

**COLLECTIVE AGREEMENT – CENTRAL TERMS (PART A)**

**BETWEEN**



**HURON-PERTH CATHOLIC**  
District School Board

(hereinafter referred to as “the Board”)

**AND**



Local 3615

(hereinafter referred to as “the Union”)

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

*The collective agreement shall consist of two (2) parts:  
Part A – Central Terms and Part B – Local Terms*

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## APPENDIX I CUPE – PART A: CENTRAL TERMS

### **C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT**

#### **C1.1 Separate Central and Local Terms**

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

#### **C1.2 Implementation**

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

#### **C1.3 Parties**

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

#### **C1.4 Single Collective Agreement**

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

### **C2.00 DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **C4.4 Selection of Representatives**

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

#### **C4.5 Mandate of the Committee**

The mandate of the Committee shall be as follows:

a. Dispute Resolution

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

b. Not Adjudicative

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

**C4.6 Role of the Central Parties and Crown**

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

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

b. The Crown shall have the following rights:

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

**C4.7 Referral of Disputes**

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

#### **C4.8 Carriage Rights**

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

#### **C4.9 Responsibility to Communicate**

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

#### **C4.10 Language of Proceedings**

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

#### **C4.11 Definition of Dispute**

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

#### **C4.12 Notice of Disputes**

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

- a. Notice of the dispute shall include the following:

- i. Any central provision of the collective agreement alleged to have been violated.
- ii. The provision of any statute, regulation, policy, guideline, or directive at issue.
- iii. A comprehensive statement of any relevant facts.
- iv. The remedy requested.

#### **C4.13 Referral to the Committee**

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

#### **C4.14 Timelines**

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

#### **C4.15 Voluntary Mediation /Expedited Meditation**

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

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

#### **C4.16 Arbitration**

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #8. Arbitrators on the list will be used in rotation, based on availability. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d. The Parties shall select an arbitrator from the list to subject to their availability to hear the matter within eighteen (18) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within eighteen (18) the parties shall appoint a mutually agreed to arbitrator who is available within eighteen (18) months.
- e. The central parties may refer multiple grievances to a single arbitrator.
- f. The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

#### **C5.00**

#### **BENEFITS**

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

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

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

Post Participation Date, the following shall apply:

#### **C5.1 Eligibility and Coverage**

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

#### **C5.2 Funding**

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

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

#### **C5.3 Cost Sharing**

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

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

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

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

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

**C5.5 Payment in Lieu of Benefits**

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

**C5.6 Benefits Committee**

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

**C5.7 Privacy**

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

**C6.00 SICK LEAVE**

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

**Definitions:**

The definitions below shall be exclusively used for this article.

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

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

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

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

**“Casual Employees”** means,

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

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

**“Fiscal Year”** means September 1 to August 31.

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

**a) Sick Leave Benefit Plan**

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

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

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

**b) Sick Leave Days Payable at 100% Wages**

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

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

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

**d) Eligibility and Allocation**

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

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

**Permanent Employees**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**g) Graduated Return to Work**

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

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

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

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

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

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

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

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

**h) Proof of Illness**

### **Sick Leave Days Payable at 100%**

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

### **Short-Term Disability Leave**

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

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

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

#### **i) Notification of Sick Leave Days**

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

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

##### **Contributions for OMERS Plan Members:**

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

##### **Contributions for OTPP Plan Members:**

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

### **k) Top-up Provisions**

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

This top-up is calculated as follows:

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

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

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

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

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

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

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

### **C7.1 Preamble**

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

### **C7.2 Membership**

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

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

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

### **C7.4 Meetings**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Negotiations Committee**

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

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

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

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

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

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

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

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

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

### **C14.00 SPECIALIZED JOB CLASSES**

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

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

### **C15.00 PROFESSIONAL ACTIVITY DAYS**

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

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

**APPENDIX A**

<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 _____ yyyv</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ yyyv</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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<b>Employee ID:</b>	<b>Telephone No:</b>
<b>Employee Address:</b>	<b>Work Location:</b>

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

First Day of Absence:

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

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

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

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

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

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

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

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

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

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

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

Have you discussed return to work with your patient?

Yes       No

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

Regular full time hours    Modified hours  
 Graduated hours

Start Date:                      **dd    mm    yyyy**



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

Additional or follow up information may be requested as appropriate.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

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

**AND**

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

**Re: Status Quo Central Items**

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

**Issues: To be Updated as Necessary**

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

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

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

**AND**

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

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

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

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

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

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

**STATUTORY/PUBLIC HOLIDAYS**

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

**WSIB TOP-UP**

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

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

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

### **Common Central Provisions**

#### **Maternity Benefits/SEB Plan**

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

#### **SHORT-TERM PAID LEAVES**

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

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

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

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

### **RETIREMENT GRATUITIES**

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

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

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

### **SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD**

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

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

## **LETTER OF UNDERSTANDING #3**

### **BETWEEN**

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

### **AND**

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

### **Re: Job Security: Protected Complement**

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

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

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

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

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

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

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

**PREAMBLE:**

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

**I. MANDATE OF THE COMMITTEE**

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

**II. DELIVERABLES**

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

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

**III. MEMBERSHIP**

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

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

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

#### **IV. CO-CHAIR SELECTION**

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

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

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

**AND**

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

**Re: Sick Leave**

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

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

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

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

**AND**

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

**Re: Central Labour Relations Committee**

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

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

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

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

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

**AND**

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

**RE: List of Arbitrators**

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

English Language:

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

French Language:

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

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

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Provincial Working Group – Health and Safety**

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

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

**LETTER OF UNDERSTANDING # 10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Ministry Initiatives Committee**

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

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

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Bereavement Leave**

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

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

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

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

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Short Term Paid Leave**

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

**LETTER OF AGREEMENT # 13**

**BETWEEN**

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

**and**

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

**and**

**The Crown**

**RE: Learning and Services Continuity and Absenteeism Task Force**

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

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

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

The task force will:

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

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

**COLLECTIVE AGREEMENT – LOCAL (PART B)**

**BETWEEN**



**HURON-PERTH CATHOLIC**  
District School Board

(hereinafter referred to as “the Board”)

**AND**



Local 3615

(hereinafter referred to as “the Union”)

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

## **ARTICLE 1: PREAMBLE**

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

## **ARTICLE 2: MANAGEMENT RIGHTS**

- 2.01 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Board and its administration.

Without limiting the generality of the foregoing, the Employer's rights shall include the right to hire, direct, promote, demote, classify, transfer, suspend and lay-off employees and also the right of the Employer to discipline or discharge any employee for just cause. Provided, however, that a claim of discharge, suspension, demotion or discipline without just cause, by an employee who has acquired seniority, or that the Employer has exercised any of its other rights contrary to the terms of this Agreement, may be the subject of a grievance and dealt with as hereinafter provided.

