:

- (1) when at work and on the payroll;
- (2) when on Maternity/Parental/Adoption leave of absence;
- (3) when in receipt of sick leave, with or without pay;

- (4) when in receipt of W.S.I.B. or L.T.D. benefits;
- (5) while on lay-off for a period of up to twenty-four (24) consecutive months;
- (6) while on any authorized Union leave;
- (7) while on an approved unpaid personal leave of absence.

- c) It is understood that seniority credits and service are separate and distinguishable.
- d) When two (2) or more members of the Bargaining Unit have the same "last date of permanent hire", the Board will forward the names and addresses of the employees and the positions awarded to the Union. The Union shall draw the names of the employees by lot at a regular or special meeting of the Union. The employee whose name is chosen earlier shall be deemed to have greater seniority. The Union will advise the Board of the outcome and the Board shall be entitled to rely upon the results as provided.

This method shall be used from the date of this Agreement forward.

This method shall also be used to determine the order of seniority for employees who do not appear on the most recent published seniority list as approved by the Union and who have last dates of permanent hire after September 1, 1998.

For the purposes of this Article the date to be used to determine the last date of permanent hire is the date the employee first reports for work.

- 9.02 Seniority lists for each Jurisdictional Group will be compiled in January of each year covering all employees coming within the scope of the Jurisdictional Group.

There will be two versions of the seniority list:

- (1) A copy for each Jurisdictional Group for posting electronically in a manner available to all employees containing the names of the employees and their rank in order of declining seniority, including where applicable the lot number.
- (2) A copy for each Jurisdictional Group for the Union containing names, seniority ranking, and where applicable the lot number, point band, position, location, hours/week, date of hire, seniority date and years of seniority.

A copy of the appropriate Jurisdictional Group seniority list will be supplied to anyone who is in a position of bumping another employee in the bargaining unit prior to make their decision.

- 9.03 A new employee will be on probation and will not acquire seniority until the employee has completed a normal probationary period of six (6) months of continuous employment. As related to the terms of this Agreement, an employee will then be considered permanent in the employee's Jurisdictional Group and seniority will date back to the date of permanent hire. During the probationary period, the employee will enjoy all the rights and privileges under this Collective Agreement except that the termination of a probationary employee shall be at the discretion of the Board.

9.04 Seniority previously accumulated shall be lost and an employee will be deemed to have been terminated if:

- a) The employee quits or is discharged and such discharge is not reversed through the grievance procedure or arbitration;
- b) The employee overstays a leave of absence except where it is beyond the control of the employee;
- c) The employee is absent for reasons other than personal illness or reasons beyond the employee's control without the permission of the employee's Supervisor, or another authorized officer of the Board;
- d) The employee fails to return to work within ten (10) working days, or fails to notify within seven (7) days of the employee's intent to return to work after receiving notice of recall, by registered mail, of recall from lay-off unless such return to work is prevented by certified personal illness;
- e) If an employee accepts a severance package from the Employer.

9.05 All employees shall keep the Human Resources Department informed of their current address and phone number.

9.06 No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain seniority rights accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to their position in the bargaining unit during the employee's trial period, which shall be a maximum of six (6) months. It is agreed that the six (6) month trial period will be extended up to twelve (12) months in cases where the employee is replacing a non-bargaining unit member who is on maternity or parental leave. All other extensions are subject to mutual agreement of the Board and the Union.

If an employee returns to the bargaining unit, the employee shall be returned to the employee's former position at the employee's former seniority and rate of pay providing such return shall not result in the lay-off or bumping of an employee holding greater seniority. Other employees promoted or transferred shall be returned to their former position. An employee may return to a vacant position in the bargaining unit within two (2) years and will be credited with seniority accumulated up to the date of leaving the bargaining unit.

9.07 Except as provided by the provisions of this Agreement, employees shall not be permitted to transfer from one Jurisdictional Group to another Jurisdictional Group. If an employee is transferred to a position outside of the employee's Jurisdictional Group, the employee's seniority will be frozen from the date of transfer and their seniority in the new Jurisdictional Group will start from the date of transfer. This provision applies to seniority

only and does not affect the service of an employee for rights and benefits acquired by service with the Board.

- 9.08 The Parties agree that there shall be a seniority list for each of the three (3) Jurisdictional Groups. The three (3) seniority lists shall remain in effect for the term of this Agreement and thereafter unless amended by agreement of the Parties.

#### **ARTICLE 10. JOB POSTINGS AND STAFF CHANGES**

- 10.01 The Board will copy the Union on the correspondence to individual employees, without undue delay, that are the result of hirings, lay-offs, recalls, results of postings, transfers, rehiring and terminations.

- 10.02 When a new position is created, or when a vacancy occurs, such vacancy shall be posted on the Board's internal website for a minimum of four (4) working days so as to provide all employees with the opportunity to apply for such position.

When a new position is created inside the bargaining unit, the Employer will notify the Job Evaluation Committee of a meeting and copy the Union President by email with as much notice as possible (i.e. a new position is different than a new vacancy in an existing position.)

The Board shall endeavour to fill vacancies and new positions within thirty (30) days from the date of the closing of the posting period. Vacancies continuing past this timeframe will be communicated to the Union within five (5) working days.

- 10.03 Notices of Vacancies shall contain the following information:

- i) the nature of the position,
- ii) qualifications,
- iii) required knowledge and education,
- iv) skills,
- v) shift,
- vi) hours per week, and schedule (to be determined),
- vii) wage or salary rate or range,
- viii) location,
- ix) the anticipated effective date, subject to revision.

- 10.04 The senior applicant, regardless of their current position, in the Jurisdictional Group in which the vacancy arises who meets the requirements of the notice of vacancy shall be appointed to the job and assigned to the location specified.

No employee who is already in the position title and who has applied for the purpose of changing location, shift, or hours will be required to undergo further interviewing or testing but shall be deemed qualified.

The Board will not consider external applicants until all internal applicants have been considered.

10.05 The Board will advise unsuccessful applicants in writing of the name of the successful applicant and copy the Secretary of the Union. The Board will endeavour to provide such notification within five (5) working days of the successful applicant being chosen. The Board will also, upon request from the unsuccessful applicants, provide reasons for not being selected.

10.06 Employees who have been deemed qualified for a position, as per Article 10.04 are deemed qualified for all subsequent postings of the same position for six (6) months and will not be required to undergo further interviewing or testing during that time period. The Board will advise in writing and copy the Union.

10.07 The Board shall maintain an up-to-date list of all job postings pertaining to this Agreement on its employee accessible website.

The Board shall advise all employees of the website address and any changes thereof from time to time.

10.08 Employees who work in different Jurisdictional Groups may be subject to different full-time hour provisions. Employees may apply to increase their hours of work or to supplement their existing hours of work. No employee shall hold two or more regular positions which exceed the maximum number of full-time hours in the groups in which they work.

10.09 If there is a successful applicant, the applicant will be placed in the vacancy for a trial period not exceeding three (3) months of active service and, if required, the applicant will be provided with training; such training shall include the opportunity to work with senior, qualified employees in the position. In order to provide such training, the Board may obtain casual assistance so as to maintain the efficiency of operations. There will be regular assessments during the trial period.

10.10 If the applicant proves satisfactory, the applicant will be confirmed in the new position at the end of the trial period, or other earlier time as is mutually agreed upon. If the applicant proves unsatisfactory during the trial period, or if following the trial period the applicant chooses not to remain in the new position the applicant will be returned to the applicant's former position at the applicant's former salary or rate of pay as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement.

If an applicant is returned to their former position, the Board will select the next most senior applicant from the original posting who meets the requirements of the posting, unless mutually approved by the Employer and the Union. Should the Board place any such employee in the vacancy, Article 10.09 shall apply. If no applicant exists, the position will be re-posted.

10.11 When the Board conducts interviews to determine whether an applicant has the required qualifications for a position, it shall ensure that (a) the interview shall be administered in accordance with objective standards; (b) the interview only addresses skills and subject matter which are clearly relevant to the position being sought.

- 10.12 During the trial period, the successful applicant shall not be permitted to apply to any other job postings. However, on the mutual consent of the Board and the Union (which consent shall not be unreasonably withheld), the successful applicant may apply to other job postings in the case of a bid for a higher paid job or a job which results in an increase in hours. Other exceptions may be granted by mutual consent of the Parties.
- 10.13 The trial period referred to in Article 10.09 shall not apply to lateral transfers within the same position title but the successful applicant shall not have the option of returning to their former position.
- 10.14 Job vacancies in Jurisdictional Group C will be filled in accordance with Appendix 'A' of this Agreement.
- 10.15 A temporary vacancy, because of the absence of a regular employee for a period which is expected to exceed ten (10) weeks or when the vacancy has existed for ten (10) weeks, whichever occurs first, will be posted and filled immediately.

The successful applicant will be determined in accordance with Article 10.04.

The vacancy may be filled for the interim period required to complete the posting, or for the duration of the vacancy in the event that there are no internal successful applicants, by an employee in accordance firstly with Article 11.03 and if necessary, by a Casual employee in accordance with Article 4.01(a).

### **Temporary Postings**

- 10.16 Employees applying for temporary postings shall be limited to one (1) lateral transfer every three (3) months. Temporary vacancies which become a permanent vacancy shall be posted in accordance with Article 10 of the Collective Agreement.

## **ARTICLE 11. LAY-OFFS AND RECALLS**

- 11.01 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

A staff reduction in a school or workplace shall also constitute a lay-off for the purpose of bumping rights.

- 11.02 The Board shall notify employees who are laid off, six (6) weeks before the lay-off is to be effective. If the employee laid off has not had the full opportunity to work six (6) weeks after notice of lay-off, the employee shall be paid in lieu of work for that part of the six (6) weeks during which work was not made available.

Employees whose positions are declared redundant as a result of a cutback or school closure shall receive a minimum of three (3) months' notice of lay-off.

- 11.03 No new employee will be hired until those laid off have been given an opportunity of re-employment.

The Board agrees that there will be no non-bargaining unit employees of the Board doing bargaining unit work that would prevent the recall of an employee on lay-off.

Employees with recall rights are entitled to apply for temporary vacancies posted in accordance with Article 10.15 and to be considered on the same basis as employees in positions.

Employees with recall rights, including employees whose regular hours have been reduced, will have the first opportunity to be offered, in order of seniority within their Jurisdictional Group, casual hours which become available other than those offered pursuant to Article 10.15. Employees will be paid at the rate of pay they were receiving immediately prior to lay-off.

Employees working less than full-time hours, who do not have recall rights, will have the next opportunity to be offered, in order of seniority within their Jurisdictional Group, casual hours which become available in their school other than those offered pursuant to Article 10.15.

Employees will be paid at the rate of pay applicable to their regular position.

Casual employees will have the last opportunity to be offered casual hours which become available.

- 11.04 Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority, provided they have the qualifications or the equivalent thereof to do the work.

Recognizing the principles of the above, the Parties agree that an employee about to be laid off may displace (bump) any employee with less seniority in the same or lower point range, provided the employee exercising their right has the qualifications or equivalent thereof to perform the work of the employee they are displacing. 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.

The first employee receiving notice of lay-off must indicate in writing, within one (1) week of receiving written notification that their position has been declared surplus, that the employee wishes to displace (bump) or accept the lay-off. If written notification is not received in the time periods referred to above, the employee shall be deemed to have opted to be laid off.

The first employee receiving notice, if they choose to bump, shall notify the Employer immediately after the one (1) week referred to above as to a less senior employee they wish to bump unless agreement is reached between the Parties to extend the timelines.

The employee affected by the bumping procedure shall continue to have two (2) working days to make their decision until there is no one left to bump.

For the purpose of clarity, classifications referred to above shall be deemed to mean all jobs contained in the job groupings under the Job Evaluation Plan. No classification will be divided between two job groupings.

An employee, who bumps into another position to avoid lay-off, shall be recalled to the employee's former position if it becomes available within the following two (2) years.

For the purpose of clarity, positions referred to above shall be deemed to mean a specific job within a classification.

An employee, who bumps another and who proves incapable of performing the displaced employee's work shall have their circumstances referred to the Redeployment Committee. In the event that the committee is unable to identify an alternative that is consistent with the balance of this Collective Agreement the employee shall revert to layoff status with recall rights.

- 11.05 The right of displacement as set out herein shall be restricted to the Jurisdictional Group in which the lay-off occurs subject to Article 9.08.
- 11.06 Any employee who is laid off shall have the right to be recalled into any Jurisdictional Group for which they have the ability to perform the work should an opening become available. If an opening occurs in the employee's own Jurisdictional Group, such employee shall have the right to be recalled to that employee's own Jurisdictional Group.
- 11.07 Laid off employees will be retained on their seniority list for a period of twenty-four (24) months. While employees retain seniority rights they will be subject to recall, provided that an employee shall have the right to refuse recall and still retain recall rights.
- 11.08 Laid off employees will have the right to access casual work provided they are available for a minimum of two and one-half (2 ½) hour shift. It is understood that shifts will not be subdivided. The Employer shall maintain a list and call in laid off employees for work in order of their seniority provided they are qualified and able. A copy of the list will be forwarded to the Union.
- 11.09 Laid off employees shall have the option of continuing participation within the group benefit plan with the employee paying 100% of the premium costs. The employee will be provided with this opportunity for a time period equivalent to the amount of seniority accumulated within the bargaining unit to a maximum of two (2) years.

#### **11.10 Redeployment Committee**

The Parties agree that a Redeployment Committee will be established with joint and equal representation from the Board and the Union upon request of either Party.

The mandate of the committee will be to review and recommend alternatives to any proposed cutbacks in staffing.

The committee will determine its own terms of reference.

### **ARTICLE 12. INFORMATION TO THE UNION**

12.01 The Board will make available to the Union information required by the Union such as job classifications, wage rates, and benefit plans, within ten (10) working days of any change.

12.02 The Board will inform the Union on a monthly basis of absences of more than two (2) consecutive weeks in length, without undue delay in writing to the President and Recording Secretary.

### **ARTICLE 13. STEWARD REPRESENTATION**

13.01

a) The Board acknowledges the right of the Union to elect, appoint or otherwise select Union stewards and other Union representatives (the Local Executive Board). The Union will inform the Board of the names of the Union stewards and other Union representatives as they may change from time to time. The Union acknowledges that consideration will be given to balance between Jurisdictional groups and geographical representation and that the total number of stewards will not exceed fifteen (15).

b) The Board agrees to recognize and deal with the above Officers of the Union with respect to any matter which properly arises from time to time during the term of this Agreement, including the processing of grievances. The Board shall not be obligated to recognize such stewards unless notified in writing of such appointment by the Union.

13.02 The Union acknowledges that stewards and the Chief Steward must continue to perform their regular duties on behalf of the Board, and that such persons shall not leave their duties without first obtaining permission to do so from their Supervisor or other designated officer of the Board, and on completion of such duties, they shall report back to the Supervisor or designated officer and give any reasonable explanation as may be requested with respect to their absence. It is understood such permission shall not be unreasonably withheld. It is further understood that the Board will pay such stewards and the Chief Steward at their basic rate of pay and benefits for regularly scheduled time lost while attending meetings on premises with the Board to process grievances.

It is understood that any meetings between an official or officials of the Union and a representative or representatives of the Board that take place in connection with the administration of this Agreement will result in continuance of regular pay and benefits to

the employee for regularly scheduled time on the basis provided for above, without recovery of costs from the Local.

The Board will continue to pay Union officials their regular wages and benefits while on any leave requested by the Union for the purposes of attending to Local Union business or conferences. The Board will invoice the Local which shall in turn reimburse the Board for said costs.

- 13.03 The Union shall have the right at any time to have the assistance of a National Representative when dealing with the Board, and the Board similarly shall have the right to be represented by Counsel.

#### **ARTICLE 14. GRIEVANCE PROCEDURE**

- 14.01 A grievance shall be defined as a violation, or alleged violation, or question or interpretation, of this Collective Agreement.

##### **Informal Stage**

- 14.02 An employee having a grievance as defined above shall discuss the matter with the employee's immediate supervisor within fifteen (15) working days of the time the employee was made aware of any alleged infraction or omission.

##### **Step 1**

- 14.03 If the employee and the employee's immediate Supervisor are unable to settle the grievance, such employee will, within ten (10) working days, submit such grievance in writing, sign it, and with a representative of the union will refer the matter to the Human Resources Manager or a designate, in an effort to settle the dispute. After due consideration, the Human Resources Manager shall, within ten (10) working days, give a written reply. A meeting/discussion may be held during this period, between the employee's union representative and the Human Resources Manager or designate. Upon mutual agreement the employee and/or supervisor may be present for the Step 1 grievance meeting/discussion.
- 14.04 If the reply of the Human Resources Manager – Support Staff is not satisfactory to the employee, a grievance arising out of Jurisdictional Groups A, B or C may be referred to the Superintendent of Human Resources within ten (10) working days of receiving the reply from the Human Resources Manager.

##### **Step 2**

- 14.05 Within ten (10) working days after the grievance has been referred, the Superintendent of Human Resources or a designate, will meet with the Grievance Committee of the Union. The Grievance Committee shall be composed of the Chief Steward together with the Head Steward of the Jurisdictional Group in which the grievor works, and the Area Steward. The Local Union President, a National Representative and the grievor will be present at this meeting if their presence is requested by either Party. The

Superintendent of Human Resources or a designate will give a written reply to the grievance within five (5) working days after these discussions have been concluded.

