

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE DURHAM DISTRICT SCHOOL BOARD**

**-AND-**

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 218**

**OFFICE/CLERICAL/TECHNICAL BARGAINING UNIT**



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

SL:it/cope491

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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 _____ vvvv</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ vvvv</p> <p>Signature _____ Date _____</p>	<p><b>Dear Health Care Professional,</b> please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.</p> <p><u>Please return the completed form to the attention of:</u></p>
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<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

Return to work date: **dd mm yyyy**

**For limitations and restrictions, please complete Part 2.**

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

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

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

PHYSICAL (if applicable)				
<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.

**PART B**  
**LOCAL TERMS AND CONDITIONS**

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## **Article L1.00 – Purpose**

L1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Board and its employees, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

## **Article L2.00 – Recognition and Negotiations**

L2.01 The Board recognizes the Canadian Union of Public Employees as the sole and exclusive Bargaining Agent for all Office, Clerical and Technical employees of the Durham District School Board, and the parties recognize the exclusions from the Bargaining Unit which exist as of the effective date of this Collective Agreement. Such employees consist of all job classifications under Schedule A.

L2.02 The Board agrees to negotiate with the Union and any authorized committee thereof in any and all matters affecting the relationship between the parties.

## **Article L3.00 – Reservation of Management Rights**

L3.01 The Union acknowledges that it is the exclusive function of the Board, among others, and subject to the provisions of this agreement to:

- (a) maintain order, discipline and efficiency;
- (b) hire, retire, discharge, direct, transfer, classify, promote, demote or discipline employees, provided that a claim of discriminatory classification, promotion or transfer, or a claim that an employee has been discharged or disciplined without just cause (subject to a lesser standard for probationary employees pursuant to article L9.06), may be subject to a grievance and dealt with as hereinafter provided; and
- (c) administer and manage all the affairs of the Board.

## **Article L4.00 – No Discrimination**

L4.01 The Board and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee or by reason of membership or non-membership in the Union, or in relation to any of the prohibited grounds set out in sub-section 5(1) of the Ontario Human Rights Code, namely race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability. Complaints in relation to harassment may be pursued in accordance with the Board's Harassment Prevention policy, procedure(s), and regulation(s).

## **Article L5.00 – Union Security**

- L5.01 It is agreed by the parties hereto that all employees **from the first day worked** will be required to pay to the Union an amount equal to the current monthly Union dues, whether a member or not, as long as the Union is the recognized bargaining agent.
- L5.02 In order to provide job security for the members of the Bargaining Unit, the Board agrees that no employee with seniority will be laid off as the result of work or services presently performed being contracted out, or disappearing because of mechanization or technological changes.
- L5.03 The Board agrees it will maintain a minimum of one (1) full-time secretary in each of its elementary schools.

## **Article L6.00 – Check-Off of Union Dues**

### L6.01 Dues Receipts

The T-4 income tax slips issued by the Board shall state the amount of Union dues deducted from each employee.

## **Article L7.00 – Board/Union Relations**

### L7.01 Correspondence

All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the **Superintendent responsible for People and Culture** or designate, and the President of the Local Union. Each September, the parties will provide each other a list of individuals to correspond with on various subject matter relating to the bargaining unit and any changes as they occur.

### L7.02 Labour/Management Committee

- (a) At the request of either the Union or the Board, up to four (4) representatives of each of the parties will meet during the term of the Collective Agreement to discuss issues related to the workplace which are not the subject of a grievance and which are not being dealt with in collective bargaining. The frequency of the meetings will be determined by the parties.
- (b) The President of Local 218 is entitled to attend all meetings of the Labour/Management Committee, as well as other meetings between the Board and any committee of the Union.

- L7.03 Participation of the Local President at the meeting(s) specified in L7.02 and L8.01 is understood to be in addition to the four (4) employee members.

L7.04 Upon request, on an annual basis, the Union will be provided with such enrolment information, as well as the Board's Estimates, Revised Estimates, and Financial Statements, as are necessary when those are relevant to the administration or re-negotiation of this Agreement.

Upon request, this information will be reviewed under the auspices of the Labour Management Committee.

L7.05 Copy of the Collective Agreement

The Board shall provide copies of the Collective Agreement for each employee, at the Union's expense, and the Union will distribute same to each employee in the bargaining unit. The electronic Collective Agreement shall also be available on the Board's Intranet website.

L7.06 New regular employees shall be sent a copy of the Collective Agreement by the Board on commencement of employment and will be informed of Union dues and check-off provisions. The Union shall supply copies of the Collective Agreement to the Board.

Where the Union provides an introductory letter to new employees, the hard copy will be provided to each new permanent hire.

## **Article L8.00 – Union Committee**

L8.01 The Board acknowledges the right of the Union to elect or otherwise appoint a Union Committee to be comprised of four (4) employee members to be representative of the employees throughout the Board's jurisdiction. The Board will recognize and bargain with this committee on any matter properly arising from time to time under the terms of and during the continuation of this Agreement. The Local Union President shall be allowed to attend meetings between the Board and the Union for purposes of negotiations, the grievance meetings immediately preceding arbitration, arbitration hearings, and other meetings properly arising under the terms of this Collective Agreement.

The Union agrees to supply the Board with the names of the members constituting the Committee, and to keep such list up-to-date at all times.

L8.02 Each member of the Committee will represent a defined area of the Board's operation. The area in which each is to operate shall be communicated to the Board, in writing, by the Union.

L8.03 The Union recognizes and agrees that members of this Committee have regular duties to perform in connection with their employment and, therefore, the business of administering this Agreement will be attended to with the least possible interference with their regular duties.

**L8.04 Absence from Regular Duties for Committee Business**

Whenever possible, a committee member will obtain permission from the **Superintendent responsible for People and Culture** or designate before leaving regular duties and will give a reasonable explanation as to the length of time spent in the performance of regular Union duties. Such permission shall not be unreasonably withheld, although it is understood that matters that can be dealt with outside of the employee's working hours shall not require the committee member to be absent from **their** workplace during working hours. Where it is not possible to obtain permission in advance the committee member will notify the **Superintendent responsible for People and Culture** or designate as soon as possible afterward.

**L8.05** It is agreed that members of the Committee shall be recompensed at their current wage rate for time spent in negotiations during regular working hours up to and including the conciliation officer stage.

**L8.06** It is mutually agreed that an employee shall not be eligible to serve as a member of this committee, or as a member of any committee established under this Agreement, until **they have** had six (6) months service with the Board.