- 2.02 The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. The methods, processes and means of operation used, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, buildings and machinery are solely and exclusively the responsibility of the Employer, subject to the terms of this Agreement.

The Employer also has the right to make, alter and enforce from time to time rules and regulations to be observed by the employees, but such rules and regulations shall not be contrary to the terms of this Agreement. Copy of rules and regulation to be sent to the secretary of the Union.

## **ARTICLE 3: RECOGNITION AND NEGOTIATIONS**

- 3.01 Bargaining Unit

The Board recognizes the Union as the sole and exclusive bargaining agent for all office and clerical employees, library technicians and educational assistants of the Huron-Perth Catholic District School Board in the Counties of Huron-Perth, save and except supervisors and those above the rank of supervisor and the secretaries to the Director of Education and the Superintendents of the Board and persons for whom any trade union holds bargaining rights as of May 13, 1991.

**ARTICLE 4: UNION MEMBERSHIP REQUIREMENT**

4.01 All Employees to be Members

All employees covered by this Agreement shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of continued employment, all new employees covered by this Agreement shall become and remain members in good standing of the Union within ninety days of employment with the Employer.

4.02 The Union shall be notified of all full-time, part-time permanent or temporary appointments, promotions, demotions, hiring, transfers, layoffs, recalls, resignations, retirements, deaths, or any other terminations of employment affecting the bargaining unit. The union will be provided with a summary of these changes via email, on a bi-weekly basis.

**ARTICLE 5: UNION DUES**

5.01 The Employer shall deduct from every employee covered by this Agreement, any monthly dues, initiation fees or assessment levied in accordance with the Union constitution and/or by-laws, and which are owed to the Union.

5.02 (a) The Union shall provide the Board with a schedule of dues for each class of Employee as soon as they are available. Deductions shall be made from each pay period of each month and the Board shall forward such deductions to the Secretary-Treasurer or designate, of the National Union not later than the 15<sup>th</sup> of the month following the month in which the deductions were made. Such remittance shall be accompanied with an electronic list of the names, and wages, of all employees from whose wages the deductions were made. The list shall also indicate the amount of dues deducted from each employee. The Employer shall forward a copy of this electronic list to the Secretary-Treasurer or designate of the Local.

(b) Two times per year (at September 30 and January 31), the Union shall be provided with a listing of current members, including:

- (i) name
- (ii) address
- (iii) home phone number and/or cellular phone number
- (iv) personal email address, where available and where consent has been provided
- (v) employment status
- (vi) FTE and classification

**ARTICLE 6: COMPLAINT PROCEDURE**

6.01 It is the mutual desire of the Parties hereto that all differences between the Parties arising from the interpretation, application, administration or alleged contravention of the Agreement be settled as quickly as possible, any such differences may be dealt with under this Article.

6.02 An employee or representatives of the Canadian Union of Public Employees in the case of a complaint dealing with the agreement affecting the staff as a whole, may make an inquiry on any matter arising from the interpretation, application, administration or alleged contravention of the Agreement.

- 6.03 If the employee or the representatives of the Canadian Union of Public Employees have a complaint, they shall make a request in writing for a meeting with the appropriate supervisor to discuss the complaint, provided that the request is within twenty (20) working days after the employee or representatives of the Canadian Union of Public Employees become aware of or ought to have become aware of the incident or circumstances giving rise to the complaint.
- 6.04 If such a complaint is not settled between the employee or the representatives of the Canadian Union of Public Employees and the appropriate supervisor within ten (10) working days following the meeting of the two, it shall be treated as a grievance.

#### **ARTICLE 7: PERSONAL FILES**

- 7.01 a) A personal file is defined as any and all documentation the Board has regarding an employee. An employee shall have access during normal business hours to their personal file upon written request to the Director or designate. An employee shall also have access to their personal in-worksite data file. The employee may copy any material contained in these files.
- An appropriate board official shall be present when an employee reviews their file and the employee may be accompanied by an individual of their choice.
- b) Where an employee authorizes, in writing, access to that employee's personal file by another person acting on the employee's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- c) Employees shall receive copies of any materials placed in their personal files.
- d) Copies of any document respecting the performance or conduct of an employee shall be given to the employee.
- e) The signature of an employee on any document respecting the performance or conduct of that employee shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- f) An employee shall have the right to place material in the employee's files.
- g) An employee shall be entitled to append comments to any report.
- h) Where the employee appends comments to a Report, the Board shall provide a copy of the appended comments to all persons who received the original report.
- i) If an employee disputes the accuracy of the contents of the files, the employee can request in writing the removal of the specified material.

#### **ARTICLE 8: GRIEVANCE PROCEDURE**

- 8.01 In the event of a grievance by any employee employed by the Board or any representatives of the Canadian Union of Public Employees, the Employee or the representatives of the Canadian Union of Public Employees shall take the matter up with the Director of Education or designate within ten (10) working days from the date on which the matter became a grievance by submitting a registered letter outlining:
- a) the grievance,

- b) the relevant article or clause of the Agreement being misinterpreted, misapplied or incorrectly administered,
- c) the action which would rectify the situation.

All grievances shall originate from the procedure outlined in Article 6.

- 8.02 The Director of Education or designate shall arrange a meeting with the employee concerned or the representatives of the Canadian Union of Public Employees within five (5) working days of receipt of the letter of grievance.
- 8.03 a) The Director of Education or designate shall give his decision by registered letter to the employee concerned or the representatives of the Canadian Union of Public Employees within five (5) working days after the meeting.
- b) An employee may, if he or she wishes, be accompanied to the meeting with the Director of Education or designate by a person who is a member of the Canadian Union of Public Employees executive.
- 8.04 If a satisfactory settlement is not reached, the employee or the representatives of the Canadian Union of Public Employees may, within ten (10) working days of receipt of the Director of Education or designate's letter, refer the grievance to a special meeting of Board representatives and members of the Union Executive.
- 8.05 Each such committee shall be composed of a maximum of four (4) members.
- 8.06 Such special meeting shall be held within ten (10) working days of receipt by the Secretary of the Board of a written request from the Canadian Union of Public Employees or within such further time as may be mutually agreed upon.
- 8.07 No matter other than the grievance in question shall be discussed except by the mutual consent of the Parties.
- 8.08 Whenever any grievance cannot be settled within ten (10) working days after it has been discussed at such special meeting between the Committees, or within such further time as may be mutually agreed upon, it may be referred to arbitration.
- 8.09 At any stage of the Grievance Procedure, the time limits imposed upon either party may be extended by mutual agreement.
- 8.10 The parties agree that prior to arbitration to request the services of a grievance mediator in attempting to resolve the grievance prior to arbitrating, which cost will be shared equally by both parties.