14.06

- a) If the reply of the Superintendent of Human Resources is not satisfactory to the employee concerned, the Union, or the Board, may, within sixty (60) calendar days, refer the grievance to a sole Arbitrator.
- b) The sole Arbitrator shall be selected by mutual agreement.

14.07 The Arbitrator shall not have any right to alter, amend or modify any terms of this Agreement, nor to make any decision inconsistent with the provisions thereof.

14.08 The Employer and the Union will each be responsible to pay one-half (½) of the fees and expenses of the sole Arbitrator.

14.09 In computing the time allowances set out in the grievance procedure, weekends and holidays will not be taken into consideration. Further, any of the said time allowances may be extended by mutual agreement and also by mutual agreement, any steps of the grievance procedure may be by-passed.

14.10 Grievances which are not processed according to the foregoing procedures and the time limits set forth shall be deemed to have been dropped by the Party instituting the grievance.

### **Policy Grievance**

14.11 A grievance arising directly between the Employer and the Union, concerning the interpretation, application or alleged violation of this Agreement, shall be originated at Article 14.03. It is expressly understood that the provisions of this Article may not be used by the Union to institute any individual grievance directly affecting an employee which such employee could institute thereby by-passing the regular grievance procedure.

Any grievance by the Union as provided for in this paragraph shall be commenced within ten (10) working days of the union being made aware of the alleged violation. The grievance must be signed by the President of the Union or designate.

### **Group Grievance**

14.12 When two 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 One (1 of the Grievance Procedure.

## **ARTICLE 15. DISCIPLINARY ACTION**

15.01 An employee who has completed the probationary period may only be disciplined for just cause, and shall be dealt with as follows:

- a) such employee shall be given the reason for disciplinary action in the presence of a steward unless the employee advises the steward that representation is declined and signs an appropriate waiver for the Union;
- b) such employee and the Union shall be advised promptly, in writing, by the Board of the reason for such disciplinary action;
- c) such employee may file a grievance with respect to such disciplinary action within five (5) working days of action being taken, which grievance shall commence at Step 2 of the grievance procedure provided in Article 14;
- d) such grievance may be settled by confirming the Board's action, or by reinstating the employee with appropriate compensation, or by any other arrangement which is just and equitable in the opinion of the Board and the Union, or if necessary, the sole Arbitrator.

15.02

- a) An employee's disciplinary record shall be purged and shall not be relied upon by the Board for any reason whatsoever if the employee maintains a discipline free record for a period of eighteen (18) months or at an earlier date where mutually agreed to by the Board and the Union.
- b) Disciplinary records that are subject to sexual harassment and sexual misconduct discipline shall be purged and shall not be relied upon by the Board after five (5) years from the date of incident or at an earlier date where mutually agreed by the Board and the Union.

15.03 **Letter of Counsel**

Disciplinary concerns should be addressed by the disciplinary process. Letters of Counsel are not considered to be disciplinary. A union representative will be present whenever counselling letters are issued to a member. The Board acknowledges the right of the Union or employee to invoke the grievance procedure as outlined in Article 13 to dispute the accuracy of the factual content of the counselling letter.

15.04 **Access to Personnel File**

At a mutually agreed upon date and time, an employee has the right to review their personnel file and will request the same in writing to the Human Resources Manager. An employee who has been terminated by the Employer may view their personnel file at a mutually agreed upon date and time.

Employees reviewing their files may elect to have their Union representative present at the time of viewing.

No material may be removed from a personnel file, but a copy of any document in the file will be provided to the employee at their request.

## **ARTICLE 16. HOURS OF WORK**

16.01 The Board does not guarantee to provide work for the normal daily or weekly hours.

### **16.02 A - Jurisdictional Group A (Custodial and Maintenance)**

(1) The normal work week for employees in Jurisdictional Group A will be a maximum of forty (40) hours scheduled Monday through Friday, and the normal work day for employees will be a maximum of eight (8) hours.

#### **(2) Summer Hours**

- a) For the term of this Collective Agreement and provided that School Board properties and programmes are covered as required, during the summer months commencing immediately following the last working day in June, up to and including the last working day of the second last week preceding Labour Day.
- b) The normal work day for employees will be nine (9) hours per day Monday through Thursday exclusive of a half ( $\frac{1}{2}$ ) hour unpaid lunch or, provided that the Board can maintain staffing coverage as required, a one (1) hour unpaid lunch. The normal hours will be scheduled from 7:30 a.m. to 5:00 p.m. except where adjusted to accommodate a one (1) hour unpaid lunch.
- c) During the week in which a statutory holiday falls the normal hours of work shall be seven and one-half ( $7\frac{1}{2}$ ) hours per day. This shall also apply to the weeks in which an employee accesses a regular paid vacation day. Employees are not eligible to combine Article 16.02 A (2) (b) in conjunction with a paid vacation day.
- d) Recognizing the need to maintain coverage for certain School Board properties and programmes, employees may be assigned to work outside their normal work areas to facilitate the scheduling of summer hours. Actual days of work shall be mutually agreed between the employees and their Supervisor, but the Employer retains the right to designate either Monday or Friday as the day off in exceptional circumstances.
- e) Immediately after the finalization of the summer vacation schedule, the Employer will meet with two (2) representatives of the Union to establish a summer work schedule which will provide all employees, if possible, with summer hours, it being the intent of the Employer and the Union to not deny any employee summer hours unless it is not possible to do so. Such meeting will occur without undue delay and no less than one (1) week before the beginning of the Summer schedule. The Union will inform the Board of the names of the two (2) Union representatives who will attend the meeting.

(3)

a) Where employees are required to check on boiler or heating equipment on Saturdays, Sundays or paid holidays, or to carry out security checks, such employees shall be paid in addition to normal salary:

1) three (3) hours pay at the applicable regular rates;

2) employees will not be permitted to bank these hours and use as lieu time.

b) When more than one (1) employee carries out such duties at one (1) school, the above amount shall be divided in proportion to the number of days that checks are required.

If as the result of a security or boiler heating check the employee discovers an emergency condition and time exceeds three (3) hours, the employee shall be paid at the overtime rate for all authorized time worked with one-quarter (1/4) hour to be the minimum part hour credit paid.

(4) Except in situations comparable to those now existing where split shifts are required, no employee shall be required to work a shift which encompasses more than a nine (9) consecutive hour span in any twenty-four (24) hour period.

(5) The Board will post notices setting out the shifts to be worked. Employees will be notified at least forty-eight (48) hours in advance of any general change in their work schedule of days or hours to be worked. This provision does not apply to relief custodians.

(6) Where it is possible to give preference in the allocation of shifts, seniority shall establish the rotating shift preference subject only to ability to perform the work.

(7) Afternoon shifts shall normally be scheduled to begin no earlier than twelve noon and to end no later than 12:00 midnight.

Night shifts shall normally be scheduled to begin no earlier than 11:00 p.m. and to end no later than 8:00 a.m.

Such afternoon and night shifts shall comprise of eight (8) consecutive hour period which shall include a one-half (1/2) hour paid lunch period and the employee shall remain on the premises.

Employees working the afternoon or night shift will be paid a shift premium of:

Effective September 1, 2019 - \$0.44

Effective September 1, 2020 - \$0.45

Effective September 1, 2021 - \$0.45

(8) Employees will receive fifteen (15) minute paid break(s) as follows:

DURATION OF SHIFT	DURATION OF BREAK
Six (6) hours or more	Two (2) fifteen (15) minute breaks Breaks to be taken mid-shift, where possible.
Less than six (6) hours, but more than two (2) hours	One (1) fifteen (15) minute break Break to be taken mid-shift, where possible.
Two (2) hours or less	No breaks, No lunch

(9) The Principal, supervisor or designate shall prepare and communicate a daily schedule for each employee which shall show all breaks (paid and unpaid). The schedule may be updated from time to time as schedules significantly change.

**(10) Standby-Winter Snow Removal**

Employees that are required to be on standby on weekends for the purpose of snow removal shall be paid a standby premium of forty (\$40) per day.

Employees that are required to be on standby for the purpose of snow removal will be notified prior to the weekend by Thursday at 12:00 p.m.

**16.02B - Jurisdictional Group B (Office, Clerical, Technical and Library Technicians)**

(1) The normal work week for employees in Jurisdictional Group B will be a maximum of thirty-five (35) hours per week scheduled Monday through Friday, and the normal work day for employees will be a maximum of seven (7) hours per day – with the exception of staff in Information Technology Services, the Outdoor Educational Liaison, Buyer and PD Library Resource, which will be a maximum of forty (40) hours per week scheduled Monday through Friday.

(2) The regular schedule for all employees will be between the hours of 7:30 a.m. and 5:00 p.m. with a one (1) hour unpaid lunch period unless otherwise approved by the supervisor.

**(3) Summer Hours**

a) During the summer months commencing immediately following the last working day of June, up to and including the last working day of the second last week preceding Labour Day, the hours of work shall be between the hours of 8:00 a.m. and 4:30 p.m., except where adjusted to accommodate lunch periods, with a one-half (1/2) hour unpaid lunch period or provided the Board can maintain staffing coverage a (1) one hour unpaid lunch, scheduled Monday through Thursday.

b) During the week in which a statutory holiday falls the normal hours of work shall be six and one-half (6 1/2) hours per day exclusive of a one (1) hour unpaid

lunch period. This shall also apply to the weeks in which an employee accesses a regular paid vacation day. Employees are not eligible to combine Article 16.02 B (3) (a) in conjunction with a paid vacation day.

- (4) All office and clerical employees employed in or on behalf of schools are ten (10) month employees aligning with the board approved school year calendar.
- (5) School secretaries will commence work one (1) week before school opening. In addition, school secretaries will work up to five (5) additional days following the last school day in June where required and approved by the Supervisor.
- (6) \Summer hours for exceptions identified in 16.02 B (1) shall be those defined in Article 16.02 A (2).
- (7) Employees will, in addition to a lunch break (except where not applicable as per the table below), receive fifteen (15) minute paid break(s) as follows:

DURATION OF SHIFT	DURATION OF BREAK
Five (5) hours or more	Two (2) fifteen (15) minute breaks. Breaks to be taken mid-shift, where possible.
Less than five (5) hours, but more than two (2) hours	One (1) fifteen (15) minute break Break to be taken mid-shift, where possible.
Two (2) hours or less	No breaks, No lunch

- (8) Shift premiums for employees in Jurisdictional Group B where required by the Supervisor and who agree to work the afternoon or night shift shall receive a shift premium of:

Effective September 1, 2019 - \$0.44  
 Effective September 1, 2020 - \$0.45  
 Effective September 1, 2021 - \$0.45

- (9) The Principal, supervisor or designate shall prepare and communicate, no later than the first day of work, a daily schedule for each employee which shall show all breaks (paid and unpaid). The schedule may be updated from time to time as schedules significantly change.

**16.02C Jurisdictional Group C (Educational Assistants, Designated Early Childhood Educators and Communicative Disorders Assistants)**

- (1) The normal work week for employees in Jurisdictional Group C will be a maximum of seven (7) hours per day and a maximum of thirty-five (35) hours per week.

- (2) Employees' hours of work will be scheduled between the hours of 7:30 a.m. and 5:00 p.m. with no less than a thirty (30) minute uninterrupted, unpaid lunch period unless otherwise approved by the Supervisor.
- (3) DECE's hours of work will be scheduled between the hours of 6:00 a.m. and 7:00 p.m. with no less than a thirty (30) minute uninterrupted, unpaid lunch break unless otherwise approved by the supervisor.
- (4) Notwithstanding Article 16.02C (2) above, Group C employees who work within a "balanced day" may choose, with the approval of their supervisor, to take a forty (40) minute lunch break (made up from thirty (30) minutes unpaid and ten (10) minutes paid break) and twenty (20) minutes paid break. Educational Assistants who are required to remain on site in order to respond to emergencies shall have included in their normal hours of work a paid thirty (30) minute lunch period.
- (5) Lunch periods will be scheduled as one continuous period.
- (6) All employees in Jurisdictional Group C are ten (10) month employees aligning with the board approved school year calendar.
- (7) Employees will, in addition to a lunch break (except where not applicable as per the table below), receive fifteen (15) minute paid break(s) as follows:

DURATION OF SHIFT	DURATION OF BREAK
Five (5) hours or more	Two (2) fifteen (15) minute breaks Breaks to be taken mid-shift, where possible.
Less than five (5) hours, but more than two (2) hours	One (1) fifteen (15) minute break Break to be taken mid-shift, where possible.
Two (2) hours or less	No breaks, No lunch

- (8) The Principal, supervisor or designate shall prepare and communicate, no later than the first day of work, a daily schedule for each employee which shall show all breaks (paid and unpaid). The schedule may be updated from time to time as schedules significantly change.

**All Jurisdictional Groups**

- 16.03 No employee will engage in other remunerative work which conflicts with the employee's availability or general efficiency for work.
- 16.04 An employee reporting for normally scheduled work, and who has not previously been notified not to report, shall be given a minimum of four (4) hours work or four (4) hours pay.
- 16.05 In lieu of receiving a cash premium payment for overtime worked, an employee may elect to take compensating time off, calculated on the basis of the overtime rate for all

hours of overtime worked. However, no employee may accumulate more than twice the employee's normal hours of work per week compensating time off, and it shall be scheduled at a time mutually agreed by the Supervisor and the employee.

## **ARTICLE 17. OVERTIME AND CALL-IN PAY**

### **17.01**

- a) Except in emergencies, overtime following on from a normal shift shall be performed by the employee doing the work during the shift.
- b) Overtime requiring a second shift shall be performed by employees who normally perform the type of work involved within the same school

Within the confines of the above, overtime shall be distributed as equitably as possible.

**17.02** Time and one-half ( $1\frac{1}{2}$ ) an employee's regular straight time rate of pay shall be paid for all authorized work performed in excess of the full-time daily hours of work for the employee's Jurisdictional Group; and time and one-half ( $1\frac{1}{2}$ ) the employee's straight time rate of pay shall be paid for all authorized work performed in excess of the full-time weekly hours of work of the employee's Jurisdictional Group provided there shall be no duplication of payment in calculation in the application of this clause.

**17.03** An employee who is called back to work in order to meet emergency conditions after having completed the employee's normal hours of work will receive the greater of the following:

- a) three (3) hours pay at overtime rates;
- b) the overtime rate for all authorized time worked as the result of the call with one-quarter ( $\frac{1}{4}$ ) hour to be the minimum part hour credit paid;
- c) first opportunity for call-in shall be Lead Hands in Elementary Schools and Maintenance employees in Secondary Schools unless other arrangements can be mutually agreed between the Union and the Board.

**17.04** An employee who is called in to work prior to the employee's normal shift of work will receive overtime for work performed up to the start of the employee's regular shift.

**17.05** Time and one-half ( $1\frac{1}{2}$ ) the employee's straight time rate of pay shall be paid for all authorized or scheduled work performed on a Saturday.

**17.06** Double the employee's straight time rate of pay shall be paid for all authorized work or scheduled work performed on a Sunday.

**17.07** It is understood that premium payments for work performed on a Saturday or a Sunday have no application for employees performing work pursuant to Article 16.02 A (3) (a) and 16.02 A (3) (b).

- 17.08 Any employee required to work on a day observed by the Board as a paid holiday shall be paid at the rate of double (2x) the employee's regular straight time rate of pay in addition to regular holiday pay.
- 17.09 No employee shall be required to take time off during regular working hours to compensate for overtime, however time off for this purpose is permitted when mutually agreed between an employee and their supervisor.

## **ARTICLE 18. PAID HOLIDAYS**

- 18.01 The recognized public holidays are as follows:

New Year's Day; Family Day, Good Friday; Victoria Day; Canada Day; Labour Day; National Day of Truth and Reconciliation (September 30<sup>th</sup>); Thanksgiving Day; Christmas Day; Boxing Day.

Any public holiday proclaimed by the Federal or Provincial Governments or the Board will be passed on to bargaining unit employees.

- 18.02 In addition, all employees shall receive Easter Monday, and the Civic Holiday which shall be taken when they occur, and three (3) further paid holidays to be taken during the Christmas Break. The holidays during the Christmas vacation period will be scheduled as per Schedule "B".
- 18.03 In order to qualify for paid holidays under Article 18.02, an employee must have completed three (3) months of service, the holiday must continue to be a legal school holiday, and employees must work their last scheduled day immediately preceding and their first scheduled day immediately following the paid holiday or has been absent due to vacation or legitimate illness.
- 18.04 Payment for each public holiday and paid holiday shall be at the employee's regular rate of pay.
- 18.05 Employees who do not work during the summer recess do not qualify for payment for the Civic Holiday.
- 18.06 In the event any of the above holidays falls when school is in session, another day off will be mutually arranged between the Union and the Board.