**L8.07** The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Board.

**Article L9.00 – Seniority**

*Note: For clarity, Article L9.00 only applies to permanent employees and does not apply to casual employees.*

**L9.01** All employees covered by this Agreement who have completed their probationary period shall have their names placed on the seniority list indicating the number of hours of employment since the last date of hire. The number of hours of employment calculated shall assume that all employees work on a twelve (12) month or fifty-two (52) week basis. For purposes of this article, "hours of employment" shall include time absent on leaves of absence with pay, on Workplace Safety & Insurance benefits or leaves without pay where such is required under the terms of this Collective Agreement, sick leave, vacation time and statutory holidays. All seniority from July 1, 1976 shall be calculated in accordance with this article.

Employees absent due to L.T.D. shall continue to accumulate seniority for a maximum of one (1) year while on Long Term Disability.

**L9.02** Seniority lists will be revised and a copy given to the Union in a searchable electronic format and a seniority list will be made available to each school and/or workplace on March 31<sup>st</sup> of each year. These lists will include the name of the employee, department and/or school, wage group and seniority as of December 31<sup>st</sup> in accordance with Article L9.01. Information relative to the seniority list will be supplied at the request of the Recording Secretary of the Union within a reasonable length of time.

L9.03 When a new employee is hired, the employee shall be on probation for a period of seventy (70) working days. Employees retained past the seventy (70) working day probationary period shall have their names placed on the seniority list and be credited with seniority in accordance with article L9.01.

L9.04 Transfer to Non-Bargaining Unit Positions

The selection or appointment of an employee for any position not subject to this Agreement is not covered by this Agreement. If an employee permanently transfers to a non-bargaining unit position, with the Board, then fails to qualify during the seventy (70) working-day trial period, **they** will be returned to a bargaining unit position according to Article L12.08. The employee's seniority will then continue as if the employee had not transferred out of the bargaining unit.

If an employee is returned to the bargaining unit, after the seventy (70) working-day trial period, the employee's seniority shall resume at the point the employee had before the transfer out of the bargaining unit.

When an employee temporarily transfers to a non-bargaining unit position, the employee will continue to accumulate seniority while in the non-bargaining unit position for up to and including twelve (12) months unless agreed otherwise between the Board and the Union. The employee will also continue to pay union dues at the rate last assessed. After the twelve (12) month period, the employee's seniority will be frozen until the employee returns to a bargaining unit position.

L9.05 All employees, including probationary employees, have recourse to the grievance procedure if disciplined or discharged. However, the standard for discharging a probationary employee will be a lesser standard than for those employees who have successfully completed the probationary period. Probationary employees may be discharged for unsuitability and/or unsatisfactory performance.

L9.06 Seniority on Transfer for Accommodation Purposes

The parties hereto agree that an employee transferring from one CUPE bargaining unit to another under "Duty to Accommodate" shall carry with her or him full credit for seniority and service earned while in the former CUPE bargaining unit(s). The Board will consult with the Local President or designate and the bargaining unit Chairperson regarding permanent placements within that bargaining unit under "Duty to Accommodate".

## **Article L10.00 – Loss of Seniority**

L10.01 Seniority rights (and an employee's employment) shall be terminated if the employee:

- (a) leaves the employ of the Board;
- (b) is discharged and the discharge is not reversed through the grievance procedure;

- (c) is laid off continuously for a period of more than eighteen (18) months; or
- (d) is absent for more than three (3) working days without securing a leave of absence from the **Superintendent responsible for People and Culture** or designate, or without giving a reason satisfactory to the Board.

## **Article L11.00 – Lay-Offs and Recalls**

L11.01 The Board agrees that, in the event of a lay-off, employees shall be laid off in the reverse order of their occupational seniority, but may accumulate up to six (6) months seniority while on lay-off. Where it is necessary to recall former employees, they shall be recalled in the reverse order to which they were laid off, with the exception of employees with special skills or aptitudes, so long as such special skills or aptitudes relate to the job classification affected.

An employee's occupational seniority shall be the employee's total seniority with the Board and shall be so credited after the seventy (70) working day trial period in the case of a position transfer or bid, or after the probationary period in the case of a newly hired employee being placed on the job. During the seventy (70) working day period, the employee's occupational seniority will remain in the former job classification.

### L11.02 (a) Full-Time Employees

An employee whose hours are to be reduced by five (5) hours or more per week, or an employee whose position has been made redundant or who is subject to lay-off, may choose to displace the least senior person who has less seniority in the same job classification. If there is no one with less seniority in that job classification, the employee may choose to displace the least senior person who has less seniority in the same wage group, or if there is no one with less seniority in that wage group, in the next lower wage group, provided that such employee is qualified and is able to perform the work of the displaced employee. This process may continue down through each subsequent wage group until the employee is successful in securing a position or is laid off.

### (b) Part-Time Employees

A part-time employee whose regularly scheduled hours would be reduced by three (3) hours or more per week, or whose position has been made redundant or who has been laid off, shall have the right to bump the least senior employee working in the same job classification at the same hours per week, if possible. If the employee's seniority does not entitle the employee to bump another employee at the same hours per week, the employee shall have the right to bump the least senior employee working the closest number of hours below the hours which the employee was previously working. The employee thus displaced shall be entitled to repeat the above procedure and the employee subsequently displaced will be required to fill the original vacancy where one exists or accept a lay-off where no vacancy exists if the employee does not

want to fill the original vacancy.

L11.03 It is understood and agreed that employees in "less than twelve (12) month" positions do not have the right to bump twelve (12) month employees in relation to the summer lay-off.

L11.04 Redeployment Committee

In all situations involving lay-offs of members of the bargaining unit, the Board will discuss the circumstances related to the lay-off with the Union at a meeting of the Labour/Management Committee. In such circumstances, the consultation at the Labour/Management Committee shall take place not less than thirty (30) calendar days in advance of the proposed effective date of the lay-off.

When the Labour/Management Committee convenes to discuss lay-offs, its composition may be augmented to a maximum of up to seven (7) representatives for each of the Employer and Union teams. The meeting shall be held during normal working hours and the time spent attending such meeting(s) will be considered work time for which all participants shall be entitled to regular pay. When reviewing the lay-offs, the Labour/Management Committee shall conduct itself in its normal fashion with regard to chairing the meetings, preparation of agendas, minutes, etc. The Committee will have at its disposal such staffing, work organization and financial information as is relevant to the proposed lay-off.