#### **ARTICLE 9: ARBITRATION PROCEDURE**

- 9.01 When either Party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other Party of the grievance and shall at the same time name one person as its appointee to the Arbitration Board.
- 9.02 The recipient of the notice shall, within five (5) working days of receipt of same, name one person as its appointee to the Arbitration Board. If the recipient fails to name a nominee within

the five (5) working days, the Party requesting arbitration shall apply to the Labour Relations' Board for the appointment of a nominee.

- 9.03 The two (2) appointees shall, within five (5) working days of the appointment of the latter, meet or contact each other in an endeavour to agree upon a third person to act as Chairperson. If the two appointees fail to agree upon a Chairperson within the said five (5) working days, they shall request the Ontario Labour Management Arbitration Commission to appoint a Chairperson forthwith.
- 9.04 The proceedings of the Arbitration Board shall be expedited by the Board and the Canadian Union of Public Employees. The decision of the majority of the Arbitration Board shall be final and binding on the Parties, but the Board of Arbitration shall not be authorized to make, nor shall they make any decision or recommendation inconsistent with the provisions of the agreement, nor shall they have the power to add to, subtract from or modify any of the terms of this Agreement.
- 9.05 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 9.06 Each Party shall bear the expense of its own appointee and its witnesses and the expense of the Chairperson shall be shared equally by both Parties. No costs of any arbitration shall be awarded to or against either Party.
- 9.07 No person may be appointed as an Arbitrator who has been involved in any attempt to settle the grievance.
- 9.08 Nothing in this Agreement or the other subsections of this Article shall prevent the Parties of this Agreement from agreeing on a single Arbitrator, to hear and decide any matter which may be referred to arbitration. If the Parties agree to the use of a single Arbitrator, then the cost of such Arbitrator shall be shared equally by the Parties.

## **ARTICLE 10: DISCHARGE, SUSPENSION AND DISCIPLINE**

- 10.01 **Warning**  
Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the President and Secretary of the Union, with a copy to the employee involved. If the employee being censured deems it necessary, he/she shall have the right to have the president or designate present.
- 10.02 **Discharge Procedure**  
An employee who has completed the probationary period may be dismissed but only for just cause and only upon the authority of the Employer. An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8, Grievance Procedure.
- 10.03 The discipline or dismissal of a probationary employee shall neither be made the subject of a grievance nor submitted to arbitration.

**ARTICLE 11: OVERTIME DEFINED AND OVERTIME RATE**

- 11.01 All time worked beyond the member's normal work week shall be considered overtime. All overtime must be approved by the supervisor prior to being granted/worked.
- 11.02 a) All employees shall receive time and one-half for all hours worked beyond the normal workweek defined in Article 11.01.
- b) All employees may be permitted, by mutual agreement, to receive time off in lieu at the rate of 1.5 hours for every one (1) hour worked at a time to be mutually agreed upon by the employee and the employer.

**ARTICLE 12: HOURS OF WORK**

- 12.01 a) The hours of work for all employees shall be those determined by the Director of Education or designate in a manner which best meets the needs of the worksite, consistent with past practice. The daily schedule for employees shall be flexible in order to meet the specific needs of the worksite. Employees scheduled to work a minimum of 7 hours per day shall be entitled to a thirty-minute uninterrupted unpaid lunch period and two paid 10-minute scheduled breaks. Employees scheduled to work less than 7 hours and more than 5 hours per day shall be entitled to a thirty-minute unpaid lunch period and one paid 10-minute scheduled break. Employees working less than 5 hours and more than 3 hours per day shall be entitled to one paid 10-minute scheduled break.
- b) No employee shall be asked to work prior to 8:00 A.M. or after 5:00 P.M.; except by mutual agreement of the employee and the employer.
- c) Upon mutual agreement with the Board and the Union, the regular work week for employees during the summer months may be scheduled at each site to allow employees to work the total hours for the week in no less than 4 days.
- 12.02 a) The hours for the school office assistant will be as outlined in the Board's staffing allocation table. (Appendix D)
- b) Elementary school office assistants shall start work one week (35 hours) prior to the commencement of the school year.
- 12.03 If an employee is asked to accompany a class on a trip, with permission of the Director of Education or designate and by mutual agreement, and if the employee is absent from the school longer than seven (7) hours, all hours over seven (7) hours, shall be paid at time and one-half (1.5). For any trip of twenty-four (24) hours or more, the employee will have meals and accommodation provided and will not be paid for more than 16 hours per day.
- 12.04 In the event of absences, the employer will provide qualified replacement staff for all employees. The responsibility of ensuring that a temporary employee is obtained to replace an absent employee lies with the immediate supervisor. Human Resources will develop a list of qualified replacement staff from the applications on file at the Board Office. This provision will not apply during an employee's vacation period.
- 12.05 The regular work days in a work year for the Educational Assistants are 194 days.

12.06 Where an employee is required to attend work prior to the first regular work day of the school year, they will be paid for the time worked.

**ARTICLE 13: PAID HOLIDAY**

13.01 a) ***Twelve Month Employees***

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving  
Christmas Day  
Boxing Day  
Plus one floater day

b) ***Ten Month Employees***

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving  
Christmas Day  
Boxing Day  
Plus one floater day

The calculation of the amount to be paid for a Statutory holiday will be in accordance with the Employment Standards Act.

13.02 When any of the aforementioned paid holidays fall on a Saturday or Sunday, the Friday preceding or the Monday following the paid holiday will be considered the paid holiday as determined by the Director of Education or designate.

13.03 When the paid holiday occurs during a twelve-month employee's annual vacation, the employee shall be guaranteed an additional day, the time to be arranged between the employee and the appropriate supervisor.

13.04 The floater day shall be taken on a day mutually acceptable and arranged between the employee and the Director of Education or designate.

**ARTICLE 14: VACATIONS**

14.01 All employees shall receive an annual vacation or vacation pay in accordance with credited service prior to September 1 of each year as follows:

**a) *Twelve Month Employees***

12 months	2 weeks
2 years to 7 years	3 weeks
8 years to 16 years	4 weeks
17 years to 24 years	5 weeks
25 years and greater	6 weeks
30 years of service	One time of 7 weeks

**b) *Ten Month Employees***

12 months	4%
2 years to 7 years	6%
8 years to 16 years	8%
17 years to 24 years	10%
25 years and greater	12%

Requests for vacations from twelve-month employees shall be made in writing to the Manager of Human Resources prior to April 15 of the year of the vacation entitlement. Ten-month employees may request from the Manager of Human Resources, a leave of absence without pay for the purpose of vacation.

Vacation pay for employees working ten months (or less) per year shall be calculated on total wages earned as defined in the Employment Standards Act and shall cover the period September 1 to August 31. Vacation pay shall be included in the employees' bi-weekly pay in accordance with Article 14.01 b).