## **ARTICLE 19. VACATIONS WITH PAY**

- 19.01 Employees shall receive an annual vacation with pay according to the following schedule. In calculating the number of years of service for the purpose of vacation entitlement, the number of continuous years of service since last date of hire with the current and predecessor Boards shall be credited regardless of whether said service was within a classification in the C.U.P.E. bargaining unit or not. The vacation year shall be calculated as of December 31st of each year. Accordingly, where an employee has taken vacation, and then separates employment prior to December 31st, the Board shall

be entitled to be reimbursed for any vacation monies already paid in excess of what was earned to date of separation:

Up to one (1) year of service	According to the Employment Standards Act
One (1) year but less than three (3) years of service	Two (2) weeks vacation with pay
Three (3) years but less than eight (8) years of service	Three (3) weeks vacation with pay
Eight (8) years but less than sixteen (16) years of service	Four (4) weeks vacation with pay
Sixteen (16) years but less than twenty-five (25) years of service	Five (5) weeks vacation with pay
Twenty-five (25) years of service or more	Six (6) weeks vacation with pay

- 19.02 Vacation entitlement of employees who work less than the normal hours of work per week or per day for that employee's Jurisdictional group shall be based on the employee's actual hours of work per day per week.
- 19.03 Vacations with pay shall be taken by employees during the current calendar year. Unused vacation of up to two (2) weeks may be accumulated and carried over into the following vacation year upon mutual consent of the employee and the supervisor.
- 19.04 Vacation entitlement will be based on the number of calendar years of service from last date of hire.
- 19.05 In case of conflict, priority will be given to the most senior employee when determining the vacation schedule.
- 19.06 Unless otherwise entitled, vacation with pay for employees who do not work for more than seventy five percent (75%) of their normal yearly hours will be two (2%) percent of wages paid during the vacation year for each week of vacation entitlement. Annual vacation pay = 2% x weeks of entitlement x wages paid during the vacation year.
- 19.07 If a paid holiday occurs during an employee's vacation, a day in lieu of the paid holiday will be given at a time mutually agreed to by the employee and the employee's Supervisor.
- 19.08 Employees who are hospitalized prior to the commencement of their vacation, shall have the option of deferring their vacation to another time. Employees who are hospitalized during vacation shall have the option of deferring the time hospitalized during vacation.
- 19.09 Vacation taken by an employee during July and August is assumed to be deducted from vacation earned up to December 31st of that year.
- 19.10 The calculation of vacation pay shall be at the rate effective immediately prior to the vacation period for a normal work week or work weeks whichever is applicable.

**19.11 Groups A and B**

- a) Twelve (12) month employees should take their vacation entitlement during school vacation periods. Notwithstanding this requirement, twelve (12) month employees may take their vacation entitlement in each calendar year at times other than school vacation periods.
- b) Employees must submit their request for preference of vacation dates during July and August by May 1st. Seniority shall not apply when an employee fails to make their selection by May 1.
- c) All other vacation requests must be submitted not less than fifteen (15) working days in advance of the date that the vacation request is to commence.
- d) Approved vacation and banked overtime entitlement will not be cancelled in order to accommodate a senior employee's request to use banked overtime hours.
- e) Employees who request to change their vacation dates for any reason must do so in writing to their Supervisor.

**Group A - Maintenance Employees with District-Wide Responsibilities**

- f) Notwithstanding (a) above, maintenance employees who are entitled to two (2) weeks or more of vacation will be entitled to take at maximum, two (2) consecutive weeks during the period of July 1st to August 31st on a seniority basis within their trade group. Any remaining vacation entitlement may be taken other than July or August after all employees within the trade group have exercised their entitlement for their first two (2) weeks on the basis of seniority within their trade group.

An extension of the two (2) week vacation period during July or August may be granted by permission of the Supervisor.

**Group A - Custodial/Maintenance Employees Employed in Schools and Couriers**

- g) Notwithstanding item (b) above, Custodial/Maintenance employees employed in schools and couriers must submit their requests for preference of vacation dates by May 1 for the twelve (12) month period beginning July 1 and ending June 30 of the following year. Seniority shall apply.

**Group B & C - Ten-Month Employees**

- h) Vacation for employees in schools shall be taken during school vacation periods and may be taken on Non-Instructional Days. The balance of entitlement shall be used with the prior approval of the Principal/Supervisor.

## **ARTICLE 20. LEAVE OF ABSENCE**

### **20.01**

- a) No leave of absence under this section (20.01) will be granted during school breaks (for employees Jurisdictional Group A only) except in special circumstances as may be approved by the supervisor.
- b) Two (2) weeks' unpaid leave may be granted outside holiday times if notice is given at least fifteen (15) working days in advance. The requirement for notice is waived in cases of emergency.
- c) Up to six (6) months unpaid leave may be granted at the discretion of the Board for personal reasons if notice is given at least fifteen (15) days in advance. The position may be temporarily filled. Notification of at least fifteen (15) working days must be given in advance of return from such leave.
- d) A permanent employee may, at the discretion of the Board receive a personal leave of absence of up to one (1) year by applying in writing to the Human Resources Manager – Support Staff. When a personal leave of absence is approved, the Board will forward a letter to the employee, with a copy to the Union, indicating the period for which the leave was granted and the date upon which the employee is required to confirm arrangements for returning to work.

20.02 When an employee is elected or appointed to a full-time position or office within a labour organization, the Union shall submit a request for leave of absence on behalf of the employee concerned. Such leave of absence will be granted and shall involve no cost to the Board and shall not exceed two (2) years.

Upon the expiration of their term of office, the employee shall be returned to their previous position and rate of pay for that position. Other employees promoted or transferred shall be returned to their former position. Seniority shall continue to accumulate.

20.03 Union paid leave of one (1) day per week will be granted to the President of the Local Union. The position occupied by the President will be staffed by a bargaining unit member during such leave.

20.04 Where permission of the appropriate Superintendent or a designate has been granted to an affected steward, the Chief Steward, or other Union representative, (the total not to exceed three (3)), and affected employee(s) to leave their employment temporarily to carry on negotiations with the Board representatives with respect to a grievance, they shall suffer no loss of pay for time so spent. Such leave shall not be unreasonably withheld.

20.05 An employee who is selected by the Union to attend official Union conventions, seminars, committees and the like shall be granted leave of absence without pay. It is agreed that the Board will continue to pay the employee for the period of the leave and the Board will invoice the Union for the wages, inclusive of the Employer cost of the benefits provided under Article 22, paid out during the leave.

In the event the employee is absent for a period of one month or more, the employee shall be returned to their previous position and rate of pay for that position. Other employees promoted or transferred shall be returned to their former position. Seniority shall continue to accumulate.

- 20.06 For the purposes of collective bargaining, the Board agrees to recognize a Negotiating Committee of employees in the bargaining unit which will be comprised of up to six (6) members as selected by the Union, and the President of Local 1022.

Employees will be paid based on their normal hourly rate for regular working hours spent in negotiating a renewal of this Collective Agreement. The number of days shall be limited to ten (10) each or such additional days as may be mutually agreed to.

- 20.07 It is recognized by the parties that Union business continues twelve months of the year. For this reason it is agreed:

An employee who is on layoff and has been selected to attend official union conventions, seminars, negotiation committees, committees and the like, shall receive pay at the employee's regular rate of pay for the period attending and the Board will invoice the union for wages, inclusive of the employer cost of the benefits provided under Article 22.

**20.08 Pregnancy/Parental Leave Pay**

**(1) Definitions**

- a) "Parent" includes a natural parent or person whom a child is placed for adoption or a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;
- b) "Parental/adoption leave" means leave taken for the care of a child following the birth of the child; or, the coming of a child into the custody, care and control of a parent for the first time."
- c) "Pregnancy Leave" means leave taken for the purposes related to giving birth and/or recovering there from.

(2) Subject to provision of Article 20.07, employees shall be entitled to pregnancy and parental leave in accordance with the provisions of the Employment Standards Act. For the convenience of employees, the relevant provisions of the Employment Standards Act are included with a copy of this Agreement.

(3) Employees taking pregnancy leave in order to become adoptive parents, may commence such parental leave on the day that the adoptive child is placed with the employee.

- (4)
- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
  - b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
  - c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.) the full eight (8) weeks of top-up shall continue to be paid.
  - d) Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
  - e) Employees completing a long term supply assignment of six 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.
- (5) For the nine (9) weeks of Pregnancy Leave following the eight (8) week post-partum recovery period OR, for the fifteen (15) weeks of Parental Leave, or any portion of both or either, the Employer shall provide a Pregnancy/Parental Leave SEB top-up equal to the difference between sixty percent (60%) of the employee's regular weekly salary and the weekly amount of the E.I. Benefit. This top-up is payable only during periods of time when an employee is required to be at work. This top-up is only payable to full-time and part-time permanent employees.

**20.09 Absence**

\*Immediate family shall be deemed to include the employee's father, mother, spouse, brother, sister, child or other dependent or person the employee has guardianship of, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law. Employees in common-law and same-sex partnerships are recognized on the same basis.

<b>Absence with Pay Deductible from Sick Leave Credits</b>
Self Illness
To attend at the employee's medical/dental appointments as required (for absences beyond the 5 days outlined below)
<b>Absence with Pay Not Deductible from Sick Leave Credits</b>
For employee medical/dental appointments (maximum of 5 days per school year)
In the event that an employee is quarantined as a result of exposure to a communicable disease, and is prevented from attending their duties, an employee shall not suffer any loss of pay nor shall the employee's sick leave credits be affected.
To serve as a juror or by reason of a subpoena to appear as a witness in any proceeding to which the employee is not a party. The employee is required to turn over to, or pay the Board the amount, if any, received as a witness or juror excluding travel, living, and/or meal allowances. A copy of the subpoena must accompany the absence report.
To provide for a period of bereavement following a death in the immediate family. Employees will be granted five (5) days off in the event of the death of their spouse, child, parent or grandchild and to a maximum of three (3) days off in the event of the death of other members of the immediate family. One of the above days may be deferred for up to a year from the date of passing in order to attend a memorial service. Up to one (1) day off will be granted to attend the funeral of persons other than the immediate family.
To write the employee's own post-secondary or university examination on the day of the exam only.
To attend the employee's own, or member of the immediate family's secondary or post-secondary graduation, maximum of one (1) day.
Non-attendance at work due to inclement weather with the supervisor's approval.
To attend the employee's own wedding or weddings in the immediate family, one (1) day per wedding.
Health and Safety issues, for example, chemicals, fumes, and airborne particulates.
Absence due to special circumstances as approved by the Superintendent of Human Resources or designate.
Illness in the immediate family*, including medical or dental appointments, up to four (4) days per school year.
To attend the birth of a child or grandchild. Maximum of one (1) day per birth.
Absence due to Special Circumstances as approved by the Superintendent of Human Resources or designate.
Where an employee's working hours do not otherwise provide three consecutive hours free from work, up to one (1) day shall be provided for the purposes of voting in elections as indicated by a self-governing Indigenous authority.
Attendance at Indigenous cultural/ceremonial events. Up to 5 days per school year.
<b>Absence Without Pay Not Deductible from Sick Leave Credits</b>
Moving to a new place of residence, one (1) day in any one (1) year, on the day of the move only, as required.
To attend weddings other than the employee's immediate family *, up to one (1) day each occasion.
To attend to personal business. Up to five (5) days per school year.
Short-term leaves as approved through the Superintendent of Human Resources or designate.
Absence due to special circumstances as approved by the Superintendent of Human Resources or designate.
<b>Board Approved Absence, Charged to Specific Account, Not Deductible from Sick Leave Credits</b>

School-Initiated Days (school trips, etc.)
Professional Development as approved by the Superintendent of Human Resources or designate.
Board Approved Negotiations/Release Time
Union Approved Leave
Vacation

**20.10 Sick Leave Plan [See Central Agreement C6.00 – Sick Leave]**

**a) WSIB Top-Up – See Central Letter of Understanding #2**

An employee in receipt of wage loss payments from the Workplace Safety and Insurance Board or from an insurance company pursuant to a policy provided for under this Agreement will be entitled to receive the difference between the amounts received and the employee’s regular net income.

For the purposes of this Article net income shall be as calculated by the Workplace Safety and Insurance Board. The amount of this “top up” shall amount to a maximum of four (4) years and six (6) months.

**Sick Leave to Bridge Long Term Disability Waiting Period – See Central Letter of Understanding #2**

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.

- b) Benefits will continue at the applicable Employer contribution rate while an employee is on sick leave until their sick leave balance is exhausted and may be continued at full cost of premiums paid by the employee thereafter for such period of time during which the employee is in receipt of WSIB or LTD benefits, including waiting times, and the time while an application is under active appeal.
- c) Absence for illness over five (5) consecutive working days may be certified by a licensed medical practitioner, or, if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery. The cost or fees, if any, in respect of any of the foregoing certificates shall be the responsibility of the Board. – See Central Letter of Understanding #8
- d) Where an employee is absent through illness for more than twenty (20) consecutive working days, the Director may require that a certificate be submitted monthly by such

medical practitioner or licentiate of dental surgery before the employee shall be entitled to payment under the plan. The cost or fees, if any, in respect of any of the foregoing certificates shall be the responsibility of the Board. – See Central Letter of Understanding #8

- e) The Director may at any time require that a certificate be submitted by such medical practitioner or licentiate of dental surgery appointed by the Board. The information disclosed by the Board appointed medical practitioner or licentiate of dental surgery will be strictly limited to certifying the fitness, or not, of the employee to return to work or modified work and to the employees “functional abilities”. The employee will be provided with a copy of the report or certificate. The cost of fees, if any, in respect of any of the foregoing certificates shall be the responsibility of the Board. – See Central Letter of Understanding #8
- f) In the event that an employee is quarantined as a result of exposure to communicable disease, and is prevented from attending their duties, an employee shall not suffer any loss of pay nor shall the employee’s sick leave credits be affected.
- g) Calculations shall be rounded up to the next fifteen (15) minute increment. See Central Agreement Letter of Understanding #8

#### 20.11 **President’s Leave**

The President will be on full-time book-off at the expense (vacation and sick leave) of the local in accordance with the local by-laws. The position occupied by the President will be staffed by bargaining unit members during such leave and will be posted as temporary position in accordance with the collective agreement. All rights and provisions of all other CUPE members are extended to the President during the book-off period.

Upon the expiration of their term of office, the employee shall be returned to their previous position at the current rate of pay for that position. Other employees promoted or transferred shall be returned to their former position. Seniority and service shall continue to accumulate.

### **ARTICLE 21. EARNED RETIREMENT SUPPLEMENT**

**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 requirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day. The following language applies only to those employees eligible for the gratuity above.**

### **ARTICLE 22. BENEFITS**

#### 22.01 **Ontario Municipal Employees Retirement System**

Every full-time employee, as defined by OMERS shall, as a condition of employment, become a member of the Ontario Municipal Employees Retirement System. Full-time

employees who transfer to part-time status shall remain members of the Ontario Municipal Employees Retirement System. Full-time service for Adult Supervisors in Jurisdictional Group C shall be calculated from January 1st, 1991.

**22.02 Long-Term Disability**

- a) Employees in Jurisdictional Group 'A' who are currently enrolled in the Long Term Disability Plan (LTD) and all new employees in Group 'A' shall remain or become enrolled, as the case may be, in the LTD plan. Employees of the former Prince Edward County Board of Education who are not currently enrolled in the LTD plan shall have the option of enrolling or not.

Employees in Jurisdictional Group 'A' who are enrolled in the LTD plan shall pay the full premium cost of the LTD plan.

The Board shall add to the weekly earnings of each employee in Jurisdictional Group 'A' who is enrolled in the LTD plan an amount equivalent to seventy-five percent (75%) of the billed premium of the LTD plan.

Employees in Jurisdictional Groups "B" and "C" who are enrolled in the LTD plan shall pay the full premium cost of the LTD plan.

The Board shall add to the weekly earnings of each employee in Jurisdictional Groups "B" and "C" who are enrolled in the LTD plan, an amount equivalent to fifty percent (50%) of the billed premium of the LTD plan. It is understood that enrolling in the LTD plan is optional.

The waiting period for employees in Jurisdictional Groups "B" and "C" is one-hundred and twenty (120) business days.

- 22.03** Deductions of premiums for benefits under this Article, to cover July and August for ten-month employees, will be equally divided over the preceding pay periods for the months of May and June.

- 22.04** A permanent employee with seniority, who has been removed from payroll for a period not exceeding twenty-four (24) months because of illness or injury, will be reinstated to their former position where it continues to be available and will accrue seniority for that period provided that upon their return to work they provide an acceptable functional abilities report from an appropriate licensed medical practitioner, approved and paid for by the Board, certifying that the employee is capable of performing the duties of that position.

After being off the payroll for over twenty-four (24) months because of illness or injury, the employee shall become a "system responsibility". This means the employee may be re-employed into a vacant position with no loss of seniority, to which the employee is capable and qualified to perform. An employee who has been unable to perform their

duties due to illness or injury for a period exceeding twenty-four consecutive months will not be considered for re-employment unless the employee provides an acceptable functional abilities form from an appropriate licensed medical practitioner, approved and paid for by the Board, certifying that they are 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 understood that should an employee be unable to perform their duties due to illness or injury for a period exceeding twenty-two (22) months, the 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.

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.

### **ARTICLE 23. PAYMENT OF WAGES AND ALLOWANCES**

- 23.01 Schedule "A" attached hereto establishes the Schedule of salaries for each Jurisdictional Group.
- 23.02 Salary adjustments for employees in the bargaining unit shall be effective on the pay before an employee's anniversary date.
- 23.03 Employees will normally be paid every two (2) weeks. It is understood that pay irregularities and overtime payments will normally be adjusted in a pay subsequent to the period in which they occurred. On each pay day, an employee shall be provided with an itemized statement of the employee's wages and deductions.
- 23.04 An employee changing to a higher or lower point range will maintain the same year level on the salary schedule.
- 23.05 An employee required to work in a higher paying position shall receive the higher rate of pay effective upon the first day worked in that position. An employee requested to work in a lesser paying position will not have their pay reduced.
- 1) Where a lead hand is absent from their normally assigned position for two (2) days or more, a replacement will be appointed for the hours scheduled for the absent lead hand. Where the Lead Hand is absent and a replacement has been appointed, the appointed employee will be paid for all hours worked at the lead hand rate of pay effective upon such appointment. If the Board has advance notice that a Lead Hand will be absent a replacement will be appointed from the first day of such absence and be paid at the Lead Hand rate.