As part of its review, the Committee may identify, propose and discuss possible alternatives to lay-offs which might include, but are not necessarily limited to, the contracting in of work and potential re-organizations. The Committee may also identify and discuss existing vacant positions and/or positions which are expected to become vacant within the ensuing twelve (12) months, as well as opportunities for worker retraining where positions may be available and retraining is cost effective.

It is also understood that, in its role of reviewing lay-offs, the committee through its representatives may exercise a discretion to waive job postings in appropriate circumstances.

Persons who are normally employed on a less than twelve (12) month basis are not to be regarded as laid off, for the purposes of this paragraph (L11.04), during the period of the year when they are not required to be at work.

## **Article L12.00 – Job Posting**

L12.01 Upon the Board becoming aware that a new position is about to be created, or that a vacancy has occurred or is about to occur, the Board will electronically post the position to the Board's online posting system for five (5) working days and copy the Union. Employees will be able to electronically apply to the posting via the system as well. This posting process shall be limited to four (4) (original plus three) postings on each original vacancy.

Following the postings, the Board agrees to consider electronic employee requests for transfer to all positions when they become vacant prior to hiring new employees. The employee will be considered according to the measurement set out in Article L12.03. Such employee's written request shall be addressed to and kept on file by the Employee Relations/Hiring Department and shall be renewed by the employee annually prior to September 30<sup>th</sup>.

L12.02 Such posting shall contain the following information:

job description; location of the open position; required knowledge, education, experience, ability, and skills; wage group; minimum to maximum wage rate; hours of work; and approximate commencement date.

L12.03 As between two (2) or more applicants who have the ability to do the job and meet the qualifications for the position, and are relatively equal as to merit and experience, the applicant with the most seniority shall be given the position. Normally within ten (10) working days of the close of the posting date, the successful applicant and the Union will be notified accordingly.

NOTE: In any job posting, the senior candidate will be offered the position, without an interview, in circumstances where:

- (a) for that candidate, the job represents a lateral move, within the same job classification; and
- (b) there are no outstanding employment concerns in relation to attendance history, disciplinary record or work performance.

L12.04 If no applications are received by 10:00 a.m. of the fourth (4<sup>th</sup>) day following the posting date, the Board may start proceedings to secure applications from outside labour sources.

L12.05 The Board reserves the right to hire outside help provided, in its opinion, the applicants are not capable of performing the work required. If, in the opinion of the Union, the Board has not given consideration to all the relevant facts, the matter may be subject to the grievance procedure.

L12.06 It is agreed that successful applicants of the job-bidding procedure or new employees will not be permitted to apply for other positions for a period of one (1) year after the date they start in the new position except by written permission from the Board, or except when a position for which they have successfully applied disappears within the one (1) year period. The one (1) year limitation shall apply in the same manner to transfers made at the employee's request including lateral transfers within the same job classification or to another job classification in the same wage group.

The Union shall receive a copy of all written letters of permission which have been granted by the Board under this Article. It is understood, part-time employees (under **twenty-four (24)** hours per week) can apply to an additional position within the first year of a position as long as the second position does not interfere with the first position.

L12.07 The Board will send written notification to the unsuccessful, internal applicants within two (2) days after the successful candidate has been chosen, and the right of the employee to grieve shall flow from the date on which they are so advised.

L12.08 (a) The successful applicant shall commence the duties and the salary rate of the new position as soon as is practicable, having regard to the needs of the prior position as determined by the Board or its designate. However, should the employee be unable to move to the new position on or about the approximate commencement date of the new position as posted, the employee shall nonetheless be paid at the salary rate of the new position, if that rate is greater, commencing two (2) weeks after the posted approximate commencement date.

(b) The successful applicant will be given a seventy (70) working-day trial period. If the employee fails to qualify, the employee shall be transferred back to the original job classification and wage rate, as well as original work year (i.e. 10 or 12 months), if available. If such transfer causes a less senior employee to become surplus, such employee shall then be subject to the lay-off procedure. The position left open by such transfer back shall be subject to the posting procedure.

(c) If the applicant feels unable to continue in the position during the seventy (70) working day trial period, the employee shall be given a letter of permission to apply for other vacant positions.

L12.09 New Positions and Re-Classifications

(a) Where new positions are created or significant changes are made to a current position, the Board will so advise the Union, and the position described by the Board shall be evaluated in accordance with Article L25.16.

(b) Where a position, created after the effective date of this Agreement, poses the question as to its inclusion or exclusion in the bargaining unit, the question may be resolved through the Grievance Arbitration Procedure and/or an application to the Ontario Labour Relations Board.

L12.10 Employees who are absent due to illness or accident shall maintain their position and location for a two (2) year period following initial receipt of Long-Term Disability and/or Workplace Safety and Insurance Board benefits. During this time the Board shall fill the assignment with a temporary employee on a temporary basis. In the event the absent employee does not return to work after this timeframe, the position shall be posted as a vacancy.

Should the employee recover and be capable of performing the duties in the job classification previously held the employee shall be entitled to fill any suitable vacancy in that job classification available at the time. If a suitable vacancy is not available, the employee shall be entitled to displace the least senior employee in that job classification within the geographic area, provided the employee has greater seniority.

L12.11 Debriefing

An employee who has applied for a new position or vacancy in accordance with Article L12.01 and has not been successful shall be given the opportunity of a debriefing session if **they** so requests. The debriefing shall be held within fifteen (15) days of the request. Where an employee requests union representation in attendance, they will be invited.

## **Article L13.00 – Complaint and Grievance Procedure**

L13.01 Matters pertaining to the interpretation or application of this Agreement, together with complaints and grievances, shall be discussed and adjusted by the Board's designated representatives and the union committee.

L13.02 If an employee has any complaint or grievance to take up with the Board, it shall be heard in the following manner.

### Informal Step

Prior to filing a personal grievance, on a matter that is other than disciplinary, as hereinafter provided, an employee shall normally attempt, by informal discussion with **their** immediate supervisor, to resolve any matter which could be the subject of a grievance. In this discussion, the employee may be accompanied by a Union representative, and the immediate supervisor may be assisted by the appropriate unit Manager. This must take place not later than five (5) working days following the date of the incident giving rise to the potential grievance. The Employer's response must be made not later than three (3) working days following the discussion.