**ARTICLE 15: WSIB**

15.01 When Workers' Safety and Insurance Board is in effect, all salary benefits allowed by Workers' Safety and Insurance Board shall be paid to the Board. The difference between the employee's salary and the amount paid by W.S.I.B. shall be paid by the Board. The top-up amount is paid to a maximum of four (4) years and six (6) months.

**ARTICLE 16: BEREAVEMENT LEAVE**

- 16.01 An employee is entitled to leave without loss of pay for a period of up to five (5) days for the purpose of attending the funeral of a member of their immediate family (spouse, children, mother, father, brother, sister, grandmother, grandfather, grandchildren, guardian, brother-in-law, sister-in-law) or the immediate family of their spouse (mother, father, sister, brother, grandmother, grandfather, guardian). The employee will notify the immediate supervisor of their absence.
- 16.02 An employee may be granted a leave with the approval of the immediate supervisor without loss of pay for a period of one (1) day for attending of a funeral of any other relative not mentioned in 16.01 above.
- 16.03 The Director of Education or designate may, at their discretion, allow a leave of absence of one (1) day without loss of pay to attend the funeral of a person not mentioned in 16.01 or 16.02 above.
- 16.04 The Director of Education or designate may, at their discretion, allow more time off for 16.01, 16.02 or 16.03 above, subject to their respective conditions.

**ARTICLE 17: JURY DUTY OR CROWN SUBPOENA**

- 17.01 An employee who is absent by reason of a summons to serve as a juror, or as a Crown subpoenaed witness in any proceeding to which he/she is not a party or one of the persons charged (unless the employee, as a result of carrying out the express orders of the Board, has initiated court action or has been subpoenaed or charged), shall not suffer loss of salary because of such absence.

The employee shall pay to the Board any fee, exclusive of travelling allowance and living expenses, received from the court as a juror or witness. A copy of the summons or subpoena must be submitted to the Director of Education or designate.

**ARTICLE 18: MATERNITY, ADOPTION AND SPECIAL LEAVE**

- 18.01 Pregnancy/Parental Leave
- i) Pregnancy/Parental Leave shall be granted under the Employment Standards Act, December 1990, or as amended from time to time.
  - ii) An employee shall be granted Pregnancy/Parental Leave during their first and subsequent years of employment with the Board.

**Maternity Benefits/SEB Plan**

- iii) Pregnancy/Parental Leave shall be without regular pay. The Board shall, establish a registered and approved Supplementary Employment Insurance Benefit Plan(SEB) in accordance with Part A Article C12.1.

Such salary shall be paid on the last day prior to the commencement of the leave. The Board shall pay its share of the employee's benefits for the statutory period of Pregnancy/Parental Leave granted under the Employment Standards Act.

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

18.02 Paternity Leave

Leave of absence without loss of pay occasioned by and around the time of birth shall be granted to the father. Such leave shall be for a total of not more than four (4) days and shall be at the times mutually agreed upon between the principal or supervisor and the employee.

18.03 Adoption Leave

Where an employee officially adopts a child, he/she shall be granted a leave of absence under the same terms as contained in Article 18.01. For purpose of this article, Article 18.02 shall apply equally to the mother.

18.04 Extended Parental Leave

The Board, at its discretion, may grant to an employee who requests in writing, a leave without pay. During the leave, the employee will maintain but not add to their total years of continuous experience with this and predecessor Boards. Current benefit plans will be made available to an employee while he/she is on an Extended Parental Leave subject to the employee paying full cost of these benefits.

18.05 Special Leave

- a) An employee may be granted up to two (2) days leave in any one year, without loss of pay and without deduction from sick leave credit for urgent personal reasons approved by the Director of Education or designate.

- b) An employee may be granted one (1) day leave, in any one year, with loss of pay, without deduction from sick leave, under special circumstances approved by the Director of Education or designate.
- c) The Director of Education or designate may, at their discretion, allow more time off for a), or b).
- d) Indigenous employees shall be allowed to utilize these paid leave days for the following reasons:
  - i) Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three (3) consecutive hours free from work; and
  - ii) Attendance at Indigenous cultural/ceremonial events.

#### 18.06 Leave Without Pay

An employee may be granted an extended total personal leave of absence without pay for up to a year. Requests for such leave shall be considered on an individual basis and shall not be unreasonably denied. Requests for such leave shall be submitted to the Director of Education or designate for their consideration/approval.

- 18.07 An employee who is absent for reasons other than those specified in Article 18.02 and 18.05, or due to extenuating circumstances requires to exceed the limitations contained therein, may with the approval of the Director of Education or designate, be granted a special leave of absence without pay.

Except for extenuating circumstances (i.e. medical care) these leaves must be consecutive days and such leaves shall not be renewed within a 36-month period.

Where an employee is a candidate in a federal, provincial or municipal election, such leave shall not be unreasonably withheld. Where an employee is elected to public office, such leave for the term of his/her office shall not be unreasonably withheld. Seniority will continue during such leave.

#### 18.08 Employee Funded Leave Plan

An employee Self-Funded Leave Plan is established permitting a one (1) year leave of absence through deferral of salary to finance the leave. Any permanent employee with the Board is eligible to participate in the plan (see Policy No. 3A:4 for application procedures).

S over Y plus 1 ( $S/Y + 1$ ) where:

"S" equals the annual salary plus responsibility allowances if applicable;

"Y" equals the number of years in the plan; and

"1" equals the retained earnings to be paid in the year of leave.

The above calculation shall be made each year the employee is actively enrolled in the plan prior to the leave.

- i) All applications for a  $S/Y + 1$  plan must clearly state both the number of employee years prior to taking leave and the date the leave is to commence. In all cases, the year of leave will be the last year of the plan.
- ii) The Board shall retain the amount calculated as "1" above in each year of active enrolment in the plan prior to the year of the leave in a joint savings account (in trust) of

the employee and the Board (at the Bank with which the Board deals). The savings shall be withdrawn with accumulated interest and paid to the employee to help finance the year of leave in a manner that the number of payments will not exceed that contained in the Employee-Board Agreement.

## 18.09 OTHER LEAVES

Employees shall be granted all other leaves in accordance with the Employment Standards Act, as amended from time to time. Details regarding entitlement and eligibility for such leaves may be found in the Employment Standards Act, available at [www.labour.gov.on.ca](http://www.labour.gov.on.ca).