For the purposes of this article the following shall apply:

- an “absence” or being “absent” shall be viewed as one of the absences listed in article 20.09 with the exception of professional development as approved by the Superintendent of Human Resources Support Services or designate;
- a “day” shall not include partial or parts of a scheduled shift; and
- “advance notice” shall be no less than twenty-four hours from the commencement of the scheduled shift.

The employer will advise employees in writing, electronic or otherwise, of their appointment to the acting Lead Hand position and the anticipated duration of that appointment and may include any acting Lead Hand duties which will be required.

- 2) Employees, who for the purpose of experience in a new role, wish to participate in an exchange, may make a request in writing to the Human Resources Manager, Support Staff. The request must outline the length of the exchange requested and the position desired. A letter of support for the request from the employee’s supervisor or principal must be attached. An exchange must have the mutual consent of all Parties, including the Union, involved.

23.06 The Board shall pay the full cost of any approved course of instruction required by the Board for an employee to become better qualified to perform the job. Payment shall be made upon successful completion of the course for each year of a course of more than one (1) year.

#### **ARTICLE 24. JOB CLASSIFICATION AND RECLASSIFICATION**

24.01 Where the Board establishes a new permanent position, or where the Board substantially changes the duties of an existing job, The Board shall establish a rate of pay consistent with job rates established under this Collective Agreement and shall notify the Union forthwith. If the Union does not agree to the rate of pay established, the rate may be the subject of a grievance filed by the Union and may be carried to Arbitration if necessary. The final rate established shall be effective from the time the job was originally changed or introduced.

24.02 In the event a temporary position extends beyond a two (2) month period, or such other longer period mutually agreed between the Parties, the position shall be considered permanent and, the rate established as in Article 23.01 and posted in accordance with Article 10.

#### **ARTICLE 25. GENERAL CONDITIONS**

##### **25.01 Union Communications**

The Board shall provide space where the Union shall have the right to post information. Any postings, other than postings relating to normal Union business, shall be sent to the Superintendent of Human Resources prior to posting.

The Union shall be permitted to utilize the Board's courier services to deliver Union information to all work locations.

The Board will instruct all employees that handle incoming mail at each location so as to ensure immediate posting of any Union information received at a work location of any bargaining unit member.

The Employer acknowledges that any and all email are confidential and private between the sender and intended recipient. Any further, agrees that such email will not be monitored for content, read or disclosed by the Employer.

However, the Board reserves the right to investigate all suspected violations of the Board's Internet policy and initiate disciplinary procedures as determined appropriate.

**25.02 Absence Reporting**

An employee unable to report for scheduled duty shall notify their immediate Supervisor of the fact at least one (1) hour before the commencement of their shift except in extenuating circumstances. An employee who is absent shall notify the Supervisor of the employee's intention to return to work, at least by 4:00 p.m. of the day prior to their return to work. Employees on the night shift shall provide notification before 12:00 noon prior to their shift.

**25.03 Transportation Costs - Reimbursements**

Employees shall be paid the Board approved rate per kilometre for all authorized use of their private vehicles(s) on Board business. The current Board approved rate may be upgraded from time to time according to Board policy.

Where an employee is regularly required to carry tools and equipment in the employee's private vehicle, the rate shall be the basic rate in effect plus two cents (2¢) per kilometre. Where an employee is authorized to use the employee's truck on Board business, the rate shall be the basic rate in effect plus eight cents (8¢) per kilometre.

Where an employee is authorized to use the employee's truck and uses the vehicle for towing trailers and/or equipment on Board business, the rate shall be the basic rate in effect plus the truck rate plus six (6¢) cents per kilometre.

When an employee uses their own vehicle to pull a trailer while performing duties assigned by their supervisor, the employee will be reimbursed expenses at the following rates over and above the Board approved rate per kilometre:

<b>Truck with Trailer/Load Combination</b>	<b>\$ / kilometre</b>
Less than 3000 lbs.	\$0.13
Greater than 3000 lbs. and less than 4000 lbs.	\$0.18
Greater than 4000 lbs. and less than 5000 lbs.	\$0.23

Greater than 5000 lbs.

\$0.28

The Board will pay the full cost to install a trailer hitch and electric brake mechanisms on an employee's vehicle when required to pull a trailer as part of their job duties. Should the employee vacate the position prior to the end of a three-year period, the employee will be required to reimburse the Board for a pro-rated amount based on the following schedule:

<b>Time</b>	<b>Employee Reimbursement</b>
Prior to trial period completion	100% of full cost
Prior to 1st year anniversary	75%
Prior to 2nd year anniversary	50%
Prior to 3rd year anniversary	25%
After 3rd year anniversary	0%

Management reserves the right to review this practice and implement adjustments as deemed necessary.

**25.04 Medication and Medical Procedures**

The Board recognizes the right of any employee in the bargaining unit, except Educational Assistants, to refuse to be designated to administer medication or perform any medical/physical procedures.

An employee providing medical procedures as a function contained with the duties of their job description shall do so in accordance with the Ministry of Education directives and/or where the employee has been appropriately trained to carry out the duty.

The administration of medication will be carried out in accordance with Board procedures and forms.

The Board shall, through existing insurance coverage to the limit of Board liability, insure any employees in the bargaining unit against claims arising from regular or emergency medical/physical procedures.

**25.05 Canada Savings Bonds**

The Board shall implement a plan allowing payroll deductions for Canada Savings Bonds.

**25.06 Pregnancy Accommodations**

A pregnant employee may, at the written request of their medical practitioner in writing, and at their request in writing, be re-assigned to a position for which they have the ability and qualifications within the bargaining unit during the term of their pregnancy, provided such position exists. If no such position exists, the pregnant employee shall have the option of remaining at their position.

**25.07 Technological Change**

Technological change shall be defined as the introduction of equipment or material that is significantly different in nature or kind than that previously utilized by the Board. Employees who are, or may be displaced by technological change, will be given a minimum notice of three (3) months prior to such change so that they can undertake training so as to minimize any adverse affects of such change. The Board will afford displaced employees with a reasonable opportunity to undergo training to provide them with a satisfactory level of competence with the new equipment or material so as to retain their position. Employees who are displaced from their position as a result of technological change may be referred to the redeployment process outlined in this Agreement. If the employees are not placed through the redeployment process they shall have the right to displace employees with less seniority, as described in Article 10.

**25.08 Notification if Vehicle Required**

Effective July 1, 2013, no employee will be required to transport students in their personal vehicle.

**25.09 Smocks and Personal Protective Equipment**

The Board shall provide smocks as required for all Educational Assistants and employees in the Print Shop. The Board shall provide Personal Protective Equipment on an as required basis.

**25.10 Uniforms**

In each calendar year the Board will provide an expense reimbursement to each employee required to wear a uniform and/or safety footwear. Employees required to wear a uniform will have an expense reimbursement of up to two hundred and seventy-five dollars (\$275.00). Employees required to wear safety footwear will have an expense reimbursement of up to one hundred and twenty-five dollars (\$125.00).

Employees required to wear both will have an expense reimbursement of up to four hundred dollars (\$400.00) to be allocated to any part of the uniform or safety footwear as required.

Uniform shall consist of: trousers (including carpenter pants – optional), shorts, t-shirts, shirt, sweater (optional), hat (ballcap and toque) and safety footwear, may include winter coats, gloves and/or rainwear as determined by the Board.

Coveralls are provided for trades and maintenance staff by the Board as deemed necessary by the supervisor, at no cost to the employee.

Employees required to wear uniforms and/or safety footwear must wear them while performing their duties. Wearing the uniform for any other purpose shall not normally be permitted. Uniforms must be kept presentable and safety footwear must comply with safety standards.

The uniform colours will be determined by each department.

Summer attire may be worn at the discretion of the employee between May 1st and September 30th provided the tasks being performed do not require long pants for safety reasons. It is understood that the employee must have long pants available at all times.

**25.11 Joint Professional Development Committee**

Employees covered by this Agreement shall be entitled to a day for staff development for non-teaching staff once every school year. The activities during this day shall be determined by a committee composed of three (3) representatives of the Union, one from each of Jurisdictional Groups A, B and C, and three (3) representatives of the Board.

The Board agrees to provide funding in the amount of five thousand dollars (\$5,000.00) as a pool of funds to be allocated for staff development as determined by the above noted committee.

**25.12 Cell Phones**

Any employee required to use a cell phone and/or electronic device to carry out their duties will be provided with such and will not be required to use their own personal cell phone/electronic device.

**25.13 Printing of Agreement**

The Board shall print sufficient copies of this Agreement in booklet form as soon as reasonably possible after execution of this Agreement by all Parties. The cost of such printing shall be shared equally between the Union and the Board.

**25.14 Work-related Tools and Equipment**

Employees shall not be required to supply tools or equipment for the performance of their duties.

**25.15 Changes in Legislation and/or Fiscal Environment**

In the event that the Government of Ontario or the Government of Canada passes or amend Statutes, Regulations and/or Fiscal changes, and in the opinion of either Party such action has brought about changes in the terms and conditions of work from those originally described by the Parties in the Collective Agreement, the Parties shall meet within fifteen (15) days of the written request of either Party for such a meeting

**25.16 Employee Status**

The Board and the Union agree that any person employed by the Board prior to January 1, 1999 shall be deemed to hold all the qualifications required for the classification(s) held on January 1, 1999.

The Board and the Union further agree that any employee that has made a commitment to the Board to obtain additional training or upgrading is required to complete and fulfill their commitment in order to maintain “qualified” status.

**25.17 Workplace Safety and Insurance Board**

The Employer agrees to provide a copy of the Form 7 to the employee concerned at the time the form is submitted to the Workplace Safety and Insurance Board.

The Employer agrees to attach a letter from the Union to each WSIB Form 7 as forwarded to an employee.

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.

**25.18 Criminal Background Checks**

In accordance with Ontario Regulation 521/01 – Collection of Personal Information and HPEDSB procedure 406, criminal background checks and vulnerable sector screening will be required of all employees of the Board and all service providers and volunteers that have direct and regular contact with students. In accordance with the regulation this information will be kept current through the offence declaration process which occurs on an annual basis.

A prospective employee must provide a satisfactory criminal record check and vulnerable sector screening at his or her own expense prior to commencing employment with the Board.

All criminal record information shall be treated in a highly confidential manner and kept in a secured file within the human resources department.

**25.19 Refusing Unsafe Work**

All employees have the right to refuse unsafe work in circumstances provided for and in accordance with the Ontario Occupational Health and Safety Act.

In circumstances where there is a real and imminent risk of injury due to violence any employee has the right to refuse to carry out the work. In such cases certified Health & Safety representatives of the Parties shall be contacted and the matter shall be investigated without delay.

No employee shall be discriminated against or disciplined for having exercised the right to refuse unsafe work, provided that the refusal is based on an honest and reasonable assessment of the situation by the employee.

**25.20 No employees in Group A or Group B, with the exception of Student Supervision Monitors and Library Technicians, shall be assigned scheduled supervision of students except in extraordinary or emergency situations.**

**25.21 Supervision of Students**

Supervision is necessary for the safety and well-being of students.

The Principal will endeavour to provide an equitable distribution of general supervision in each school among those that perform supervision duties under this collective agreement. The Principal will take into consideration indoor and outdoor supervision as well as consecutive supervision periods.

The Principal or designate will endeavour to ensure students at the office for disciplinary reasons will be addressed as quickly as possible and will attempt to minimize the amount of time clerical staff will be monitoring.

The parties agree that in no case shall general student supervision be assigned to a classification or position in this bargaining unit where supervision is not a core duty of that classification.

This does not diminish any employee's obligation to assist in emergency situations.

**25.22 Safe Workplace**

Safe workplace will be a standing item on the union/management meeting agenda, scheduled in accordance with Article 5.02. All incidents related to a safe workplace, including violence, shall be dealt with according to the Board's policies and procedures.

25.23 Every reasonable effort shall be made to provide ECEs and EAs with opportunity to provide insight and collaboration during meetings on the well-being and ongoing academic achievement of the exceptional student they regularly assist where deemed beneficial to the student by administration.

**ARTICLE 26. DESIGNATED EARLY CHILDHOOD EDUCATORS (DECE)**

26.01 New employees hired as qualified DECE's will be placed at the start rate on Schedule A. Qualified means a member in good standing of the College of Early Childhood Educators.

26.02 The rate of pay for casual DECE's shall be at the start rate on Schedule A.

26.03 The performance appraisal for DECE's will be in compliance with Ministry regulations.

26.04 The principal has the right to amend the working schedule to meet the needs of the school as required.

**ARTICLE 27. TERM OF AGREEMENT**

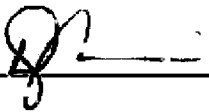

27.01 This Agreement shall be binding and remain in effect from September 1, 2022 and shall continue in full force and effect until August 31, 2026 and thereafter from year to year

unless either Party gives notice in writing to the other Party not more than ninety (90) days prior to the expiration of this Agreement of its intention to negotiate a renewal of this Agreement.

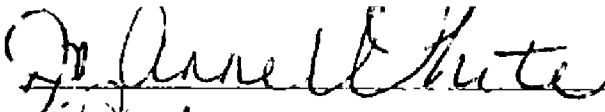
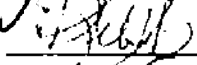
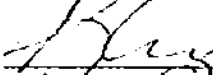


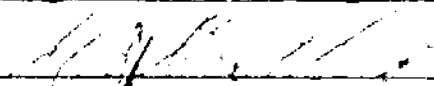
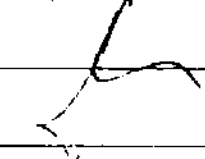
27.02 Within fifteen (15) working days of receipt of such notice by one Party, the other Party is required to enter into negotiations for revision of this Agreement, and both Parties shall thereupon enter into such negotiations in good faith and make every effort to consummate a revised or new Collective Agreement.

IN WITNESS WHEREOF each of the Parties hereto has caused this Agreement to be signed by its duly authorized representatives this 23 day of December 2022.

**ON BEHALF OF THE EMPLOYER:**

  
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**ON BEHALF OF THE UNION:**

  
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## SCHEDULE "A" – WAGES AND CLASSIFICATIONS

Effective September 1, 2022									
JOB TITLE	JOB NO.	HRIS TABLE	START	PROB	1 YEAR	2 YEARS	3 YEARS	POINT RANGE	
No positions								#1	621-745
No positions		CU02	15.83	17.33	18.08	18.82	19.60	#2	746-870
Mail/Print Clerk	056	CU05	17.19	18.68	19.42	20.18	20.94	#3	871-995
Reception/Secretary	006								
Custodian/Relief Custodian (M)	029	CU07	18.50	20.02	20.75	21.53	22.28	#4	996-1120
Grass Cutter/Custodian (M)	033								
A/V Technician	053								
Technical Clerk – ITS	063								
Bus Driver	065	CU11	19.84	21.34	22.10	22.88	23.61	#5	1121 - 1245
Student Supervision Monitor	120								
Secretary, Curriculum Services	152								
Data Management Clerk	176								
Hardware Mechanic	001								
Secretary to Mgr/Operations	009								
Office Assistant, Elementary	025								
Maintenance "A" S.S.	028								
Carpenter Maintenance B	038	CU15	21.22	22.70	23.48	24.21	25.00	#6	1246 - 1370
Maintenance Secretary/Receptionist	050								
Transportation Clerk	066								
Brailist/Support for Deaf & Hard of Hearing Students	126								
Off Asst Intake/Adult Ed	138								
Lead Hand w/o Custodian	181								
Secretary, Curriculum Services	011								
Maintenance Mechanic (M)	027								
Lead Hand Secondary	030								
Lead Hand Elem with Custodian	031								
Carpenter Maint. A	037								
Community Use of Schools Liaison	049								
Secretary (1), Student Services	075								
Secretary (2), Student Services	076	CU19	22.54	24.04	24.82	25.57	26.33	#7	1371 - 1495
LH Courier/Relief Custodian	083								
Bus Driver L.H.	105								
General Maint/Relief Custodian (M)	114								
Library Technician	121								
Cafeteria Supervisor	124								
Central Resources Clerk	139								
Communicative Disorder Assistant	178								
Relief Lead Hand Custodian	180								
Accounting Analyst – A/P	014								
Office Assistant - Secondary	046								
Transportation Planner	059								
Secretary–Student Success, Curriculum Services	079								
Groundskeeper Maint A	085								
Accounting Analyst	110	CU23	22.59	24.60	25.38	26.36	27.66	#8	1496 - 1620
Technical Support Asst.	116								
Educational Interpreter	117								
Office Assistant - Adult Education	132								
Buyer	151								
Fundraising Assistant	153								
Preventative Maintenance LH (M)	165								
Secretary w/o Assistant – Elementary	023								
Educational Assistant	026								
IT Infrastructure Technologist	058								
Building Controls Technician (M)	070	CU29	22.65	25.11	26.00	27.16	29.01	#9	1621 - 1745
Maintenance "A" - NH	086								
EA/Intervenor Deaf/Blind Student	117								
Procurement Specialist	174								
Accounting/Procurement Analyst	188								
Secretary with Assistant, Elementary	024								
Carpenter Maint A Lead Hand (M)	036								
Plumber Maint A	040								
Electrician Maint. "A" Lead Hand	087								
Electrician Maint A	088	CU33	24.20	26.66	27.59	28.55	30.34	#10	1746 - 1870
Electrician Maintenance A/Fire Alarm Tech	157								
Designated Early Childhood Educator	167								
Building Controls/Fire Alarm Technician	179								
Secretary with Assistant, Secondary	184								
Mechanical Systems Technician	206								
Plumber Maint A LH/Gasfitter 2 (M)	039								
Energy, Environmental & Asbestos Liaison	069								
Outdoor Education Liaison	071	CU35	25.92	28.07	29.31	30.53	31.74	#11	1871-1995
Groundskeeper Maint A Lead Hand	084								
Computer Systems & Networking Technologist	103								
Electrician Maintenance A LH/Fire Alarm Tech	170								
Business Systems Analyst	162	CU37	27.06	29.33	30.60	31.89	33.18	#12	1996-2120
Information & Technology Analyst (M)	142								
Lead Hand Mechanical Systems Technician	195	CU39	28.22	30.58	31.91	33.26	34.60	#13	2121-2245
No positions		CU41	29.36	31.79	33.21	34.61	36.02	#14	2246-2370