Any matter not settled at this stage may become the subject of a grievance and be dealt with as follows:

### Step 1

The grievance of an employee shall be stated in writing on a standard form supplied in triplicate by the Union which shall be completed as indicated on the form and signed by the employee and the union officer. The form will then be presented to a representative from the Human Resource Services Department who will state **their** decision in writing within seven (7) working days of receipt of the grievance.

## Step 2

If the decision of the Human Resource Services Department is not satisfactory to the employee concerned, the matter will be referred to the **Superintendent responsible for People and Culture** or designate, with a copy to the Manager, Employee and Labour Relations, and the Union Committee, and the Superintendent or designate shall convene a meeting. The Superintendent or designate shall notify the Union, within four (4) working days, of proposed dates for a Step 2 meeting, which shall be scheduled on a mutually agreeable date. At this meeting a representative of the Canadian Union of Public Employees may be present if either party requests such presence.

The **Superintendent responsible for People and Culture** or designate, shall give a decision to the Union Committee within seven (7) days after the meeting. If the Superintendent's decision at this stage is not satisfactory to the Union Committee, then the grievance may be referred to arbitration as hereinafter provided.

- L13.03 It is mutually agreed that no grievance shall be considered, the alleged circumstances of which originated or occurred ten (10) days prior to its original presentation except in the case of grievances regarding wages which shall have a time limit of thirty (30) days from date of receipted acknowledgement of earned wages.
- L13.04 (a) The Board agrees to recompense committee members at their current wage rate for a reasonable amount of time spent in dealing with grievances. This is to apply to time spent in dealing with complaints or grievances in the office during the employees' regular working hours and further includes time spent on grievances after they have reached the arbitration stage (provided the Board does not have to supply a replacement for a committee member).
- (b) The Board agrees to allow a Grievor with an Individual Grievance to take an unpaid leave of absence for one-half day ( $\frac{1}{2}$  day) prior to a scheduled and confirmed first date of an arbitration hearing into the employee's Individual Grievance, as long as the **Superintendent responsible for People and Culture** or designate, receives a request in writing from the Union a minimum of five (5) days in advance of the requested leave, with a copy to the Manager, Employee and Labour Relations. The employee will be paid ~~his or her~~ **their** salary by the Board, which will be reimbursed in full by the Union in a timely manner.
- L13.05 Any of the times mentioned in the grievance or arbitration proceedings may be extended by mutual agreement in writing.
- L13.06 It is agreed by the parties that any grievance not processed from one step to another or to arbitration within ten (10) days of the prior answer shall be deemed to have been dropped by the party instituting the grievance.

## **Article L14.00 – Policy Grievances**

- L14.01 A policy grievance may be filed by either the Board or the Union. A policy grievance is defined and limited to one which alleges:
- (a) incorrect interpretation or administration of the Agreement which may affect the collective bargaining interests of the bargaining unit or the Board; or
  - (b) other actions which may affect the collective interests of either party; or
  - (c) a breach of an announced policy of the Board concerning benefits established under the Collective Agreement.

A policy grievance shall be filed at Step 2 of the grievance procedure as outlined in Article L13.00.

## **Article L15.00 – Arbitration**

- L15.01 Should the grievance be unresolved following receipt of the answer at Step 2, or should such answer not be given within the required time, either the Bargaining Unit or the Board may submit the grievance to arbitration. The referral to arbitration must be in writing and received by the other party no later than ten (10) working days after the expiry of the Step 2 time limit.

When either party requests that a grievance be submitted to a single arbitrator, the written referral to arbitration shall include the names of three **(3)** arbitrators. Within five (5) working days following receipt of the referral, the other party shall respond in writing, agreeing to one of the named arbitrators, or with a list of three **(3)** alternative suggestions. If the responding party does not agree to one of the three, the parties may exchange further names until agreement is reached, or at any time after the initial exchange of lists, if agreement is not reached, either party may refer the matter to the Minister of Labour for appointment of an arbitrator whose name has not appeared in the exchanges between the parties under this provision.

- L15.02
- (a) In any particular grievance, either party may indicate its preference for a Board of Arbitration, rather than a single arbitrator. In that event, the referral to arbitration [see L13.02, Step 2] shall contain the name of the party's nominee to the Board of Arbitration. Within ten (10) days of such notification, the responding party shall advise the other party of its nominee to the Board of Arbitration.
  - (b) The two **(2)** nominees shall, within fifteen (15) days of the appointment of the second of them or at some time mutually agreed upon, appoint a third person who shall be the Chairperson. The Chair may be a person from the agreed list [see L15.01], although that is not required. If the nominees are unable to agree upon a Chairperson, the appointment will be made by the Minister of Labour for Ontario upon the request of either party.

- (c) The provisions of L15.04 and Article L16.00 related to a single Arbitrator shall similarly apply to a Board of Arbitration.

L15.03 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application, or administration of this Agreement, which cannot be settled after exhausting the grievance procedure, will be settled by arbitration as defined herein, and in accordance with the *Ontario Labour Relations Act*.

L15.04 Limitations Upon Arbitrator

- (a) An arbitrator shall not be authorized to alter, modify, amend or add to any part of this Agreement.
- (b) No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless the parties request **their** assistance as a mediator prior to the commencement or in the course of an arbitration hearing.
- (c) Each party shall be responsible for an equal share of the fee and expenses of the arbitrator. If a grievance is heard by an Arbitration Board rather than by a single arbitrator, each party shall be responsible for the expenses of its own nominee to the Board of Arbitration.
- (d) At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employees concerned as witnesses, and all reasonable arrangements will be made to permit the conferring parties, or the Arbitrator, to have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

**Article L16.00 – Discipline/Discharge Cases**

L16.01 An employee claiming to have been discharged without just cause may lodge a grievance if a written statement of such grievance is lodged with the Board's Grievance Committee or its appointee within three (3) working days of discharge. The Board agrees to notify the President and the Unit Chairperson immediately of any discharge. Step 1 of the grievance procedure shall be omitted in such cases.

L16.02 When a meeting is scheduled with an employee to discuss the imposition of formal discipline, the employee may be accompanied by a member of the Union Committee, if the employee so wishes.

L16.03 Where a minimum of two (2) years have elapsed since a disciplinary matter was placed in an employee's file, the employee may request that such disciplinary material be reviewed by the **Superintendent responsible for People and Culture** or designate. A request for removal of the disciplinary material shall not be unreasonably denied.