## ARTICLE 19: UNION BUSINESS

- 19.01 a) Representatives of the Union shall not suffer any loss of pay for attendance at joint Board/Union meetings and/or Board/Union Committees. Union representatives may request, in writing, coverage of their positions.
- b) The Union may appoint or otherwise select a Bargaining Committee which shall be composed of not more than four (4) employees, one (1) of whom shall be the President of the Local. Such committee shall represent the Union in all negotiations with representatives of the School Board for renewal of this Agreement.
- c) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the School Board.
- d) The Chair or designate of the CUPE Local 3615 Bargaining Committee shall be provided with a maximum of three days at full cost to the Union to prepare for negotiations. These days shall not be subject to Article 19.02.
- 19.02 Leave of absence without pay and without loss of seniority or benefits shall be granted, upon request to the Employer, to employees elected or appointed to represent the Union at Union conventions, conferences or other union business up to a maximum of one hundred (100) days per school year. The Union recognizes that no more than the number of voting delegates according to CUPE Ontario or CUPE National (to a maximum of five employees) may be absent at any given time. It is understood that the Union will reimburse the Board for the regular salary and benefits of any employee(s) released.
- 19.03 An employee who is selected, appointed or elected to a full-time position with the Union or its affiliated bodies will be granted a leave of absence without pay of up to two (2) years without loss of seniority. After the leave the employee will return to the position held immediately prior to the leave provided such position still exists. The employee will be replaced by a temporary employee for the duration of the leave. The Union agrees to reimburse the employer for all benefit costs, including pension, during this leave of absence. The parties agree to meet to determine whether this repayment is monthly or any other time period that is agreeable to the parties.
- 19.04 With any leave for union business not paid by the employer, the employee shall continue to receive their pay, benefits and pension contributions without any interruptions. The Local Union shall be invoiced for the total cost of wages and benefits for such leave.

**ARTICLE 20: METHOD OF PAYMENT OF WAGES**

20.01 Employees will receive their wages through direct deposit every second Thursday for the pay period ending the Friday next.

**ARTICLE 21: PENSION PLAN**

21.01 The Board will provide a pension plan for employees covered by this Agreement working at least fourteen (14) hours per week in accordance with the provisions of the Ontario Municipal Employees' Retirement System (O.M.E.R.S.). Employees becoming eligible for the first time under this Agreement shall participate in the plan one (1) month after the signing of this Agreement.

Contributory earnings will be those earnings defined by OMERS Legislation and as amended from time to time. Please refer to [www.omers.com](http://www.omers.com) for a complete definition of contributory earnings. See attached Letter of Information.

**ARTICLE 22: SENIORITY**

22.01 Seniority is defined as the length of continuous service in the bargaining unit, with the Board or its predecessor Board, and shall be recorded as the permanent date of hire to the bargaining unit unless otherwise determined in Article 23. Seniority shall be used in determining preference priority for permanent transfers, demotions, layoffs, permanent reduction of the work force and recall.

- 22.02
- a) An employee shall be considered a probationary employee until he/she has completed six (6) calendar months of service. The discharge or termination of a probationary employee will be at the discretion of the Employer.
  - b) If the regular employee is rehired within twelve (12) calendar months from their original date of hire, then the amount of time originally worked will count towards the completion of the probationary period.

22.03 Seniority lists will be revised, and a copy given to the bargaining unit on or before September 30 of each year showing each member's seniority as of September 1.

22.04 The Board may hire a temporary member as per the definition in Article 23. The Board must notify the bargaining unit, in writing, of the name of the temporary member, the expected term of employment, as well as the work site and position. Temporary and replacement members shall be paid in accordance with this agreement and they shall pay union dues while employed in a bargaining unit position.

22.05 Employees of the Board who are transferred to this bargaining unit shall have their full length of service with the Board credited for vacation entitlement only.

22.06 A permanent member may transfer to a non-union replacement or temporary position and seniority shall be maintained and accumulated. Such transfer shall not exceed twelve (12) months without mutual agreement of the parties. Union dues shall continue to be deducted during this time. The Board agrees to consult with the Union prior to transferring a member to a temporary or replacement non-union position.

- 22.07 Seniority rights and a member's employment will be deemed to have terminated if a member:
- a) resigns from employment with the Board;
  - b) is discharged and is not reinstated through the grievance or arbitration procedure;
  - c) accepts a permanent position with the Board outside the bargaining unit; or
  - d) retires from employment with the Board.
- 22.08 The foregoing provisions of Article 22 - Seniority shall not apply to students employed during the school vacation period.

### **ARTICLE 23: TEMPORARY EMPLOYEES**

- 23.01 The Employer may hire a temporary employee(s) for a period not to exceed twelve (12) calendar months for short term illness, long term disability, W.S.I.B., adoption/maternity leave and special projects or other approved leave of absence, and such employees shall not hereby become regular or probationary employees and will not be covered by any terms and conditions of this Agreement, and shall receive the rate of pay in schedule "A" and all fringe benefits. In the event any such temporary employee is made a regular employee after twelve (12) calendar months (or such further period as may be agreed upon by the parties) then their seniority will be backdated. It is the intention of the parties that no employee who has acquired seniority under this Agreement will be laid off by reason of the Employer hiring employees under this Article.

In each pay period, the Employer will deduct from the pay of all temporary employees an amount equal to its regular monthly Union dues. The Employer shall notify the Union in writing of all temporary employees hiring date.

Part time employees will be provided the opportunity to increase their hours by undertaking additional temporary work. Part time employees will inform the Human Resources Department on a yearly basis to indicate their interest in this additional work.

### **ARTICLE 24: JOB POSTINGS/VACANCIES**

- 24.01 A vacancy is defined as a position that is declared vacant by reason of the establishment of a new position within the bargaining unit, an employee's retirement, resignation, termination, death or after an employee has received benefits under the Group Long Term Disability Plan for a period of five (5) consecutive years.
- 24.02 When a vacancy occurs in any position whether permanent or temporary, covered by certified bargaining unit employees, written notice of such vacancy shall be issued to all bargaining unit members via the Board's internal communication system. Vacancies will be posted for a period of five (5) working days. Any such employee may file with the Director of Education or designate their desire to apply for such vacancy. All subsequent postings shall be posted for three (3) working days.
- 24.03 Appointments shall be made of the senior applicant with the required qualifications to meet the requirements of the vacant position.
- 24.04 Vacancies that occur will be posted as per Article 24.02. The successful candidate of the initial posting will assume that position during a natural break in the school year. This is defined as Christmas break, March break and summer break. A temporary employee will be hired to fill in during the transition period. Successful applicants of any subsequent posting shall be subject to the same criteria.

24.05 All vacant positions shall continue to be posted during lay-off and recall.

24.06 **Resignation**

An employee is expected to give, in writing, advance notice of intended resignation. Employees who intend to resign in June, July or August should tender notice of termination on or before May 1st.

**ARTICLE 25: LTD**

25.01 The Board will make available to eligible CUPE employees, a wage-loss replacement plan (Long-Disability). Details are available in Appendix "A", as may be amended from time to time. The Board is not required to participate in the cost except to the extent of administrative services. The annual cost is deducted from the employee on a bi-weekly basis. Ten-month employees are responsible for the full annual cost, including the months of July and August.