Effective September 1, 2023									
JOB TITLE	JOB NO.	HRIS TABLE	START	PROB	1 YEAR	2 YEARS	3 YEARS	POINT RANGE	
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No positions		CU02	16.83	18.33	19.08	19.82	20.60	#2	746 -870
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Electrician Maintenance A/Fire Alarm Tech	157								
Designated Early Childhood Educator	167								
Building Controls/Fire Alarm Technician	179								
Secretary with Assistant, Secondary	184								
Mechanical Systems Technician	206								
Plumber Maint A LH/Gasfitter 2 (M)	039								
Energy, Environmental & Asbestos Liaison	069								
Outdoor Education Liaison	071	CU35	26.92	29.07	30.31	31.53	32.74	#11	1871-1995
Groundskeeper Maint A Lead Hand	084								
Computer Systems & Networking Technologist	103								
Electrician Maintenance A LH/Fire Alarm Tech	170								
Business Systems Analyst	162	CU37	28.06	30.33	31.60	32.89	34.18	#12	1996-2120
Information & Technology Analyst (M)	142	CU39	29.22	31.58	32.91	34.26	35.60	#13	2121-2245
Lead Hand Mechanical Systems Technician	195								
No positions		CU41	30.36	32.79	34.21	35.61	37.02	#14	2246-2370

Effective September 1, 2024									
JOB TITLE	JOB NO.	HRIS TABLE	START	PROB	1 YEAR	2 YEARS	3 YEARS	POINT RANGE	
No positions								#1	621-745
No positions		CU02	17.83	19.33	20.08	20.82	21.60	#2	746 -870
Mail/Print Clerk	056	CU05	19.19	20.68	21.42	22.18	22.94	#3	871 -995
Reception/Secretary	006								
Custodian/Relief Custodian (M)	029	CU07	20.50	22.02	22.75	23.53	24.28	#4	996 -1120
Grass Cutter/Custodian (M)	033								
A/V Technician	053								
Technical Clerk – ITS	063								
Bus Driver	065	CU11	21.84	23.34	24.10	24.88	25.61	#5	1121 -1245
Student Supervision Monitor	120								
Secretary, Curriculum Services	152								
Data Management Clerk	176								
Hardware Mechanic	001								
Secretary to Mgr/Operations	009								
Office Assistant, Elementary	025								
Maintenance "A" S.S.	028								
Carpenter Maintenance B	038								
Maintenance Secretary/Receptionist	050	CU15	23.22	24.70	25.48	26.21	27.00	#6	1246 -1370
Transportation Clerk	066								
Brailist/Support for Deaf & Hard of Hearing Students	126								
Off Asst Intake/Adult Ed	138								
Lead Hand w/o Custodian	181								
Secretary, Curriculum Services	011								
Maintenance Mechanic (M)	027								
Lead Hand Secondary	030								
Lead Hand Elem with Custodian	031								
Carpenter Maint. A	037								
Community Use of Schools Liaison	049								
Secretary (1), Student Services	075								
Secretary (2), Student Services	076								
LH Courier/Relief Custodian	083	CU19	24.54	26.04	26.82	27.57	28.33	#7	1371 -1495
Bus Driver L.H.	105								
General Maint/Relief Custodian (M)	114								
Library Technician	121								
Cafeteria Supervisor	124								
Central Resources Clerk	139								
Communicative Disorder Assistant	178								
Relief Lead Hand Custodian	180								
Accounting Analyst – A/P	014								
Office Assistant - Secondary	046								
Transportation Planner	059								
Secretary–Student Success, Curriculum Services	079								
Groundskeeper Maint A	085								
Accounting Analyst	110	CU23	24.59	26.60	27.38	28.36	29.66	#8	1496 -1620
Technical Support Asst.	116								
Educational Interpreter	117								
Office Assistant - Adult Education	132								
Buyer	151								
Fundraising Assistant	153								
Preventative Maintenance LH (M)	165								
Secretary w/o Assistant – Elementary	023								
Educational Assistant	026								
IT Infrastructure Technologist	058								
Building Controls Technician (M)	070	CU29	24.65	27.11	28.00	29.16	31.01	#9	1621 -1745
Maintenance "A" - NH	086								
EA/Intervenor Deaf/Blind Student	117								
Procurement Specialist	174								
Accounting/Procurement Analyst	188								
Secretary with Assistant, Elementary	024								
Carpenter Maint A Lead Hand (M)	036								
Plumber Maint A	040								
Electrician Maint. "A" Lead Hand	087								
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No positions		CU41	31.36	33.79	35.21	36.61	38.02	#14	2246-2370

Effective September 1, 2025									
JOB TITLE	JOB NO.	HRIS TABLE	START	PROB	1 YEAR	2 YEARS	3 YEARS	POINT RANGE	
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No positions		CU02	18.83	20.33	21.08	21.82	22.60	#2	746-870
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Lead Hand Mechanical Systems Technician	195								
No positions		CU41	32.36	34.79	36.21	37.61	39.02	#14	2246-2370

## SCHEDULE "B" – SCHOOL BREAK DURING CHRISTMAS SEASON

<b>December 25 - Sunday</b>	Monday, December 26 Tuesday, December 27 Wednesday, December 28 Thursday, December 29 Friday, December 30 Monday, January 2	Christmas Day Boxing Day Paid Day Off Paid Day Off New Year's Day Paid Day Off (U.I.C.)
<b>December 25 – Monday</b>	Monday, December 25 Tuesday, December 26 Wednesday, December 27 Thursday, December 28 Friday, December 29 Monday, January 1	Christmas Day Boxing Day Paid Day Off (U.I.C.) Paid Day Off Paid Day Off New Year's Day
<b>December 25 – Tuesday</b>	Monday, December 24 Tuesday, December 25 Wednesday, December 26 Thursday, December 27 Friday, December 28 Monday, December 31 Tuesday, January 1	Paid Day Off (U.I.C.) Christmas Day Boxing Day Paid Day Off Paid Day Off Paid Day Off New Year's Day
<b>December 25 – Wednesday</b>	Wednesday, December 25 Thursday, December 26 Friday, December 27 Monday, December 30 Tuesday, December 31 Wednesday, January 1	Christmas Day Boxing Day Paid Day Off (U.I.C.) Paid Day Off Paid Day Off New Year's Day
<b>December 25 – Thursday</b>	Thursday, December 25 Friday, December 26 Monday, December 29 Tuesday, December 30 Wednesday, December 31 Thursday, January 1 Friday, January 2	Christmas Day Boxing Day Paid Day Off (U.I.C.) Paid Day Off Paid Day Off New Year's Day Paid Day Off
<b>December 25 – Friday</b>	Friday, December 25 Monday, December 28 Tuesday, December 29 Wednesday, December 30 Thursday, December 31 Friday, January 1	Christmas Day Boxing Day Paid Day Off (U.I.C.) Paid Day Off Paid Day Off New Year's Day
<b>December 25 – Saturday</b>	Friday, December 24 Monday, December 27 Tuesday, December 28 Wednesday, December 29 Thursday, December 30 Friday, December 31	Paid Day Off Christmas Day Boxing Day Paid Day Off (U.I.C.) Paid Day Off New Year's Day

## **APPENDIX “A” - EDUCATIONAL ASSISTANT PLACEMENT PROCESS**

The Parties hereto agree that the following shall be affixed to and become part of the existing Collective Agreement as Appendix ‘A’.

### **Educational Assistant Council**

The Council will consist of three (3) representatives of each of the Union and the Board. Each Party will appoint their own representatives. Either Party shall have the right to have additional resource persons attend at their discretion by mutual consent. The role of the Council is to discuss and resolve any unique situations that may arise.

### **Allocations of Positions**

The Superintendent/Co-ordinator/Principal will first determine the number of Educational Assistant hours for each School Group (SG), and then the number of hours of each position assigned to each school within that SG.

Educational Assistant positions, or any combination thereof for one employee, will be a maximum of thirty-five (35) hours per week.

Up to fifty (50) Area Float positions may be designated by the Board as required within the five (5) areas established as North, Centre, Belleville, Bayside/Trenton, and Prince Edward. Floats may also be designated across the five areas where the geographic placement is reasonable if mutually agreeable between the Board and the Union. The junior employee(s) in a school shall assume the float(s) position. All Area Float positions will be assigned a base no later than September 30<sup>th</sup>. All reassignments will be made through the Educational Assistant Council. No employee will be required to move outside of their area except by mutual consent of the parties. Where possible, two working days advance notice of reassignment will be provided unless mutually agreeable between the Board and the Union. It is understood that the number of Area Float positions will not exceed 25% of the total number of EA's.

Mileage will be paid for any driving beyond the normal distance driven by the employee from their home to their assigned base according to board procedure. Mileage claims may be waived with the consent of the Board, the Union, and the employee in cases where a more suitable base location is agreed to after October 1<sup>st</sup>.

Once Educational Assistants have been placed they will be assigned duties by the school administration in accordance with the school profile. It is understood that Educational Assistants may not be reassigned from “school” to “regional program” duties or the reverse except in the case of an emergency or extenuating circumstance (e.g. supervision, toileting, specialized medical needs, etc.).

### **Pre-Placement Process**

A joint meeting of the Educational Assistant Council will occur to review the list of positions proposed and corrections or amendments if any will be made.

At the review meeting, the Board will provide a hard copy of all jobs postings to the Educational Assistant Council.

All surplus and redundant positions will be identified by the Board and notification given to Educational Assistants and the Union with as much notice as possible.

### **Communication Regarding Placement Process**

A joint memo will be distributed to all Educational Assistants, including those on lay-off, prior to the placement process. Such memo will include information regarding the timeline for requesting a transfer, timelines for posting available positions and the Board's website address where jobs will be posted.

The Board will post all job postings on its website by a date to be agreed upon by the Board and the Union, but no later than early June. Such job postings will be immediately updated with changes or additions as they occur. Each job posting will include the school/regional program, hours per week, daily working hours and shift times, and type of position.

### **Placement Process**

All vacant Educational Assistant positions will be selected on the basis of seniority as facilitated through the Educational Assistant Council.

All vacant Educational Assistant positions will be listed by school/regional program, hours per week and daily working hours for bidding in order of seniority. Wherever possible, positions will be combined within a school or between two schools in order to increase individual hours per week.

If there are any Educational Assistants without a position, then they may bump an employee with less seniority, providing they are qualified to perform the work of the employee they are displacing. This provision does not remove the right to bump under Article 11 in the case of lay-offs at any other time than the Placement Process.

The Parties agree that Article 10.02 (seven day notice of vacancy), and Articles 10.09 and 10.10 (trial periods) shall not apply to Educational Assistants at Placement Meetings.

Educational Assistant positions and hours that are established in May/June/July are guaranteed in that specific work site for the remainder of the school year. The Board may make a proposal to the Union to propose alternative arrangements in the event of unforeseen circumstances.

### **Disputes**

Any disputes arising from the placement, regarding employees selecting positions listing special skills and qualifications, shall be adjudicated by the Educational Assistant Council. The Educational Assistant Council must be present at the Placement process. This process does not replace the right of the Union or an employee to use the grievance procedure.

### **Proxy**

There will be no bidding into positions by proxy except by mutual consent of the Parties.

### **Process for Filling Vacancies Between Placement Processes**

Educational Assistant vacancies that occur for any reason between placement processes will be offered in accordance with Article 11.03, subject to paragraph two below. These vacancies will be posted in a November or December Placement Meeting with the assignments commencing in January, and/or if deemed necessary by the Educational Assistant Council, posted in a March Placement Meeting. Technology may be used, upon mutual agreement of the parties, to facilitate such a meeting.

Educational Assistants may only attend the November or December Placement Meeting if there are positions available which have a greater number of hours designated than the employee's current position.

Accordingly, Educational Assistants may only secure an available position if it will result in an increase in hours.

Whenever possible, any additional hours will be offered to the Educational Assistants in the school location in order of seniority, subject to qualifications and availability.

## **APPENDIX "B" - VACATION ENTITLEMENT - CUSTODIAL AND MAINTENANCE**

In order to ensure that all Custodial and Maintenance employees in schools and Couriers are able to plan vacation entitlement during peak periods, and that the Custodial/Maintenance Supervisors are able to approve vacation plans in a fair and consistent manner, the Parties agree to the following process:

Custodial/Maintenance employees employed in school and Couriers should take their vacation entitlement during school vacation periods.

Notwithstanding this requirement, Custodial/Maintenance employees employed in schools and Couriers may take two (2) weeks of their vacation entitlement in each vacation year (January through December) at times other than school vacation periods provided that the building can be maintained and staffed.

Employees must submit their requests for preference of vacation dates by May 1 for the twelve (12) month period beginning July 1 and ending June 30, of the following year. Seniority shall apply.

Seniority shall not apply when an employee fails to make their selection by May 1 for the twelve (12) month period.

Other vacation requests must be submitted not less than fifteen (15) working days in advance of the date that the vacation request is to commence.

Approved vacation entitlement will not be cancelled in order to accommodate a senior employee's request to use banked overtime hours.

**LETTER OF UNDERSTANDING  
RE: JOB EVALUATION**

between

**Hastings and Prince Edward District School Board**

and

**CUPE Local 1022**

WHEREAS the parties agreed in a Letter of Understanding, dated May 12, 2020, to the implementation of internal equity based on the results of a joint job evaluation process; and

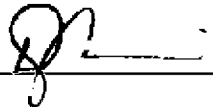
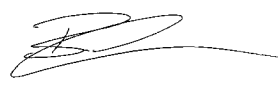
WHEREAS the parties agree to jointly maintain an equitable and non-discriminatory job evaluation process for all jobs with CUPE Local 1022, including new and changed jobs;

THEREFORE, the parties agree to:

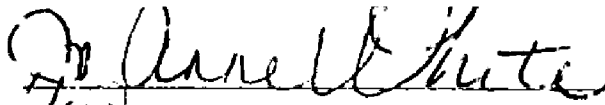
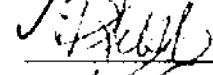
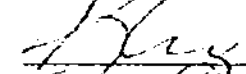
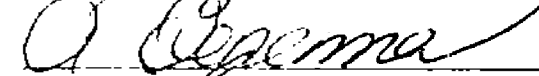




Meet within 90 days of the ratification of the collective agreement to review the terms of reference for the joint job evaluation process. Any changes to the terms of reference will be based on mutual agreement.

Dated in Belleville, this 14<sup>th</sup> Day of December, 2022

For the Board:

  
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For the Union

  
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**LETTER OF AGREEMENT  
RE: VACATION PLANNING**

Between

**Hastings and Prince Edward District School Board**

and

**CUPE Local 1022**

WHEREAS the employer and the Union agree that it is beneficial to allow for planned vacation on an annual basis.

WHEREAS Article L19 in the collective agreement outlines the provisions for vacation entitlements and approval.


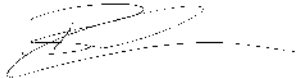
THEREFORE, the parties agree as follows:

On a department-by-department basis, the employer may request that employees provide an annual vacation plan for a twelve-month period. Where this occurs, the department will provide employees with one (1) month to make vacation requests. The department will provide approvals no later than 30 calendar days following the deadline for submissions. Where two or more employees request vacation for the same time, seniority will be the predominant factor for approvals. An employee may make changes to their vacation plan, in consultation with their supervisor, after they have received initial approval. Any changes made to the initial vacation approval shall not affect the approved vacation of any other employee.

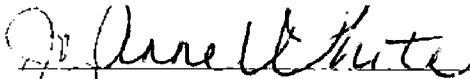
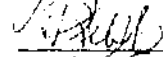
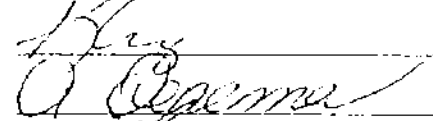
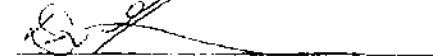
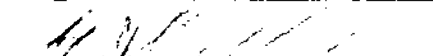
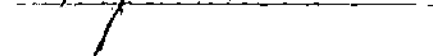
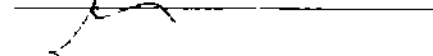
The parties agree to review the vacation scheduling process on an annual basis.