## **Article L17.00 – Hours of Work and Overtime**

- L17.01 (a) For employees in elementary school offices, the normal hours of work shall be thirty-five (35) hours per week worked in five (5) days of seven (7) hours each, Monday to Friday inclusive.
- (b) Elementary school employees starting and stopping times regarding the school year (September to June) shall be at the discretion of the Director of Education and the Principal of each school.
- (c) It is the normal annual expectation that Elementary School **Head Secretaries** shall report to school, prior to the commencement of each school year, five (5) working days prior to the day students are scheduled to return to school, and they shall remain at school up to and including the first Friday in July, or to the end of the fourth working day after the last official school day at the end of the school year, whichever date is earlier in July.

**If the first Friday in July is Canada Day, Elementary Head Secretaries will work to the end of the fourth working day after the last official school day at the end of the school year.**

- (d) For employees in secondary schools, the starting and stopping times per day shall be set by the Principal of the school as authorized by the Director of Education. The maximum normal work week shall consist of thirty-six and one-half (36½) hours. This arrangement is to provide "make up time" for the non-working period during the **winter** and mid-winter breaks.
- (e) For employees in the Administrative Offices (except for shift workers) the normal hours of work during the school year (September - June) shall be thirty-five (35) hours per week worked in five (5) days between 7:30 a.m. and 5:00 p.m. Monday to Friday as determined by Management.
- (f) Notwithstanding (e) above, at the commencement of the school year, full-time employees in twelve (12) month positions in the Education Centre may bank make up time to cover the non-working Fridays during the summer (July and August). The arrangement to bank time will be determined by mutual agreement between the employee and the employee's immediate supervisor, subject to approval by the employee's Manager, and must be tracked and forwarded in writing to the **Superintendent responsible for People and Culture** or designate, prior to June 30<sup>th</sup> each year. Make up time shall be banked and used on a 1:1 basis, and in the event the employee banks time and transfers to another position outside the Education Centre, the made up time will be taken prior to the commencement of the new role. In the event the employee banks time but resigns or retires from the Board the banked time shall be taken leading up to their last day paid. **In certain circumstances where operational needs require staffing to be available to work on a Friday, the Principal/supervisor will ask for volunteers. Where no volunteer comes forward, the employee with the least seniority will be scheduled and will be provided the following Monday as the alternate day**

**off. Where that Monday is a holiday, the employee will have the Tuesday as the alternate day off.**

Notwithstanding Article L17.03, time banked in accordance with this provision shall not be considered or applied as overtime for any purpose.

L17.02 Present Conditions and Benefits

The Parties agree to maintain present practices with respect to breaks. It is understood that a ten (10) minute rest break is to be taken approximately mid-morning and another taken mid-afternoon. In addition, a one (1) hour unpaid lunch break is to be taken approximately mid-day.

L17.03 Overtime

Where conditions necessitate overtime, as hereinafter defined, and where such overtime is authorized, such overtime will be paid at the rate of one and one-half (1½) times the published wage rate for the first four (4) hours and double the published wage rate after four (4) hours in any one scheduled day or shift, Monday to Friday.

L17.04 Employees shall not be laid off during regular scheduled hours to avoid being paid overtime rates.

L17.05 In the case of employees in school offices, attendance at "Annual Commencements" and "Parents' Nights" will be considered as overtime. Any regular day shift employee required to work for the Adult Evening Classes will be paid at the regular overtime rates.

L17.06 Overtime Rates on Saturdays, Sundays and Paid Holidays

All time worked on Saturdays shall be paid at the rate of one and one-half (1½) times the published wage rate for each hour worked. All time worked on Sundays shall be paid at the rate of double the published wage rate for each hour worked.

Any employee who is required to work on a paid holiday shall be paid at double the published wage rate for every hour worked in addition to receiving straight time for the paid holiday.

L17.07 Notification of Overtime Work

The Board agrees that employees will be notified twenty-four (24) hours in advance (except in cases of emergency) of any night activity in the schools or offices of the Board where it is necessary to have an employee in attendance.

L17.08 Overtime for Part-time Employees

The hours of work for part-time employees shall be set in accordance with the requirements of the Board with overtime applying for any work performed over seven (7) hours per day or thirty-five (35) hours per week.

L17.09 Call-In Pay

An employee called back to work after the completion of the employee's normal shift shall receive the greater of three (3) hours at straight time or time and one-half (1½) for all hours actually worked. It is understood that this shall not apply where the employee is called in early to report for a regularly scheduled shift, or where the employee stays on from the normal shift to work overtime directly following the shift.

L17.10 Hours of Work - Part-time Employees

- (a) A part-time employee of the Board shall be allowed to work up to **twenty-four (24)** hours per week at more than one location in the Board and gain seniority for same, provided:
- i. that at no time will the two **(2)** positions be interpreted as a single position;
  - ii. that any difficulties in scheduling may, at the discretion of the appropriate principal, cause the incumbent to relinquish one of the part-time positions;
  - iii. that where any increase in hours results in the accumulated hours of the two positions exceeding **twenty-four (24)** hours per week, the incumbent shall relinquish one of the part-time positions.
- (b) Subject to operational requirements, any one **(1)** part-time position shall normally be consecutive hours with no split shifts.

**Article L18.00 – Vacations for Full-Time Employees**

L18.01 (a) Vacation for Employees in 12-Month Positions

A full-time twelve (12) month employee shall be granted an annual vacation with pay according to the following schedule:

- i. Less than three (3) years of service by June 30<sup>th</sup>: one (1) day for each complete month of service up to a maximum of ten (10) days with pay.
- ii. After three (3) years of service by June 30<sup>th</sup>: three (3) weeks at normal pay.
- iii. After eight (8) years of service by June 30<sup>th</sup>: four (4) weeks at normal pay.
- iv. After seventeen (17) years of service by June 30<sup>th</sup>: five (5) weeks at normal pay.
- v. After twenty-four (24) years of service by June 30<sup>th</sup>: six (6) weeks at normal pay.

All vacation will be normally taken during the months of July and August and during the Winter Holiday and March school breaks unless otherwise mutually agreed. **Vacation time at a time other than July and August may be taken in one (1) week blocks but no consecutive blocks unless taken in**

**conjunction with Winter Holiday or March Breaks. In which case, an employee may schedule two (2) consecutive weeks including the school breaks.** Request for vacations at other times shall be made in writing to the employee's supervisor at least thirty (30) days prior to the time desired. Approval in writing shall be forwarded to the **Superintendent responsible for People and Culture** or designate.