25.02 Where a reduced premium has been approved by the Employment Insurance Commission, the Board will refund to each employee two-thirds of the amount so reduced.

**ARTICLE 26: LAY-OFFS AND RECALLS**

26.01 The Board shall determine the needs and the staffing levels for each school and program for the upcoming school year. In accordance with this determination, when a school has one or more permanent members in a job classification for the upcoming school year greater than the approved staff allocation for the upcoming school year, the member(s) with the least bargaining unit seniority shall be issued a lay-off notice by the Employer. A layoff, for the purpose of this article, shall be defined as a reduction in the workforce or a reduction in the regular hours of work per week as defined in this Collective Agreement.

In the event of a proposed lay-off due to redundancy or elimination of a position within the bargaining unit for the upcoming school year, the Employer shall provide the Union written notice by May 31st of each year.

In the event of a proposed lay-off during the current school year, the Board shall provide the Union with a minimum of 2 weeks written notice of such occurrence, unless the cause of the layoff is beyond the Board's control. In the event of a proposed lay-off of an Educational Assistant during the current school year, article 26.02 shall apply.

As both parties recognize that job security shall increase in proportion to length of service, employees shall be laid off in reverse order of seniority and be provided with information detailing the lay-off process, i.e. timelines, current seniority list (including FTE and worksite locations) and current bussing positions (if applicable). Employees shall be given 3 calendar days to make a decision. For the purpose of this article only, FTE designation is defined as either full time (1.0 FTE) or part time (less than 1.0 FTE). It is understood that the employee:

- i) may displace the least senior employee at a given location, within their own classification and FTE designation, provided they accept the hours of work and bussing terms (if applicable) for that position.
- ii) If there is no position available within their own classification and FTE designation, the employee may displace the least senior employee at a given location who holds a lesser FTE, provided they accept the hours of work and bussing terms (if applicable) for that position.

- iii) may displace the least senior employee at a given location, with the same FTE designation within the bargaining unit, provided they have post-secondary qualifications in that classification and/or related experience (a minimum of two years within the last five years), provided they can perform the work with reasonable introductory instruction, and provided they accept the hours of work and location for that position.
- iv) will be advised to apply for all posted positions within the bargaining unit.

Bussing assignments at each worksite are reviewed and re-allocated on an annual basis, and are subject to change based on student needs. Volunteers from within the Educational Assistant employee group will be assigned to bus routes first. Any remaining bus assignment(s) will be assigned to the least senior Educational Assistant(s) at the worksite.

At the conclusion of the annual staffing process, the permanent bargaining unit member who has exhausted all other avenues and who remains negatively affected by the process, shall be considered for any existing or upcoming temporary assignment, for which he or she applies, without loss of seniority or permanent status during this period.

#### **26.02 LAYOFFS DURING SCHOOL YEAR**

It is understood that the Union and the employee shall be notified of layoff at least two (2) weeks prior to the effective date, unless the cause of layoff is beyond the Board's control. Permanent employees affected by a lay-off during the school year:

- (a) shall have the opportunity to transfer to the vacancy created as a result of emerging needs within the system, for the duration of the school year. The employee's original worksite is the worksite of record and shall be considered as such during the annual staffing process. It is understood that if this option is chosen by the employee, the newly created vacancy shall not be posted.

If the option in (a) is not available to the employee, or the employee does not accept it, the employee shall be laid off in reverse order of seniority and be provided with information detailing the lay-off process, i.e. timelines, current seniority list (including worksite locations), and current bussing positions (if applicable). Employees shall be given 3 calendar days to make a decision. It is understood that the employee shall consider the options below in the following order:

- i. may displace a temporary employee at their current worksite, within their own classification, provided they accept the hours of work, location and bussing assignment (if applicable) for that position;
- ii. may displace a temporary employee at another worksite within their own classification, provided they accept the hours of work, location, and bussing assignment (if applicable) for that position;
- iii. may displace the least senior employee within the Board within their own classification, provided they accept the hours of work, location, and bussing assignment (if applicable) for that position;
- iv. be placed on the supply list, with priority for jobs at worksites selected by the employee;

- v. will be advised to apply for all permanent positions posted within the bargaining unit;
- vi. will be considered for all temporary assignments within the bargaining unit to which the employee applies, without loss of seniority or permanent status with the Board.

26.03 Employees shall be recalled in the order of their seniority. Recall notices shall be forwarded by registered mail to the employee's last known address. Failure to respond within 7 days from the day the letter is registered, they shall be considered as terminated. If the employee is not recalled within 24 months of layoff they shall be considered as terminated.

26.04 No new employees shall be considered for hire until those laid off have been given an opportunity of recall.

#### **ARTICLE 27: TECHNOLOGICAL CHANGE**

27.01 a) When the employer is considering the introduction of Technological Change, the employer will provide the union with a detailed description of the project it intends to carry out. It shall be the employer's responsibility to provide the required training.

b) It shall be the employer's responsibility to provide the required training for any new equipment, devices or computer software applications used in the case of special needs students.

#### **ARTICLE 28: GENERAL**

##### **28.01 Bulletin Boards**

Bulletin Board space shall be provided within the worksites and the Administration building upon which the Union may post its notice of meetings.

##### **28.02 Copies of Agreement**

The Employer shall print sufficient copies of the Agreement in booklet form within thirty (30) days of signing, the cost of which shall be shared equally by both Parties.

28.03 If because of severe weather conditions, any employee who is unable to reach their place of employment shall be allowed necessary leave of absence without loss of pay. Refer to the Board's Inclement Weather Guidelines which may be amended from time to time.

28.04 No employee shall be required or permitted to make a written or verbal agreement with the Board or their representative which may conflict with the terms of this Collective Agreement.

#### **ARTICLE 29: HEALTH AND SAFETY**

29.01 The Employees shall participate in the joint health and safety committee established by Board policy in accordance with Regulations of the Occupational Health and Safety Act.

#### **ARTICLE 30: ADVERSE REPORT**

30.01 Employees shall be notified in writing of any dissatisfaction concerning their work within twenty (20) working days of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the record for the use against such employee at any time. This article shall be applicable to any complaints or accusation which

may be detrimental to an employee's advancement or standing with the Employer, whether or not it related to the work of such employee. The Employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of the record.

#### **ARTICLE 31: UNION MANAGEMENT COMMITTEE**

31.01 One (1) Union/Management Committee for CUPE Local 3615, 3615.01 and 3615.02 shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties for the purpose of improving communications between the parties and discussing matters of mutual concern. This Committee will not discuss matters which are the subject of a formal grievance under the Grievance Procedure.