Dated in Belleville this 14<sup>th</sup> day of December, 2022.

For the Board

  
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For the Union

  
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**LETTER OF AGREEMENT  
RE: LABOUR MANAGEMENT MEETINGS**

Between

**Hastings and Prince Edward District School Board**

and

**CUPE Local 1022**

The parties agree to a Labour Management meeting that will be held within 90 days of ratification, where the parties will discuss the following topics:

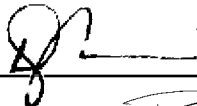
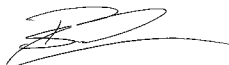
- Union involvement in employee orientation
- Long Term Disability plan for Jurisdictional Groups B and C
- Collaboratively review EA Placement process
- Review lunch break/split shifts in schools

The parties agree that continuing discussions at Labour Management meetings will occur as required.

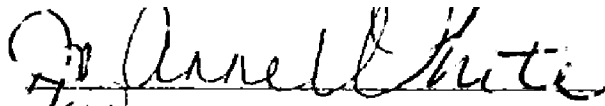
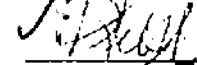

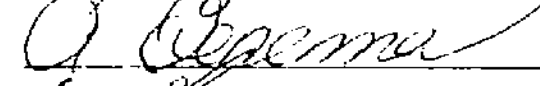

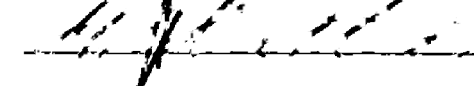
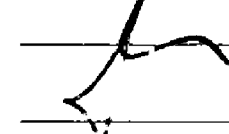
The parties agree that this letter will expire on August 31, 2026.

Dated in Belleville this 14<sup>th</sup> day of December, 2022

For the Board

  
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For the Union

  
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**NEW LETTER OF UNDERSTANDING  
Between**

**THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL  
1022**

1. Resulting from the bargaining process for the 2014-2017 Collective Agreement, the parties undertook a job evaluation exercise wherein all classifications within the bargaining unit were reviewed during the term of the collective agreement. Classifications were evaluated using the Hastings and Prince Edward District School Board and CUPE Local 1022 jointly negotiated job evaluation plan. This exercise was completed.
2. The parties entered into a Memorandum of Agreement dated April 16, 2018 that resulted in the implementation of pay equity based on the results of the evaluation process. Pay equity adjustments were paid retroactive to September 1, 2017.
3. In the April 16, 2018 Memorandum, the parties agreed that issues of internal equity arising from this evaluation process would be discussed and would be an issue for negotiation in the round of collective bargaining for a renewal of the collective agreement which expires August 31, 2019.

Therefore:

1. The parties agree that the Board will make internal equity adjustments to identified job classes by implementing Schedule 'A' Wages and Classifications going forward, without undue delay but no later than June 25, 2020.
2. All job classifications that have a negative internal equity adjustment shall remain at their current pay rate until such time the rate becomes equal to that of the new band rate of pay and shall receive half of the negotiated across-the-board wage increases as a lump sum payment, calculated as of August 31<sup>st</sup> of each year of this agreement. Lump sum payments will be processed through payroll on the subsequent corresponding pay period, and no later than September 30<sup>th</sup> of each year.
3. The parties agree to jointly utilize an equitable and non-discriminatory job evaluation process for all jobs with CUPE Local 1022, including new and changed jobs, in order to maintain accurate job ratings on an ongoing basis and ensure compliance with government legislation and achieve Equal Pay for Work of Equal Value. The terms of this joint process will be negotiated by January 31, 2021 of the date of execution of this agreement.

For clarity, the lump sum will be calculated as follows:

- Red-circled hours paid for the period of September 2019 through August 31, 2020 x 0.5 percent to be processed no later than September 30, 2020;
- Red-circled hours paid for the period of September 2020 through August 31, 2021 x 0.5 percent to be processed no later than September 30, 2021;
- Red-circled hours paid for the period of September 2021 through August 31, 2022 x 0.5 percent to be processed no later than September 30, 2022.

The classifications affected by the Letter of Understanding are as follows:

Red-circled rates*	
Job No.	Job Title
56	Mail Print Clerk
84	Groundskeeper, Maint. "A" Lead Hand
142	Information & Technology Analyst
181	Lead Hand without Custodian

Green-circled rates**	
Job No.	Job Title
11	Secretary, Curriculum Services
27	Maintenance Mechanic
23	Secretary (Without Office Assistant)
26	Educational Assistant
70	Building Controls Technician
117	Intervenor/ EA (for Deaf/Blind Student)
24	Secretary (With Office Assistant)
36	Carpenter, Maint. Lead Hand
40	Plumber, Maint. "A"
88	Electrician, Maintenance "A"
162	Digital Communications Specialist
179	Building Controls /Fire Alarm Technician
39	Plumber, Maint. "A" Lead Hand/ Gas fitter
71	Outdoor Education Liaison
103	Computer Systems and Network Technologist
188	Accounting/Procurement Analyst

\*Red-circled rate: where the existing pay rate is higher than the newly established band rate.

\*\*Green-circled rate: where the existing pay rate is lower than the newly established band rate.

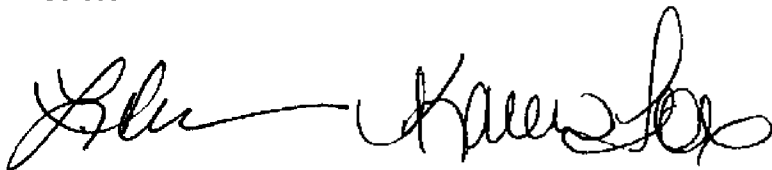
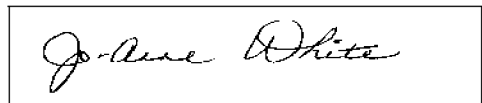
Should Bill 124 override this proposed internal equity settlement, all classifications will receive the 1% across- the-board wage increase.

Signed electronically, this 12 day of May 2020.

ON BEHALF OF THE BOARD:

ON BEHALF OF THE UNION:

M.P.Sereda

# HISTORICAL LETTER OF UNDERSTANDING RE: JOB EVALUATION

## LETTER OF UNDERSTANDING- RE: JOB EVALUATION

Between

**THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1022**

The parties agree that the Joint Job Evaluation Committee will establish a schedule for all positions in the bargaining unit to be reviewed during the term of the collective agreement.

Signed at Belleville this \_\_\_\_\_ day of March, 2018.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

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# HISTORICAL LETTER OF UNDERSTANDING RE: CASUAL SENIORITY LIST

## LETTER OF UNDERSTANDING- RE: CASUAL SENIORITY LIST

Between

**THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1022**

The parties agree for the purposes of calculating casual seniority for a seniority list, as described in the central terms that the following will apply:

1. Casual seniority shall be calculated by taking the total number of days worked as a casual employee retroactive to September 1, 2014.
2. There shall be three seniority lists, namely one for each Jurisdiction Group A, B and C
3. When two (2) or more casuals have the same seniority credits, the Board will forward the names and addresses of the employees and the positions awarded to the Union. The Union shall draw the names of the casual employees by lot at a regular or special meeting of the Union. The casual employee whose name is chosen earlier shall be deemed to have greater seniority. The Union will advise the Board of the outcome and the Board shall be entitled to rely upon the results as provided.

Signed at Belleville this \_\_\_\_\_ day of March, 2018.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

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# HISTORICAL LETTER OF AGREEMENT RE: STAFFING

## LETTER OF AGREEMENT

Between

**THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1022**

### RE: STAFFING

For the term of this Agreement, employees of record in Jurisdictional Groups A and B, as at August 31, 2007 shall be guaranteed their current hours per week.

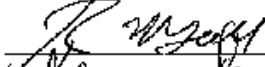
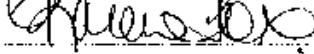
It is further agreed that, except as a result of the Annual Placement Meetings outlined in Appendix "B", employees in Jurisdictional Group C shall be guaranteed the hours per week that apply to each employee of record as August 31, 2007.

No guarantees apply for temporary or casual employees.


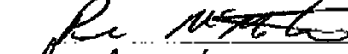

The number of FTE's in the bargaining unit as May 2008 is 611.9.

Signed at Belleville this 30 day of April, 2009.

ON BEHALF OF THE EMPLOYER:

  
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ON BEHALF OF THE UNION:

  
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**HISTORICAL LETTER OF UNDERSTANDING  
RE: STAFFING FUNDING ENHANCEMENT 2011-12 (EDUCATIONAL  
ASSISTANTS)**

**LETTER OF UNDERSTANDING**

**Between**

**THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1022**

**RE: STAFFING FUNDING ENHANCEMENT FOR 2011-12  
(EDUCATIONAL ASSISTANTS)**

WHEREAS the government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2011-12 the benchmark salary for Educational Assistants in the Elementary Pupil Foundation Grant in the GSN by 16.67% and the Special Education Per Pupil Amount (SEPPA) in the GSN as follows: JK to Grade 3 benchmark: \$86.55; Grade 4 to Grade 8 benchmark: \$66.62; Secondary benchmark: \$41.09;

WHEREAS the Government will require that this funding enhancement be used, in 2011-12, in the manner described below;

Subject to the above, in 2011-12, the Board will apply this enhanced funding plus the 2011-12 funding for supervision, up to the value of the Board's share, as follows:

- Fully offset the cost of the number of paid working days on the approved school year calendar for Educational Assistants to 194 (no offset is necessary);
- Increase the number of hours worked by Educational Assistants up to seven (7) hours per day, subject to the remaining funds available to the Board under this enhancement. Based on a 2008/2009 FTE of 286 (FTE = 30 hours/week) the equivalent of seventy-five percent (75%) or 214.5 FTE (FTE = 30 hours/week) could be increased to seven (7) hours per day. Estimate to be revised when actual funding regulations are known. The Board shall share the actual calculations and application of the actual enhancement when those figures are finalized.

The use of incremental hours for Educational Assistants must include scheduled supervision of students or before/after school homework support.

Nothing in this Letter of Understanding shall prevent the Board from maintaining existing homework support programs operated by volunteers, unless stated otherwise in this Collective Agreement.

.../page two

**LETTER OF UNDERSTANDING**

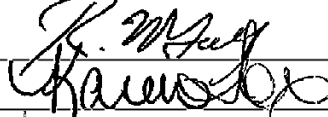
**RE: STAFFING FUNDING ENHANCEMENT FOR 2011-12**  
**(EDUCATIONAL ASSISTANTS)**

**Page Two**


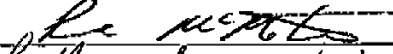

Principals shall have the flexibility to assign these hours in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Educational Assistants' working conditions.

Signed at Belleville this 30 day of April, 2009.

ON BEHALF OF THE EMPLOYER:

  
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ON BEHALF OF THE UNION:

  
  
  
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# **HISTORICAL LETTER OF UNDERSTANDING RE: STAFFING FUNDING ENHANCEMENT 2009-10 (CUSTODIAL/MAINTENANCE STAFF – SCHOOL OPERATIONS)**

## **LETTER OF UNDERSTANDING**

**Between**

**THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1022**

### **RE: STAFFING FUNDING ENHANCEMENT FOR 2009-10 (CUSTODIAL/MAINTENANCE STAFF – SCHOOL OPERATIONS)**

WHEREAS the government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-10 the School Operations benchmark per square meter by \$1.41;

WHEREAS the Government will require that this funding enhancement in 2009-10 be fully used to address the workload of Custodial/Maintenance/Skilled Trades;

Subject to the above, in 2009-10, the Board will apply this enhanced funding, up to the value of the Board's share, in the following order:

- Offset staff reductions in Custodial/Maintenance/Skills Trades that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment (\$46,598 – estimate to be revised when actual student enrolment and funding regulations are known. If revisions are required, the Board will share the actual calculations and application of the actual enhancement when those figures are finalized.);
- Use all remaining funds to hire additional unionized Board-employed Custodial/Maintenance/Skilled Trades staff in 2009-10 (\$279,624 estimate to be revised when actual student enrolment and funding regulations are known. If revisions are required, the Board will share the actual calculations and application of the actual enhancement when those figures are finalized.)

As of May 27, 2008 the Custodial/Maintenance/Skilled Trades/Building Security staff full-time equivalent (fte) staffing levels were 171 fte.

.../page two

**LETTER OF UNDERSTANDING**

**RE: STAFFING FUNDING ENHANCEMENT FOR 2009-10**  
**(CUSTODIAL/MAINTENANCE STAFF – SCHOOL OPERATIONS)**

**Page Two**

Signed at Belleville this 30 day of April, 2009.

ON BEHALF OF THE EMPLOYER:

[Handwritten Signature]  
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ON BEHALF OF THE UNION:

[Handwritten Signature]  
[Handwritten Signature]  
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**HISTORICAL LETTER OF UNDERSTANDING RE: STAFFING FUNDING ENHANCEMENT 2009-10 (OFFICE SUPPORT STAFF – ELEMENTARY SCHOOL SECRETARY)**

**LETTER OF UNDERSTANDING**

Between

**THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1022**

**RE: STAFFING FUNDING ENHANCEMENT FOR 2009-10  
(OFFICE SUPPORT STAFF – ELEMENTARY SCHOOL SECRETARY)**

WHEREAS the government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase the 2009-10 funding for Office Support Staff in elementary schools through the elementary component of the School Foundation Grant;

WHEREAS the Government will require that this funding enhancement be used in 2009-10, in the manner described below:

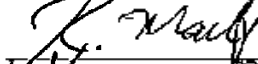

Subject to the above, in 2009-10, the Board will apply this enhanced funding, up to the value of the Board's share, in the following order:

- Offset staff reductions in School Office and Board Administration Support Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;
- Use all remaining funds to ensure that elementary schools with an Average Daily Enrolment of more than one hundred (100) students have an Office Staff person working thirty-five (35) hours/week; and/or hire additional unionized Board-employed Elementary School Office Support Staff in 2009-10.


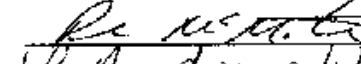

Based on the estimated calculations and a subsequent shortfall of \$29,833 there is no anticipated hiring of additional elementary support staff.

Signed at Belleville this 30 day of April, 2009.

ON BEHALF OF THE EMPLOYER:

  
  
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ON BEHALF OF THE UNION:

  
  
  
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# HISTORICAL LETTER OF UNDERSTANDING RE: BENEFIT IMPROVEMENTS

## LETTER OF UNDERSTANDING

Between

**THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1022**

### RE: BENEFIT IMPROVEMENTS

Whereas the government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2010-11, the benefit benchmark by .26%;

The Parties agree that the estimated funding enhancement for benefits is \$295,113.00 and the allocation of the CUPE bargaining unit's proportional share of this amount is calculated as the ratio between the CUPE bargaining units FTE to the total FTE of the Board's unionized and non-unionized employees, excluding occasional teachers, as will be reported in the Board's 2008-2009 financial statements.

It is estimated the proportional share for members of CUPE is \$98,450. The foregoing estimate will be revised if and as necessary when the actual funding regulations are known. The Board shall share the actual calculations when those figures are finalized.

The Parties agree to the establishment of a joint committee comprised of three (3) members each to investigate and make recommendations regarding the application of the benefit enhancement(s) that will become effective commencing in September 1, 2010.

The potential benefit enhancements for investigation are prioritized as follows:

1. Vision Care
2. Extended Health Care physiotherapy, chiropractic, therapeutic massage
3. Hearing Aids
4. Long Term Disability Improvements
5. Dental
6. Reduction in employee share of extended health care premiums
7. Life Insurance

.../page two

LETTER OF UNDERSTANDING

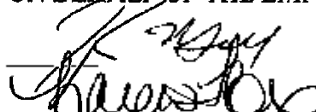
RE: BENEFIT IMPROVEMENTS


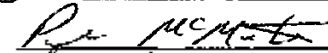

Page Two

Signed at Belleville this 30 day of April, 2009.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

  
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# HISTORICAL LETTER OF UNDERSTANDING RE: OMERS LANGUAGE REGARDING DEFINITION OF CONTRIBUTORY EARNINGS

## LETTER OF UNDERSTANDING

Between

THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1022

### RE: OMERS LANGUAGE REGARDING DEFINITION OF 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.

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, commissions);
- market value adjustments (e.g., percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g., flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;

.../page two

**LETTER OF UNDERSTANDING**

**RE: OMERS LANGUAGE REGARDING  
DEFINITION OF CONTRIBUTORY EARNINGS**

Page two

**Definition of Contributory Earnings: (continued)**

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

LETTER OF UNDERSTANDING

RE: OMERS LANGUAGE REGARDING  
DEFINITION OF CONTRIBUTORY EARNINGS

Page three

Signed at Belleville this 30 day of April, 2009.

ON BEHALF OF THE EMPLOYER:

*J. M. [unclear]*  
*Cheney*  
\_\_\_\_\_  
\_\_\_\_\_

ON BEHALF OF THE UNION:

*D. [unclear]*  
*Re [unclear]*  
*Rudolph [unclear]*  
\_\_\_\_\_

## HISTORICAL APPENDIX “A” – SICK LEAVE

SEE CENTRAL AGREEMENT – C6.00 – SICK LEAVE
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The Parties hereto agree that the following shall be affixed to and become part of the existing Collective Agreement as Appendix ‘A’:

1. **Short Term Sick Leave Plan**

The current Sick Leave Credit Plan provided in the Collective Agreement shall remain unchanged except that:

- (i) effective upon ratification of this Agreement the Board will administer sick leave Bank “C” in consultation with a representative as designated by the Union;
- (ii) in the event that the balance in Bank “C” approaches zero the Parties shall meet forthwith to negotiate the manner in which the balance can be restored to a sufficient level.