It is understood that to be eligible for payment for vacations on the above schedule, an employee must have been paid or on an approved pregnancy/parental leave for at least 1,540 hours (or a proportional amount if the normal hours of work are more or less than thirty-five (35) per week) on regular pay together with sick pay in the preceding twelve (12) month period ending on June 30<sup>th</sup>. If the employee has worked less than 1,540 hours (or the proportion thereof) then vacation pay shall be based on a percentage as follows:

4% of gross earnings as stipulated below (two [2] weeks vacation); 6% of gross earnings as stipulated below (three [3] weeks vacation); 8% of gross earnings as stipulated below (four [4] weeks vacation); 10% of gross earnings as stipulated below (five [5] weeks vacation); 12% of gross earnings as stipulated below (six [6] weeks vacation).

Gross earnings shall mean a sum equivalent to the number of hours paid for in the preceding twelve (12) month period ending on June 30<sup>th</sup>, multiplied by the rate of pay effective as at the date the employee takes the vacation.

The vacation year shall be calculated from July 1<sup>st</sup> to June 30<sup>th</sup>, and vacation entitlement accrued during that year must be used in the vacation year following.

(b) Preference in Summer and School Break Vacations

All full-time employees in twelve (12) month positions may, whenever conveniently possible, be granted the summer or school break vacation period preferred by the employee or at such time as may be mutually agreed upon by the **Superintendent responsible for People and Culture** or designate, and the employee. Vacation requests for summer or school breaks must be submitted to the Department Manager/Principal by April 30<sup>th</sup>, for the next vacation year (July 1<sup>st</sup> - June 30<sup>th</sup>). Approval of vacation dates shall be determined by seniority with the Board.

Requests received after April 30<sup>th</sup> shall be granted at the discretion of the Department Manager/Principal or their designates. Employees transferring through the job posting procedure to a unit or department on or after April 30<sup>th</sup> may be required to alter their vacation time to accommodate the needs of the unit or department to which the employee transferred.

- (c) **Where the Board deems exceptional circumstances have occurred, and where an employee has made any and all effort with scheduling their vacation but has been unable to exhaust their vacation entitlement, the employee may request to carry up to five (5) days of vacation into the next vacation year. This request will be considered on a case-by-case basis by the Board.**

L18.02 A regular employee voluntarily leaving the service of the Board at any time in the holiday year before vacation shall be paid in accordance with the following schedule:

- (a) Those employees entitled to receive two (2) weeks vacation or less to receive 4% of regular salary to date of termination in current holiday year.
- (b) Those employees entitled to receive three (3) weeks vacation to receive 6% of regular salary to date of termination in current holiday year.
- (c) Those employees entitled to receive four (4) weeks vacation to receive 8% of regular salary to date of termination in current holiday year.
- (d) Those employees entitled to receive five (5) weeks vacation to receive 10% of regular salary to date of termination in current holiday year.
- (e) Those employees entitled to receive six (6) weeks vacation to receive 12% of regular salary to date of termination in current holiday year.

Any holiday year will be from July 1st to June 30<sup>th</sup> of the following year.

L18.03 Twelve (12) month employees of secondary school offices shall be paid for the **winter** and mid-term breaks when those offices are closed.

Ten (10) month employees of secondary school offices will be paid for the same breaks when offices are closed but will receive only 10/12ths of the normal vacation pay entitlement.

L18.04 Vacation For Full-Time Employees In Less-Than -Twelve (12)-Month Positions:

A full-time employee assigned to a Less-Than-Twelve (12)-Month position shall have a vacation entitlement based on the twelve (12) month employee entitlement in article L18.01 (i) through (v), but pro-rated to the portion of the year they are regularly scheduled to work [e.g. 10/12ths to 10.75/12ths].

As part of vacation, an employee will receive the **winter** and mid-winter breaks with continuation of normal pay, taking into account the statutory holidays which fall during these periods. Where a full-time employee has a vacation entitlement in excess of the number of days required to maintain normal pay during the school breaks, out-of-season vacation may be requested from the **Superintendent responsible for People and Culture** or designate, with a copy to the employee's supervisor, at least thirty (30) days in advance of the desired vacation period. Out-of-season vacation may be granted only in exceptional circumstances and to a maximum of five (5) days in the school year, having regard to operational and school needs.

Should a further positive adjustment be necessary, it shall be made on the first regular pay date in June. Should a negative adjustment be necessary, it shall be divided equally and deducted from the last two (2) regular pays.

**L18.05 Paid Holidays During Vacation**

If a paid holiday falls or is observed during an employee's vacation period, an additional day's vacation will be granted for each such holiday, in addition to the regular vacation time. It is understood, however, that where an employee is paid for **winter** and mid-term breaks, there shall be no extra payment for specified holidays occurring in those periods.

**L18.06** The Board agrees that no employee shall be directed to use unscheduled vacation time rather than draw on available sick leave credits in the event the employee becomes ill and requires time off.

Where an employee is granted an unscheduled leave for illness, bereavement or any other purpose and such leave commences immediately prior to the commencement of the employee's scheduled vacation, the vacation period shall be re-scheduled upon the employee's return to work after the completion of the unscheduled leave.

**L18.07** If an employee becomes hospitalized during a vacation period, as a result of accident or illness, or suffers a qualifying bereavement under sub-paragraph L21.09(a), the days involved shall not be counted as vacation time provided that the employee submits appropriate proof of such bereavement, or a medical certificate in the case of hospitalization. In the latter instance, sick days will be charged if available. Vacation days displaced as a result of hospitalization or qualifying bereavement shall be credited back to the employee. Subject to scheduling, operational needs, and with the approval of the supervisor, the vacation period may be appropriately extended, or the vacation days may be rescheduled at a later date in accordance with the provisions of this Article.

**Article L19.00 – Paid Holidays**

**L19.01** The Board agrees to pay each full-time employee a sum equivalent to the employee's current daily rate of pay for the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	Heritage Day Family Day

under the following conditions:

The holiday must fall on a regular working day which the employee would have normally worked if the day had not been a holiday. The employee must be at work the full scheduled shift prior to and following the day of the holiday and provided such shifts are in the immediately preceding and immediately following week. The only exception to the above would be for leave of absence granted in writing or proven illness either the day before or the day after the holiday period.

Notwithstanding the above, if a holiday falls on a Saturday or a Sunday, the employee will be granted a day's pay or a lieu day with pay at the option of the Board.