The Committee shall consist of not more than four (4) employees (including President and Vice-President) or their designate, and not more than four (4) employer representatives (including Executive Manager of Employee Relations and Human Resources Officer). The Committee shall meet every two (2) months, except for July and August, at a mutually agreed time and place, to be scheduled during the month of September for the school year. With agreement of the Co-Chairs, meetings may be held in the summer months. Committee members shall receive a notice and agenda of the meetings at least forty-eight (48) hours in advance of the meeting.

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. The presiding chairperson shall be responsible for issuing a written record of the meeting discussions and shall provide a copy to all committee members for review, no later than one week prior to the next meeting.

#### **ARTICLE 32: EMPLOYEE ASSISTANCE PLAN**

32.01 The Board shall provide its employees with an Employee Assistance Plan at the Board's expense.

#### **ARTICLE 33: NEW CLASSIFICATION**

33.01 Where a new classification which is covered by this Agreement is established by the Employer and no rate for such classification is provided in the within Agreement, the Employer will determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request shall be made within ten (10) days after receipt of notice from the Employer of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate is given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to mediation prior to arbitration as provided in this Agreement within fifteen (15) days of such meeting.

#### **ARTICLE 34: PROFESSIONAL DEVELOPMENT**

34.01 The Huron-Perth Catholic District School Board and CUPE Local 3615 agree to a philosophy which encourages professional development for all members.

A Professional Development Committee with equal representation from the Board and CUPE members will be established. The first meeting will be held prior to January 31 to review and discuss how the proportionate share of monies provided in the PDT will be spent on professional activities for members.

This Joint Professional Development Committee will also identify the goals and objectives of future professional activities and monitor their implementation. Each participating member of the Committee shall be paid their regular wages while in attendance at such meetings.

#### **ARTICLE 35: CONTRACTING IN/CONTRACTING OUT**

- 35.01 The parties agree that no existing bargaining unit work of any member of CUPE Local 3615 shall be contracted out.
- 35.02 The Board shall not lay off or reduce the hours of a permanent member as a direct result of the use of volunteers, co-op students or apprentices during the term of this agreement.
- 35.03 Should a strike or lock-out involving members occur, co-op students, volunteers and/or apprentices working directly with members shall be terminated until the labour dispute ceases.
- 35.04 The parties agree to meet prior to the implementation of any contractual arrangement with an outside service provider, where the work being funded could arguably be performed by an existing classification within the bargaining unit.

#### **ARTICLE 36: RETRAINING, UPGRADING, COURSE NOTIFICATION**

- 36.01 Where the Board specifically requires a member to take particular training in order to assume an additional duty(s), the Board will provide such training prior to the employee commencing the additional duty(s). Such training shall occur during the normal working hours of the employee, unless otherwise mutually agreed upon. Where training cannot be provided during normal working hours, the employee shall be compensated in accordance with Article 11.
- 36.02 From time to time, available learning opportunities may be posted on the Board's internal communications system for perusal by all employees. Attendance at these sessions may be subject to Board approval.

#### **ARTICLE 37: TRANSPORTATION OF STUDENTS**

- 37.01 The Union shall be consulted in the development of a Board protocol with respect to the transportation/non-transportation of students in an employee's personal vehicle. It is understood that the transportation of students is not a job requirement, however, the employee may do so on a voluntary basis, with completion of the appropriate documentation per Board Policy 3E:4 (Educational Field Trips).

#### **ARTICLE 38: RETURN TO WORK**

- 38.01 The Board acknowledges CUPE's responsibility to support an employee during the return to work process whether the disability is occupational or non-occupational in nature. The President or designate will be advised of all return to work meetings scheduled in order that appropriate CUPE representation is available to the employee.

#### **ARTICLE 39: TRAVEL EXPENSE REIMBURSEMENT**

- 39.01 Where employees are required to travel in the performance of their duties, they shall be reimbursed as per Board policy, as amended from time to time.

**ARTICLE 40: TERM OF AGREEMENT**

**40.01 Duration**

This Agreement shall remain in full force and effect from September 1, 2022 and shall continue until August 31, 2026 and from year to year thereafter unless in any year not more than ninety (90) days before the date of its termination either party shall furnish the other with notice of termination of this Agreement.

**40.02**

Either Party desiring to propose changes to this Agreement shall, by April 15, give notice in writing to the other Party of the changes proposed. Within ten (10) working days of receipt of such notice by one Party, the other Party is required to enter into negotiations for a new agreement.

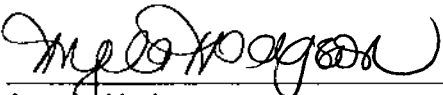
**40.03**

This agreement is binding on the Board, and in the event of the dissolution of the Board or its amalgamation with another Board, upon the amalgamated Board or upon its successor Board, as the case may be. In the event the employer should merge, amalgamate or combine any of its operations or functions with another School Board, the employer will use its best efforts to ensure retention of all seniority and benefits currently enjoyed by its employees with the successor employer. The employer agrees to involve CUPE Local 3615 in discussions prior to a merger, amalgamation or combining any of its operations or functions with another School Board.


IN WITNESS WHEREOF each of the Parties hereto has caused this Agreement to be signed by their duly authorized representatives this 4<sup>th</sup> day of March, 2025.


THE HURON-PERTH CATHOLIC  
DISTRICT SCHOOL BOARD

CANADIAN UNION  
OF PUBLIC EMPLOYEES

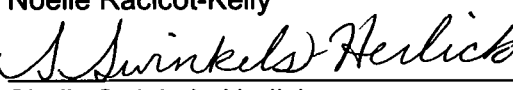
  
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Audrey Bergsma

  
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Shona Gracey

  
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Darlene Hoggart

**APPENDIX 'A'**

**LTD PLAN OVERVIEW**

<b>Benefit:</b>	60% of monthly earnings
<b>Benefit Tax Status:</b>	non-taxable
<b>Elimination Period:</b>	the later of 60 working days or expiration of sick leave
<b>Initial Assessment Period:</b>	24 months
<b>COLA:</b>	nil
<b>Termination of Benefits:</b>	<i>earliest of:</i> end of the month, age 65; or the member is first entitled to at least a 66% unreduced service pension
<b>All Source Maximum:</b>	100% of the member's indexed pre-disability take-home pay from all sources

## APPENDIX 'B'

### RETIREMENT ALLOWANCE

*This information is provided for historical context only. Effective August 31, 2012, all retirement allowance provisions in the education sector of Ontario were eliminated by provincial regulation (Regulation 1/13 Sick Leave Credits and Sick Leave Credit Gratuities).*

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.