2. **Sick Leave Paid from Accumulated Personal Credits**

An employee who suffers an illness, injury or disability which necessitates absence from work shall be entitled to be paid sick leave in accordance with the provisions of Article 19.07 of the Collective Agreement.

3. **Sick Leave Paid from the Group Sick Leave Bank**

An employee, with not less than five (5) years of continuous service, who exhausts all accumulated personal credits and who remains unable to return to work, may make application to the Superintendent of Human Resources or designate to have further leave compensated by the expenditure of credits from the Group Sick Leave Bank.

The applicant shall provide the Superintendent of Human Resources or designate with any and all information it may reasonably require to ensure fair and proper adjudication of the claim.

4. **Information to be provided upon Application**

Consideration of access to the Group Sick Leave Bank “C” will be through consultation with a representative of the Union of the information supplied by the applicant. That information shall include, but not be limited to, a comprehensive medical report from a certified practitioner detailing diagnosis and prognosis, confirmation of application to L.T.D., other disability compensation sources (such as Canada Pension Plan, WSIB, Veterans Affairs and Employment Insurance), including a declaration of any income received and evidence that the condition precludes the performance of the employee’s job and any modified work program as offered by the Employer.

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5. **Onus: Burden of Proof**

In applying to the Superintendent of Human Resources or appealing the Superintendent's decision, the employee bears the burden of proving incapacity.

6. **Amount of Compensation**

Where the Superintendent allows an employee's claim for coverage by the expenditure of credits from the Group Sick Leave Bank, the employee would receive an amount equivalent to what they would receive from Long Term Disability Benefits for each expended credit. Compensation through the expenditure of credits from Bank "C" is limited to the time from when the employee has exhausted all other credits and disability income, that may be available, until such time as they have returned to work or exhausted the waiting period for Long Term Disability Benefits.

7. **Claimants Rights to Appeal**

A claimant employee who wishes to dispute a decision of the Superintendent of Human Resources or designate relating to entitlement has the right to:

- (i) appeal to the Superintendent to reconsider its decision;
- (ii) refer the dispute to the Director of Education;
- (iii) refer the dispute to a trustee committee of the Board for a final and binding decision.

8. **Long Term Disability Benefits**

Long Term Disability Benefits will be provided in accordance with the specifications of the plan referenced in Article 21.06 a) and b) of this Collective Agreement. Long Term Disability Benefits are available to employees in Group 'A' after one year, and to employees in Groups 'B' and 'C' after sixty days from the first date of absence related to the disability.

9. **Reconciliation**

Annually the Board will advise the Union in writing of the number of days used in that year, and the number of days remaining in the Bank.

## HISTORICAL LANGUAGE RE: CALCULATION OF EARNED RETIREMENT SUPPLEMENT

- 20.01 (1) An employee who has not less than five (5) years continuous full-time service with the Board and
- (i) who ceases to be employed for reasons of ill health acceptable to the Board, or;
  - (ii) retires at age fifty-five (55) or older, with or without pension entitlement under the Ontario Municipal Employees' Retirement System,

shall be eligible to receive a retirement supplement based upon the following formula,

$$RS = \frac{1}{2} \text{ of } \frac{CSL}{240} \times S \times \frac{N}{20}$$

**WHERE:** RS is the amount of retirement supplement:

CSL is the sum of the balance from the accumulated sick leave credits accrued pursuant to Article 19.07 (2) (b) (i) and the balance of supplementary sick leave credits accrued pursuant to Article 19.07 (2) (b) (ii) to a maximum of 240 days;

S is the employee's annual salary at the time of retirement;

N is the number of years of full-time service with this Board to a maximum of twenty (20) years.

Subject to applicable Sections of the Education Act, limiting the amount of the supplement to a maximum of one-half (½) years earnings at the rate received by the employee immediately prior to termination of employment.

- (2) The retirement supplement shall be paid after retirement according to a mutual arrangement between the Board and the employee but payment shall not be deferred for a period longer than twelve (12) months.
- (3) In the event of the death of an employee after the termination of the employee's employment in the service of this Board any allowance or benefit for which the employee is eligible under the retirement supplement plan and which remains unpaid shall be paid to the employee's estate.
- (4) Where a full-time retires from the Board's service and where because of this the employee would not be able to complete the required minimum of five (5) consecutive years of full-time service with the Board, the Director of Education may authorize the granting of a Retirement Supplement in accordance with the other conditions contained in this plan.

## HISTORICAL LANGUAGE RE: BENEFITS

### 22.02 **Extended Health Care**

The Board shall pay seventy-five (75%) per cent of the premium cost necessary to enroll full-time employees in the Extended Health Care Plan (including private coverage and the drug plan) and all full-time employees hereby consent to having the remaining twenty-five (25%) per cent of the cost of such premiums deducted from their pay deposits.

### 22.03 **Vision Care and Out-of-Province Coverage**

The Board shall pay one hundred (100%) per cent of the premium cost necessary to enroll all employees in the Vision Care rider (\$300/24 with a defined twenty-four (24) month period, inclusive of but not limited to eye examinations, laser surgery and eyewear) and Deluxe Travel Plan rider of the Extended Health Care Plan.

### 22.04 **Dental Plan**

The Board shall pay one hundred (100%) of the premium cost necessary to enroll all full-time employees for a Basic Dental Plan at current O.D.A. rates less one (1) year. In addition the Board shall pay one hundred (100%) per cent of the cost necessary for the Ortho and Major Restoration Rider, including pit and fissure, of the Dental Plan.

### 22.05 **Life Insurance**

The Board will pay one hundred (100%) per cent of the premiums necessary to enroll full-time employees for a Life Insurance Plan in the amount of forty thousand dollars (\$40,000.00) for each employee. Supplementary insurance of sixty thousand dollars (\$60,000.00) may be requested and paid for by the employee, if approved. Employees currently enrolled in supplementary insurance of one hundred thousand dollars (\$100,000.00) may continue that level of coverage.

The Board will make available at the employee's option, forty thousand dollars (\$40,000.00) Accidental Death and Dismemberment Insurance for which the employee will pay the premium cost necessary.

# EXCERPT FROM THE EMPLOYMENT STANDARDS ACT, PART XIV, PREGNANCY AND PARENTAL LEAVE

## PREGNANCY AND PARENTAL LEAVE

### Definitions:

45. In this Part,

“parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own, and “child” has a corresponding meaning; (“père ou mère”)

“spouse” means,

- (a) a spouse as defined in section 1 of the *Family Law Act*, or
- (b) either of two persons who live together in a conjugal relationship outside marriage. (“conjoint”) 2000, c. 41, s. 45; 2001, c.9, Sched. I, s. 1 (9); 2004, c. 15, s. 2; 2005, c. 5, s. 23.

## PREGNANCY LEAVE

### Pregnancy leave:

46. (1) A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment. 2000, c. 41, s. 46 (1).

### **When leave may begin**

- (2) An employee may begin her pregnancy leave no earlier than the earlier of,
- (a) the day that is 17 weeks before her due date; and
  - (b) the day on which she gives birth. 2000, c. 41, s. 46 (2).

### **Exception**

- (3) Clause (2) (b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage. 2000, c. 41, s. 46 (3).

### **Latest day for beginning pregnancy leave**

- (3.1) An employee may begin her pregnancy leave no later than the earlier of,
- (a) her due date; and
  - (b) the day on which she gives birth. 2001, c. 9, Sched. I, s. 1(10).

### **Notice**

- (4) An employee wishing to take pregnancy leave shall give the employer,
- (a) written notice at least two weeks before the day the leave is to begin; and
  - (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date. 2000, c. 41, s. 46 (4).

**Notice to change date**

- (5) An employee who has given notice to begin pregnancy leave may begin the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
  - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c. 41, s. 46 (5).

**Same, complication, etc.**

- (6) If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,
- (a) written notice of the day the pregnancy leave began or is to begin; and
  - (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,
    - (i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date,
    - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage. 2000, c. 41, s. 46 (6).

**End of pregnancy leave**

47. (1) An employee's pregnancy leave ends,
- (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
  - (b) if she is not entitled to parental leave, on the day that is the later of,
    - (i) 17 weeks after the pregnancy leave began, and
    - (ii) six weeks after the birth, still-birth or miscarriage. 2000, c. 41, s. 47 (1).

**Ending leave early**

- (2) An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave. 2000, c. 41, s. 47 (2).

**Changing end date**

- (3) An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
  - (3) (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c. 41, s. 47 (3).

**Employee not returning**

- (4) An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c. 41, s. 47 (4).

**Exception**

- (5) Subsection (4) does not apply if the employer constructively dismisses the employee. 2000, c. 41, s. 47 (5).

## **PARENTAL LEAVE**

### **Parental leave**

**48. (1)** An employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time. 2000, c. 41, s. 48 (1).

### **When leave may begin**

**(2)** An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time. 2000, c. 41, s. 48 (2).

### **Restriction if pregnancy leave taken**

**(3)** An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time. 2000, c. 41, s. 48 (3).

### **Notice**

**(4)** Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin. 2000, c. 41, s. 48 (4).

### **Notice to change date**

**(5)** An employee who has given notice to begin parental leave may begin the leave,

- (a)** on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
- (b)** on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c. 41, s.48 (5).

### **If child earlier than expected**

**(6)** If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,

- (a)** the employee's parental leave begins on the day he or she stops working; and
- (b)** the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work. 2000, c. 41, s. 48 (6).

### **End of parental leave**

**49. \_\_\_\_ (1)** An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise. 2000, c. 41, s. 49 (1).

### **Ending leave early**

**(2)** An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave. 2000, c. 41, s. 49 (2).

### **Changing end date**

**(3)** An employee who has given notice to end his or her parental leave may end the leave,

- (a)** on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
- (b)** on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c. 41, s. 49 (3).

**Employee not returning**

- (4) An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c. 41, s. 49 (4).

**Exception**

- (5) Subsection (4) does not apply if the employer constructively dismisses the employee. 2000, c. 41, s. 49 (5).

**Reinstatement:**

53. Upon the conclusion of an employee's leave under this Part, the employer shall reinstate the employee to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not. 2000, c. 41, s. 53 (1).

# EXCERPT FROM THE EMPLOYMENT STANDARDS ACT, ARTICLE 49.3 – FAMILY CAREGIVER LEAVE

## FAMILY CAREGIVER LEAVE

### Definitions

49.3 (1) In this section,

“qualified health practitioner” means,

(a) a person who is qualified to practise as a physician, a registered nurse or a psychologist under the laws of the jurisdiction in which care or treatment is provided to the individual described in subsection (5), or

(b) in the prescribed circumstances, a member of a prescribed class of health practitioners;

“week” means a period of seven consecutive days beginning on Sunday and ending on Saturday. (“semaine”) 2014, c. 6, s. 3.

### Entitlement to leave

(2) An employee is entitled to a leave of absence without pay to provide care or support to an individual described in subsection (5) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition. 2014, c. 6, s. 3.

### Serious medical condition

(3) For greater certainty, a serious medical condition referred to in subsection (2) may include a condition that is chronic or episodic. 2014, c. 6, s. 3.

### Same

(4) An employee is entitled to take up to eight weeks leave under this section for each individual described in subsection (5) in each calendar year. 2014, c. 6, s. 3.

### Application of subs. (2)

(5) Subsection (2) applies in respect of the following individuals:

1. The employee’s spouse.
2. A parent, step-parent or foster parent of the employee or the employee’s spouse.
3. A child, step-child or foster child of the employee or the employee’s spouse.
4. A grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee’s spouse.
5. The spouse of a child of the employee.
6. The employee’s brother or sister.
7. A relative of the employee who is dependent on the employee for care or assistance.
8. Any individual prescribed as a family member for the purpose of this section. 2014, c. 6, s. 3.

### Advising employer

(6) An employee who wishes to take a leave under this section shall advise his or her employer in writing that he or she will be doing so. 2014, c. 6, s. 3.

### Same

(7) If the employee must begin the leave before advising the employer, the employee shall advise the employer of the leave in writing as soon as possible after beginning it. 2014, c. 6, s. 3.

### Copy of certificate

(8) If requested by the employer, the employee shall provide the employer with a copy of the certificate referred to in subsection (2) as soon as possible. 2014, c. 6, s. 3.

Leave under ss. 49.1, 49.4, 49.5 and 50

(9) An employee's entitlement to leave under this section is in addition to any entitlement to leave under sections 49.1, 49.4, 49.5 and 50. 2014, c. 6, s. 3.

# EXCERPT FROM THE EMPLOYMENT STANDARDS ACT, ARTICLE 49.4 – CRITICALLY ILL CHILD CARE LEAVE

## CRITICALLY ILL CHILD CARE LEAVE

### Definitions

49.4 (1) In this section,

“child” means a child, step-child, foster child or child who is under legal guardianship, and who is under 18 years of age;

“critically ill child” means a child whose baseline state of health has significantly changed and whose life is at risk as a result of an illness or injury;

“qualified health practitioner” means,

(a) a person who is qualified to practise as a physician, a registered nurse or a psychologist under the laws of the jurisdiction in which care or treatment is provided to the individual described in subsection (2), or

(b) in the prescribed circumstances, a member of a prescribed class of health practitioners;

“week” means a period of seven consecutive days beginning on Sunday and ending on Saturday.

(“semaine”) 2014, c. 6, s. 3.

### Entitlement to leave

(2) An employee who has been employed by his or her employer for at least six consecutive months is entitled to a leave of absence without pay to provide care or support to a critically ill child of the employee if a qualified health practitioner issues a certificate that,

(a) states that the child is a critically ill child who requires the care or support of one or more parents; and

(b) sets out the period during which the child requires the care or support. 2014, c. 6, s. 3.

### Same

(3) Subject to subsections (4) and (5), an employee is entitled to take up to 37 weeks leave under this section to provide care or support to a critically ill child of the employee. 2014, c. 6, s. 3.

### Same — period less than 37 weeks

(4) If the certificate described in subsection (2) sets out a period of less than 37 weeks, the employee is entitled to take a leave only for the number of weeks in the period specified in the certificate. 2014, c. 6, s. 3.

### Same — more than one child critically ill

(5) If more than one child of the employee is critically ill as the result of the same event, the employee is not entitled to take a leave for a longer period than the period that would otherwise apply under subsection (3) or (4). 2014, c. 6, s. 3.

### When leave must end

(6) Subject to subsections (7) and (8), a leave under this section ends no later than the last day of the period specified in the certificate described in subsection (2). 2014, c. 6, s. 3.

### Limitation period

(7) If the period specified in the certificate described in subsection (2) is 52 weeks or longer, the leave ends no later than the last day of the 52-week period that begins on the earlier of,

(a) the first day of the week in which the certificate is issued; and

(b) the first day of the week in which the child in respect of whom the certificate was issued became critically ill. 2014, c. 6, s. 3.

Same — more than one child critically ill

(8) If more than one child of the employee is critically ill as the result of the same event and the period specified in any certificate described in subsection (2) that was issued in respect of any of the children is 52 weeks or longer, the leave ends no later than the last day of the 52-week period that begins on the earlier of,

- (a) the first day of the week in which the first certificate is issued in respect of any of the children; and
- (b) the first day of the week in which the first of the children in respect of whom a certificate was issued became critically ill. 2014, c. 6, s. 3.

Death of child

(9) Subject to subsection (10), if a critically ill child dies while an employee is on a leave under this section, the employee's entitlement to be on leave ends at the end of the week in which the child dies. 2014, c. 6, s. 3.

Same — more than one child critically ill

(10) Subsection (9) does not apply if more than one child of the employee is critically ill as the result of the same event, unless all of the children die while the employee is on leave, in which case the employee's entitlement to be on leave ends at the end of the week in which the last child dies. 2014, c. 6, s. 3.

Total amount of leave

(11) The total amount of leave that may be taken by one or more employees under this section in respect of the same child, or children who are critically ill as the result of the same event, is 37 weeks. 2014, c. 6, s. 3.

Further leave

(12) If one or more children in respect of whom an employee has taken a leave under this section remain critically ill while the employee is on leave or after the employee returns to work, but before the 52-week period described in subsection (7) or (8) expires, the employee is entitled to take an extension of the leave or a new leave if,

- (a) a qualified health practitioner issues an additional certificate described in subsection (2) for the child or children that sets out a different period during which the child or children require care or support;
- (b) the total amount of leave taken in the leave or combined leaves, as the case may be, does not exceed 37 weeks; and
- (c) the leave ends no later than the last day of the period described in subsection (7) or (8). 2014, c. 6, s. 3.

Additional leaves

(13) If one or more children in respect of whom an employee has taken a leave under this section remain critically ill after the 52-week period described in subsection (7) or (8) expires, the employee is entitled to take another leave and the requirements of this section apply to the new leave. 2014, c. 6, s. 3.

Advising employer

(14) An employee who wishes to take a leave under this section shall advise his or her employer in writing that he or she will be doing so and shall provide the employer with a written plan that indicates the weeks in which he or she will take the leave. 2014, c. 6, s. 3.