- L19.02 Time off with pay will be granted on the working day preceding Christmas and on the working day preceding New Year's Day effective from 12:00 Noon. This will apply to the Administration staff only. It is understood, however, that school employees will leave when school is dismissed for the Christmas vacation and at the time determined by the Principal, such time not to be more than one (1) hour following dismissal.
- L19.03 It is clearly understood that employees employed on a less than twelve (12) month basis will not receive Civic Holiday or Labour Day Holiday pay unless they meet the requirements under Article L19.01.
- L19.04 If Heritage Day and/or Remembrance Day are not declared, a floating holiday(s) shall be granted in each year of the Agreement on a date(s) to be mutually agreed between the Board and the Union.
- The Board agrees that the floating holiday(s) referred to above shall be granted for elementary school secretaries between Christmas and New Years.
- L19.05 Remembrance Day and Heritage Day as set out in Article L19.01 will be eliminated for Secondary School employees and substituted to allow for the continuation of Article L17.01(d) for the same group.
- L19.06 Should the Federal or Provincial government enact legislation proclaiming any additional statutory holiday(s), it shall be recognized in this Collective Agreement in accordance with legislated requirements.

## **Article L20.00 – Sick Leave (See C6.00) and Retirement Gratuity Plans**

- L20.01 (a) After three (3) days of absence caused by sickness, no leave with pay shall be allowed unless a certificate of a physician or dentist is furnished to the **Superintendent responsible for People and Culture** or designate, certifying to the inability of the employee to attend to regular duties.
- (b) Notwithstanding sub-section (a) above, the Board may require an employee to submit the required certificate for a period of absence of less than three (3) days.

L20.02 Retirement Gratuity Plan – Schedule B attached hereto.

## **Article L21.00 – Leave Of Absence**

L21.01 A leave of absence without pay, but without loss of seniority, will be granted to a union member to attend business meetings and conventions of the Union, provided that two (2) weeks prior clear notice, in writing, of the desire to obtain such leave of absence shall be given to the **Superintendent responsible for People and Culture** or designate, and provided also that the leave of absence shall be limited to four (4) persons at any one time for periods of up to ten (10) days duration, and provided such persons are not from the same school or department. Such leave is to be granted not more than twice in any one (1) year. Employees on leave of absence, without pay, for Union business will receive their regular pay and benefits for such period of absence, and the employer shall bill the Treasurer of the Local for all wages and benefits received during such absence.

L21.02 The Board may grant a leave of absence, without pay or without loss of seniority or occupational classification, to an employee who requests such leave for good and sufficient cause. Except in extenuating circumstances, applications for leave of absence shall be submitted to the **Superintendent responsible for People and Culture** or designate, at least two (2) weeks prior to the commencement of such leave and an answer to an application will normally be given in writing within seven (7) calendar days.

### **L21.03 Pre-Planned Leave of Absence Without Pay for Union Business**

1. Where an employee in the bargaining unit is elected or appointed as President or Vice-President of the Local, the Union will submit a request for an unpaid leave of absence (up to full-time) to the **Superintendent responsible for People and Culture** or designate. Such a leave will be granted and, where the Union requests that the Board administer pay, benefits and sick leave arrangements for the employee during the leave, that will be attended to, as follows:

- i. salary will be paid as directed by the Local, and
- ii. benefit participation and sick leave accrual may be continued in accordance with the appropriate collective agreement.

These arrangements are subject to timely reimbursement, by the Local, of salary and benefit costs. The Local will report the employee's sick leave usage on a monthly basis.

### **2. Release for WSIB Representative**

Where an employee in the bargaining unit is elected or appointed as CUPE WSIB Representative of the Local, the Union will submit a request for an unpaid leave of absence (up to full-time) to the **Superintendent responsible for People and Culture** or designate. Such a leave will be granted and, where the

Union requests that the Board administer the pay, benefits and sick leave arrangements for the employee related to the leave, the Board will continue the salary, benefits and sick leave arrangements in accordance with the appropriate collective agreement. This is subject to the timely reimbursement, by the local, of the salary and benefit costs. The local will report the employee's sick leave usage on a monthly basis.

3. Where an employee in the bargaining unit is elected or appointed as Secretary-Treasurer of the Local, the Union will submit a request for an unpaid leave of absence (up to full-time) to the **Superintendent responsible for People and Culture** or designate. Such a leave will be granted and, where the Union requests that the Board administer the pay, benefits and sick leave arrangements for the employee related to the leave, the Board will continue the salary, benefits and sick leave arrangements in accordance with the appropriate collective agreement. This is subject to the timely reimbursement, by the local, of the salary and benefit costs. The local will report the employee's sick leave usage on a monthly basis.
4. The Union will submit a request for an unpaid leave of absence for the employee in the bargaining unit who is elected or appointed as Unit Chairperson (up to full-time) to the **Superintendent responsible for People and Culture** or designate. Such a leave will be granted and, where the Union requests it, the employee will continue to receive her/his regular salary and benefits, subject to timely reimbursement of salary and benefit costs by the local.
5. No more than two (2) stewards/committee members of the bargaining unit will be granted an unpaid leave of absence for union business on behalf of the bargaining unit at any one time, except for purposes of a Union provincial or national convention or meeting, in which case up to eight (8) committee members will be approved for leave up to a maximum of fifteen (15) consecutive days each to attend. Requests for additional days off for union business for union stewards will be considered on a case-by-case basis.
6. Should an employee in the bargaining unit be elected or appointed to a National or Provincial union committee the Union shall submit a request for leave. Such a leave will be granted and, where the Union requests it, the employee will continue to receive her/his regular salary and benefits, subject to timely reimbursement of salary and benefits by the local.
7. For any bargaining unit member on a Pre-Planned Leave of Absence for Union Business, the bargaining unit member's position may be replaced on a casual/or temporary basis, as deemed appropriate.

L21.04 The Board will grant a leave of absence for a maximum of two (2) years to any employee who requests such leave by reason of election or appointment as an officer of the Union without pay and without loss of seniority or occupational classification. Any such requests together with requests for extensions shall be in writing addressed to the **Superintendent responsible for People and Culture** or designate.

L21.05 Applications for a leave of absence (without pay) shall be submitted to the **Superintendent responsible for People and Culture** or designate, at least four (4) weeks prior to the commencement of such leave except for leave as noted in Article L21.01, L21.03, L21.10 and except in extenuating circumstances.

Where the leave granted is for twelve (12) months or less, the employee shall return to the position held prior to going on leave. Where the leave is in excess of twelve (12) months pursuant to articles L21.03 or L21.11, the employee on return will be entitled to displace the least senior employee in the job classification held by the employee prior to going on leave.