15.09 *An employee who has served with the Board or its predecessor Board for twelve consecutive years and who has resigned and qualifies for a pension under OMERS or CPP shall be entitled to a sick leave gratuity on retirement.*

*The amount of the gratuity shall be calculated as follows:*

$$\frac{N}{200} \times \frac{S}{5}$$

*Where N is the number of unused accumulated sick leave credit days at the time of separation from the Board (maximum 200 days), and S is the final rate of salary at the date of separation from the Board.*

*The sick leave gratuity will be paid following retirement in the following manner as requested by the employee:*

- i) one payment*
- ii) four equal yearly payments.*

*In the event that the employee dies after the retirement but before having received the full Sick Leave Gratuity, the balance of any such Gratuity shall be paid to the Estate of the employee.*

*In the event of death of an employee with a minimum of twelve (12) consecutive years employment with the Board or its predecessor Board prior to retirement, and where death occurs before retirement, the benefits of this plan shall be paid to the employee's estate.*

**APPENDIX 'C'**  
**2022-2025 SALARY SCHEDULE**

<b>Bargaining Unit 3615</b>					
<b>Group I – Library Technicians and Educational Assistants until April 1, 2023)</b>					
<b>Experience</b>	<b>31-Aug-21</b>	<b>1-Sep-22</b>	<b>1-Sep-23</b>	<b>1-Sep-24</b>	<b>1-Sep-25</b>
0 months	\$21.25	\$22.25	\$23.25	\$24.25	\$25.25
6 months	\$21.87	\$22.87	\$23.87	\$24.87	\$25.87
12 months	\$22.63	\$23.63	\$24.63	\$25.63	\$26.63
18 months	\$23.14	\$24.14	\$25.14	\$26.14	\$27.14
24 months	\$23.82	\$24.82	\$25.82	\$26.82	\$27.82
<b>Group II – School Office Assistants/Board Office Clerks and Office Assistants</b>					
<b>Experience</b>	<b>31-Aug-21</b>	<b>1-Sep-22</b>	<b>1-Sep-23</b>	<b>1-Sep-24</b>	<b>1-Sep-25</b>
0 months	\$22.22	\$23.22	\$24.22	\$25.22	\$26.22
6 months	\$23.34	\$24.34	\$25.34	\$26.34	\$27.34
12 months	\$24.44	\$25.44	\$26.44	\$27.44	\$28.44
18 months	\$25.59	\$26.59	\$27.59	\$28.59	\$29.59
24 months	\$26.71	\$27.71	\$28.71	\$29.71	\$30.71
<b>Group III – Educational Assistants</b>					
<b>Experience</b>	<b>New Classification</b>	<b>1-Apr-23</b>	<b>1-Sep-23</b>	<b>1-Sep-24</b>	<b>1-Sep-25</b>
0 months		\$23.65	\$24.65	\$25.65	\$26.65
6 months		\$24.51	\$25.51	\$26.51	\$27.51
12 months		\$25.43	\$26.43	\$27.43	\$28.43
18 months		\$26.25	\$27.25	\$28.25	\$29.25
24 months		\$27.14	\$28.14	\$29.14	\$30.14
<b>Red-Circled Educational Assistant (formerly Educational Assistant - Intensive Support)</b>					
<i>Note: Red-circling commences August 31, 2026</i>					
<b>Experience</b>		<b>1-Sep-22</b>	<b>1-Sep-23</b>	<b>1-Sep-24</b>	<b>1-Sep-25</b>
24 months		\$29.46	\$30.46	\$31.46	\$32.46
<b>Educational Assistant (IS)</b>					
<i>Note: Position concludes Mar 31, 2022</i>					
<b>Experience</b>	<b>31-Aug-21</b>	<b>1-Sep-22</b>	<b>1-Sep-23</b>	<b>1-Sep-24</b>	<b>1-Sep-25</b>
0 months	\$ 24.04	\$ 25.04			
6 months	\$ 25.14	\$ 26.14			
12 months	\$ 26.23	\$ 27.23			
18 months	\$ 27.36	\$ 28.36			
24 months	\$ 28.46	\$ 29.46			

**APPENDIX 'D'**

**HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD  
SCHOOL SECRETARIAL ASSISTANCE  
Allocation Based on Enrolment  
Effective September 1, 2008**

**Elementary School Allocation**

Elementary schools will have 35 hours per week of secretarial allocation.

Elementary schools with a student enrolment of more than 400 full time equivalent students will have 2.5 additional hours per week and schools with a student enrolment of more than 450 full time equivalent students will have 5.0 additional hours per week. (The FTE will be based on October 31 enrolment of the previous school year.)

Elementary schools with an enrolment greater than 250 FTE students as of October 31 of the previous school year will receive an allocation of four (4) days at the end of the school year.

**Secondary School Allocation**

600 - 750 FTE Students = 5850 hours (3.0 F.T.E.)

750 - 900 FTE Students = 6825 hours (3.5 F.T.E.)

900 - 1100 FTE Students = 7800 hours (4.0 F.T.E.)

1100 or more FTE Students = 8775 hours (4.5 F.T.E.)

The FTE will be based on March 31 enrolment of the previous school year.

**APPENDIX 'E'**

**LETTER OF UNDERSTANDING**

**SUPERVISION**

The parties agree that all school-based staff have a responsibility to ensure that a safe school environment is maintained at all times.

The parties agree that the regular work day of the Educational Assistants and Library Technicians will include scheduled general supervision of students. Such supervision may take place inside the school or on the school yard at various times during the day, including (but not limited to) student arrival, student dismissal, lunch periods, and recess. Wherever possible, the scheduling of supervision duties is not to interfere with instructional time.

Each school will determine supervision schedules in accordance with the needs of the students and the operational needs of the school. A designated Educational Assistant or Library Technician will be consulted prior to the release of supervision schedules at that site. The school Principal will be advised of the name of the designated employee by September 1<sup>st</sup> of each school year.

The Union reserves the right to discuss with the Board, any concerns arising from the scheduling of supervision duties.

**APPENDIX 'F'**

**LETTER OF UNDERSTANDING**

**Educational Assistants and Library Technicians - Incremental Hours of Work**

Effective September 1, 2009, the daily hours of work for Educational Assistants and Library Technicians will be increased to 6.25 hours.

Effective September 1, 2011, the daily hours of work for Educational Assistants and Library Technicians will be increased to 7.0 hours in accordance with the Provincial Discussion Table (PDT) Agreement with CUPE. The incremental time will be used to ensure that the needs of the students and the operational needs of the worksites are met and will include scheduled supervision of students or after-school homework support.

Principals shall have the flexibility to assign the above noted hours of work in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the worksite and the transparency of educational assistants working conditions.

*(The approximate amount of this funding is \$279,065 subject to verification of Ministry funding).*

**APPENDIX 'G'**

**LETTER OF UNDERSTANDING**

**JOB DESCRIPTIONS**

The parties acknowledge that the employer is responsible for establishing job descriptions for all positions within the bargaining unit. If a job description is amended, the changes will be highlighted, and a copy provided to the Union.