Same

(15) If an employee must begin a leave under this section before advising the employer, the employee shall advise the employer of the leave in writing as soon as possible after beginning it and shall provide the employer with a written plan that indicates the weeks in which he or she will take the leave. 2014, c. 6, s. 3.

Same — change in employees plan

(16) An employee may take a leave at a time other than that indicated in the plan provided under subsection (14) or (15) if the change to the time of the leave meets the requirements of this section and,

(a) the employee requests permission from the employer to do so in writing and the employer grants permission in writing; or

(b) the employee provides the employer with such written notice of the change as is reasonable in the circumstances. 2014, c. 6, s. 3.

Copy of certificate

(17) If requested by the employer, the employee shall provide the employer with a copy of the certificate referred to in subsection (2) as soon as possible. 2014, c. 6, s. 3.

Leave under ss. 49.1, 49.3, 49.5 and 50

(18) An employee's entitlement to leave under this section is in addition to any entitlement to leave under sections 49.1, 49.3, 49.5 and 50. 2014, c. 6, s. 3.

JOB TITLE	JOB NO.	HRIS TABLE	START	PROB	1 YEAR	2 YEARS	3 YEARS	POINT RANGE
No positions								#1 621-745
No positions		CU02	16.46	18.02	18.81	19.58	20.39	#2 746-870
Mall/Print Clerk	056	CU05	17.89	19.43	20.21	21.00	21.80	#3 871-995
Reception/Secretary	006							
Custodian/Relief Custodian (M)	029	CU07	19.25	20.83	21.59	22.41	23.19	#4 996-1120
Grass Cutter/Custodian (M)	033							
A/V Technician	053							
Technical Clerk - ITS	063	CU11	20.65	22.21	23.00	23.80	24.58	#5 1121-1245
Bus Driver	065							
Student Supervision Monitor	120							
Secretary, Curriculum Services	152							
Hardware Mechanic	001							
Secretary to Mgr/Operations	009							
Office Assistant, Elementary	025							
Maintenance "A" S.S.	028							
Carpenter Maintenance B	038	CU15	22.07	23.62	24.44	25.19	26.02	#6 1246-1370
Maintenance Secretary/Receptionist	050							
Transportation Clerk	066							
Brailist/Support for Deaf & Hard of Hearing Students	126							
Off Asst Intake/Adult Ed	138							
Lead Hand w/o Custodian	181							
Secretary, Curriculum Services	011							
Maintenance Mechanic (M)	027							
Lead Hand Secondary	030							
Lead Hand Elem with Custodian	031							
Carpenter Maint. A	037							
Community Use of Schools Liaison	049							
Secretary (1), Student Services	075							
Secretary (2), Student Services	076	CU19	23.45	25.02	25.83	26.62	27.40	#7 1371-1495
LH Courier/Relief Custodian	083							
Bus Driver L.H.	105							
General Maint/Relief Custodian (M)	114							
Library Technician	121							
Cafeteria Supervisor	124							
Central Resources Clerk	139							
Communicative Disorder Assistant	178							
Relief Lead Hand Custodian	180							
Accounting Analyst - A/P	014							
Office Assistant - Secondary	046							
Transportation Planner	059							
Secretary-Student Success, Curriculum Services	079							
Groundskeeper Maint A	085							
Accounting Analyst	110	CU23	23.51	25.60	26.41	27.45	28.80	#8 1496-1620
Technical Support Assistant	116							
Office Assistant - Adult Education	132							
Buyer	151							
Fundraising Assistant	153							
Preventative Maintenance LH (M)	165							
Capital Data Management Specialist	176							
Secretary w/o Assistant - Elementary	023							
Educational Assistant	026							
IT Infrastructure Technologist	058							
Building Controls Technician (M)	070	CU29	23.58	26.15	27.07	28.27	30.21	#9 1621-1745
Maintenance "A" - NH	086							
EA/Intervenor Deaf/Blind Student	117							
Procurement Specialist	174							
Accounting/Procurement Analyst	188							
Secretary with Assistant, Elementary	024							
Carpenter Maint A Lead Hand (M)	036							
Plumber Maint A	040							
Electrician Maint. "A" Lead Hand	087							
Electrician Maint A	088	CU33	25.18	27.75	28.71	29.72	31.59	#10 1746-1870
Electrician Maintenance A/Fire Alarm Tech	157							
Designated Early Childhood Educator	167							
Building Controls/Fire Alarm Technician	179							
Secretary with Assistant, Secondary	184							
Mechanical Systems Technician	206							
Plumber Maint A LH/Gasfitter 2 (M)	039							
Energy, Environmental & Asbestos Liaison	069							
Outdoor Education Liaison	071	CU35	26.97	29.23	30.52	31.78	33.04	#11 1871-1995
Groundskeeper Maint A Lead Hand	084							
Computer Systems & Networking Technologist	103							
Electrician Maintenance A LH/Fire Alarm Tech	170							
Business Systems Analyst	162	CU37	28.16	30.54	31.86	33.20	34.56	#12 1996-2120
Information & Technology Analyst (M)	142							
Lead Hand Mechanical Systems Technician	195	CU39	29.38	31.84	33.22	34.63	36.03	#13 2121-2245
No positions		CU41	30.57	33.10	34.58	36.04	37.51	#14 2246-2370

Agreed Upon by HPEDSB and CUPE 1022 on March 8, 2024

For the Board

For the Union

JOB TITLE	JOB NO.	HRIS TABLE	START	PROB	1 YEAR	2 YEARS	3 YEARS	POINT RANGE	
No positions								#1	621-745
No positions		CU02	17.46	19.02	19.81	20.58	21.39	#2	746-870
Mail/Print Clerk	056	CU05	18.89	20.43	21.21	22.00	22.80	#3	871-995
Reception/Secretary Custodian/Relief Custodian (M)	006 029	CU07	20.25	21.83	22.59	23.41	24.19	#4	996-1120
Grass Cutter/Custodian (M)	033								
A/V Technician	053								
Technical Clerk – ITS	063	CU11	21.65	23.21	24.00	24.80	25.58	#5	1121-1245
Bus Driver	065								
Student Supervision Monitor	120								
Secretary, Curriculum Services	152								
Hardware Mechanic	001								
Secretary to Mgr/Operations	009								
Office Assistant, Elementary	025								
Maintenance "A" S.S.	028								
Carpenter Maintenance B	038								
Maintenance Secretary/Receptionist	050	CU15	23.07	24.62	25.44	26.19	27.02	#6	1246-1370
Transportation Clerk	066								
Brailist/Support for Deaf & Hard of Hearing Students	126								
Off Asst Intake/Adult Ed	138								
Lead Hand w/o Custodian	181								
Secretary, Curriculum Services	011								
Maintenance Mechanic (M)	027								
Lead Hand Secondary	030								
Lead Hand Elem with Custodian	031								
Carpenter Maint. A	037								
Community Use of Schools Liaison	049								
Secretary (1), Student Services	075								
Secretary (2), Student Services	076								
LH Courier/Relief Custodian	083	CU19	24.45	26.02	26.83	27.62	28.40	#7	1371-1495
Bus Driver L.H.	105								
General Maint/Relief Custodian (M)	114								
Library Technician	121								
Cafeteria Supervisor	124								
Central Resources Clerk	139								
Communicative Disorder Assistant	178								
Relief Lead Hand Custodian	180								
Accounting Analyst – A/P	014								
Office Assistant - Secondary	046								
Transportation Planner	059								
Secretary–Student Success, Curriculum Services	079								
Groundskeeper Maint A	085								
Accounting Analyst	110	CU23	24.51	26.60	27.41	28.45	29.80	#8	1496-1620
Technical Support Assistant	116								
Office Assistant - Adult Education	132								
Buyer	151								
Fundraising Assistant	153								
Preventative Maintenance LH (M)	165								
Capital Data Management Specialist	176								
Secretary w/o Assistant – Elementary	023								
Educational Assistant	026								
IT Infrastructure Technologist	058								
Building Controls Technician (M)	070	CU29	24.58	27.15	28.07	29.27	31.21	#9	1621-1745
Maintenance "A" - NH	086								
EA/Intervenor Deaf/Blind Student	117								
Procurement Specialist	174								
Accounting/Procurement Analyst	188								
Secretary with Assistant, Elementary	024								
Carpenter Maint A Lead Hand (M)	036								
Plumber Maint A	040								
Electrician Maint. "A" Lead Hand	087								
Electrician Maint A	088	CU33	26.18	28.75	29.71	30.72	32.59	#10	1746-1870
Electrician Maintenance A/Fire Alarm Tech	157								
Designated Early Childhood Educator	167								
Building Controls/Fire Alarm Technician	179								
Secretary with Assistant, Secondary	184								
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Plumber Maint A LH/Gasfitter 2 (M)	039								
Energy, Environmental & Asbestos Liaison	069								
Outdoor Education Liaison	071	CU35	27.97	30.23	31.52	32.78	34.04	#11	1871-1995
Groundskeeper Maint A Lead Hand	084								
Computer Systems & Networking Technologist	103								
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Business Systems Analyst	162	CU37	29.16	31.54	32.86	34.20	35.56	#12	1996-2120
Information & Technology Analyst (M)	142								
Lead Hand Mechanical Systems Technician	195	CU39	30.38	32.84	34.22	35.63	37.03	#13	2121-2245
No positions		CU41	31.57	34.10	35.58	37.04	38.51	#14	2246-2370

Agreed Upon by HPEDSB and CUPE 1022 on March 8, 2024

For the Board  For the Union 

JOB TITLE	JOB NO.	HRIS TABLE	START	PROB	1 YEAR	2 YEARS	3 YEARS	POINT RANGE	
No positions								#1	621-745
No positions		CU02	18.46	20.02	20.81	21.58	22.39	#2	746-870
Mail/Print Clerk	056	CU05	19.89	21.43	22.21	23.00	23.80	#3	871-995
Reception/Secretary Custodian/Relief Custodian (M)	006 029	CU07	21.25	22.83	23.59	24.41	25.19	#4	996-1120
Grass Cutter/Custodian (M) AV Technician Technical Clerk – ITS Bus Driver Student Supervision Monitor Secretary, Curriculum Services	033 053 063 065 120 152	CU11	22.65	24.21	25.00	25.80	26.58	#5	1121-1245
Hardware Mechanic Secretary to Mgr/Operations Office Assistant, Elementary Maintenance "A" S.S. Carpenter Maintenance B Maintenance Secretary/Receptionist Transportation Clerk Brailist/Support for Deaf & Hard of Hearing Students Off Asst Intake/Adult Ed Lead Hand w/o Custodian	001 009 025 028 038 050 066 126 138 181	CU15	24.07	25.62	26.44	27.19	28.02	#6	1246-1370
Secretary, Curriculum Services Maintenance Mechanic (M) Lead Hand Secondary Lead Hand Elem with Custodian Carpenter Maint. A Community Use of Schools Liaison Secretary (1), Student Services Secretary (2), Student Services LH Courier/Relief Custodian Bus Driver L.H. General Maint/Relief Custodian (M) Library Technician Cafeteria Supervisor Central Resources Clerk Communicative Disorder Assistant Relief Lead Hand Custodian	011 027 030 031 037 049 075 076 083 105 114 121 124 139 178 180	CU19	25.45	27.02	27.83	28.62	29.40	#7	1371-1495
Accounting Analyst – A/P Office Assistant - Secondary Transportation Planner Secretary–Student Success, Curriculum Services Groundskeeper Maint A Accounting Analyst Technical Support Assistant Office Assistant - Adult Education Buyer Fundraising Assistant Preventative Maintenance LH (M) Capital Data Management Specialist	014 046 059 079 085 110 116 132 151 153 165 176	CU23	25.51	27.60	28.41	29.45	30.80	#8	1496-1620
Secretary w/o Assistant – Elementary Educational Assistant IT Infrastructure Technologist Building Controls Technician (M) Maintenance "A" - NH EA/Intervenor Deaf/Blind Student Procurement Specialist Accounting/Procurement Analyst	023 026 058 070 086 117 174 188	CU29	25.58	28.15	29.07	30.27	32.21	#9	1621-1745
Secretary with Assistant, Elementary Carpenter Maint A Lead Hand (M) Plumber Maint A Electrician Maint. "A" Lead Hand Electrician Maint A Electrician Maintenance A/Fire Alarm Tech Designated Early Childhood Educator Building Controls/Fire Alarm Technician Secretary with Assistant, Secondary Mechanical Systems Technician	024 036 040 087 088 157 167 179 184 206	CU33	27.18	29.75	30.71	31.72	33.59	#10	1746-1870
Plumber Maint A LH/Gasfitter 2 (M) Energy, Environmental & Asbestos Liaison Outdoor Education Liaison Groundskeeper Maint A Lead Hand Computer Systems & Networking Technologist Electrician Maintenance A LH/Fire Alarm Tech	039 069 071 084 103 170	CU35	28.97	31.23	32.52	33.78	35.04	#11	1871-1995
Business Systems Analyst	162	CU37	30.16	32.54	33.86	35.20	36.56	#12	1996-2120
Information & Technology Analyst (M) Lead Hand Mechanical Systems Technician	142 195	CU39	31.38	33.84	35.22	36.63	38.03	#13	2121-2245
No positions		CU41	32.57	35.10	36.58	38.04	39.51	#14	2246-2370




JOB TITLE	JOB NO.	HRIS TABLE	START	PROB	1 YEAR	2 YEARS	3 YEARS	POINT RANGE
No positions								#1 621-745
No positions		CU02	19.46	21.02	21.81	22.58	23.39	#2 746-870
Mail/Print Clerk	056	CU05	20.89	22.43	23.21	24.00	24.80	#3 871 -995
Reception/Secretary	006							
Custodian/Relief Custodian (M)	029	CU07	22.25	23.83	24.59	25.41	26.19	#4 996 -1120
Grass Cutter/Custodian (M)	033							
A/V Technician	053							
Technical Clerk - ITS	063	CU11	23.65	25.21	26.00	26.80	27.58	#5 1121 -1245
Bus Driver	065							
Student Supervision Monitor	120							
Secretary, Curriculum Services	152							
Hardware Mechanic	001							
Secretary to Mgr/Operations	009							
Office Assistant, Elementary	025							
Maintenance "A" S.S.	028							
Carpenter Maintenance B	038							
Maintenance Secretary/Receptionist	050	CU15	25.07	26.62	27.44	28.19	29.02	#6 1246 -1370
Transportation Clerk	066							
Brailist/Support for Deaf & Hard of Hearing Students	126							
Off Asst Intake/Adult Ed	138							
Lead Hand w/o Custodian	181							
Secretary, Curriculum Services	011							
Maintenance Mechanic (M)	027							
Lead Hand Secondary	030							
Lead Hand Elem with Custodian	031							
Carpenter Maint. A	037							
Community Use of Schools Liaison	049							
Secretary (1), Student Services	075							
Secretary (2), Student Services	076							
LH Courier/Relief Custodian	083	CU19	26.45	28.02	28.83	29.62	30.40	#7 1371 -1495
Bus Driver L.H.	105							
General Maint/Relief Custodian (M)	114							
Library Technician	121							
Cafeteria Supervisor	124							
Central Resources Clerk	139							
Communicative Disorder Assistant	178							
Relief Lead Hand Custodian	180							
Accounting Analyst - A/P	014							
Office Assistant - Secondary	046							
Transportation Planner	059							
Secretary-Student Success, Curriculum Services	079							
Groundskeeper Maint A	085							
Accounting Analyst	110	CU23	26.51	28.60	29.41	30.45	31.80	#8 1496 -1620
Technical Support Assistant	116							
Office Assistant - Adult Education	132							
Buyer	151							
Fundraising Assistant	153							
Preventative Maintenance LH (M)	165							
Capital Data Management Specialist	176							
Secretary w/o Assistant - Elementary	023							
Educational Assistant	026							
IT Infrastructure Technologist	058							
Building Controls Technician (M)	070	CU29	26.58	29.15	30.07	31.27	33.21	#9 1621 -1745
Maintenance "A" - NH	086							
EA/Intervenor Deaf/Blind Student	117							
Procurement Specialist	174							
Accounting/Procurement Analyst	188							
Secretary with Assistant, Elementary	024							
Carpenter Maint A Lead Hand (M)	036							
Plumber Maint A	040							
Electrician Maint. "A" Lead Hand	087							
Electrician Maint A	088	CU33	28.18	30.75	31.71	32.72	34.59	#10 1746 -1870
Electrician Maintenance A/Fire Alarm Tech	157							
Designated Early Childhood Educator	167							
Building Controls/Fire Alarm Technician	179							
Secretary with Assistant, Secondary	184							
Mechanical Systems Technician	206							
Plumber Maint A LH/Gasfitter ? (M)	039							
Energy, Environmental & Asbestos Liaison	069							
Outdoor Education Liaison	071	CU35	29.97	32.23	33.52	34.78	36.04	#11 1871-1995
Groundskeeper Maint A Lead Hand	084							
Computer Systems & Networking Technologist	103							
Electrician Maintenance A LH/Fire Alarm Tech	170							
Business Systems Analyst	162	CU37	31.16	33.54	34.86	36.20	37.56	#12 1996-2120
Information & Technology Analyst (M)	142							
Lead Hand Mechanical Systems Technician	195	CU39	32.38	34.84	36.22	37.63	39.03	#13 2121-2245
No positions		CU41	33.57	36.10	37.58	39.04	40.51	#14 2246-2370

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