L21.06 The employee will accumulate seniority during any leave of absence to a maximum of twelve (12) months.

L21.07 Jury Duty

When an employee is summoned for jury duty or subpoenaed by the Crown, the Board agrees to compensate the employee for the difference between the pay the employee would have received while working and the fee received from the Court. The Board will continue to pay the employee **their** wages, and the employee will remit to the Board the fee received from the Court. Employees are to report back to work when they are not required to serve or give evidence, and where there is still time left in the regular work day. An employee chosen for jury duty must notify the **Superintendent responsible for People and Culture** or designate immediately.

Be it further understood those employees working a regularly scheduled night shift will not be expected to report to work if attending at court during that day for jury duty or as a result of subpoena by the Crown. Notwithstanding this, night shift employees are encouraged to voluntarily return to work for their shift once the matter adjourns for the day.

L21.08 Compulsory Quarantine

Salary for time lost due to compulsory quarantine shall be paid to employees when certified by the local Medical Officer of Health and is not chargeable to sick leave.

Notwithstanding the foregoing, an employee who is temporarily prohibited by her or his physician from entering a particular area or building due to the presence or suspected presence of an organism or illness of a temporary nature shall so notify the **Superintendent responsible for People and Culture** or designate, and may be re-assigned as necessary during the period of prohibition. The employee shall be responsible for providing the Board with a medical certificate stating the reason for the prohibition, the nature of and reason for the concern, and the time period for

which re-assignment may be necessary.

L21.09 (a) Bereavement Leave

An employee shall be allowed five (5) successive working days (not including weekends) for leave of absence, with pay, on notification of the death of an employee's spouse/common law, child, parent, sister or brother.

Bereavement leave for up to a maximum of three (3) successive working days (not including weekends), with pay, may be granted for the purpose of making the arrangements for or attending the funeral or a formal memorial service upon the death of an employee's step sister, step brother, mother-in-law, father-in-law, grandparent, grandparent-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law, grandchild and any other person normally in residence with the employee as part of the family unit. Additional days travelling time without pay may be granted if required.

Should the funeral or formal memorial service not take place within the granted days, an employee may make a written request to the **Superintendent responsible for People and Culture** or designate, to have one (1) of the allotted days held back for use on the actual day of the funeral or formal memorial service where such will occur on a scheduled work day.

(b) Special Leave

An employee shall be granted leave of absence, with pay, for periods of up to an annual maximum of two (2) days, one (1) day per occurrence, for special or compassionate reasons, subject to the approval of the **Superintendent responsible for People and Culture** or designate, where such leaves occur during a scheduled work day. For the purpose of this paragraph, year is defined as September 1<sup>st</sup> to August 31<sup>st</sup>.

Special Leaves are:

1. to attend the graduation exercise of the employee, spouse or child from a recognized course of study from a secondary school, college or university;
2. to attend the birth or homecoming of the employee's child;
3. to write examinations to upgrade the employee's employment qualifications;
4. to attend a funeral of a close friend;
5. moving to a new place of residence on the day of the move, limited to once per year;
6. to observe religious holidays. Eligibility for religious holidays under this article is understood to apply to holy days for any religion which is recognized as being permanently established both as to the continuity of its existence and as to its rights and ceremonies.

7. **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**
8. **Attendance at Indigenous cultural/ceremonial events.**

(c) Leaves under the Employment Standards Act

A bargaining unit member is entitled to Family Medical Leave (s.49.3), Critically Ill Child-Care Leave (s.49.4), and Personal Emergency Leave (s.50) **and all leaves of absence under the *Employment Standards Act*** without pay, subject to the eligibility requirements and terms for each leave as specified in the Act and Article C12.00, where applicable.

L21.10 (a) Pregnancy Leave

Upon written request, pregnancy leave without pay shall be granted in accordance with the Employment Standards Act. Where possible, the employee must give the Board at least two (2) months written notice of the date the leave is to begin, along with a certificate from a legally qualified medical practitioner stating the expected date of delivery. The pregnancy leave may end earlier than planned if the employee gives the Board four (4) weeks written notice before the desired date of return to work. In any event, pregnancy leave must commence no later than the earlier of the due date of the employee or the date the child is born.

(b) Parental Leave

Upon written request, parental leave without pay, shall be granted in accordance with the *Employment Standards Act*. Where possible, the employee must give the Board at least two (2) months written notice prior to the start of the parental leave. The parental leave may end earlier than planned if the employee gives the Board four (4) weeks written notice before the desired date of return to work.

(c) Provisions Applicable to Both Pregnancy and Parental Leaves

- i. Seniority shall continue to accrue during the statutory length of the pregnancy leave, and/or a parental leave pursuant to the Employment Standards Act.
- ii. During pregnancy or parental leave, an employee's entitlement to benefits is in accordance with the CUPE Education Worker Benefits Trust.
- iii. Where an extended leave has been granted, the employee's entitlement to benefits is in accordance with the CUPE Education Workers Benefits Trust.

- iv. Notwithstanding Article L21.05, where a pregnancy leave or a Parental leave is granted under the provisions of the Employment Standards Act, the employee shall return to the position vacated at the commencement of the leave, if that position continues to exist. Where the position no longer exists, the employee will be returned to the same job classification if available or to a job classification in a lower wage group as a temporary measure, but shall be returned to the job classification vacated at the commencement of the leave when a full-time vacancy occurs.
- v. Vacation entitlement shall continue to accumulate in the normal fashion during the statutory length of the pregnancy and parental leave.

(d) Extended Leave

An employee may request an extension to a pregnancy and/or parental leave, without pay for a maximum total leave of up to twenty-four (24) months. An employee must apply in writing for the extended leave not later than four (4) weeks in advance of the commencement of the leave. It is understood that a leave under L21.02 may not follow a Pregnancy/Parental/Extended leave. It is also understood that Benefits coverage during the extended leave is in accordance with the CUPE Education Worker Benefits Trust.

Seniority shall continue to accrue during this extended leave.

L21.11 Political Leave

The Board agrees to grant an unpaid leave of absence to any permanent employee as long as **they** hold municipal, provincial, or federal office, for a maximum of one (1) term of office. Where such employee takes office part-way through a term, the Board may, at its discretion, grant an extension of the unpaid leave of absence for the subsequent term only, where the employee continues to hold such office. Political leave shall be without loss of seniority held at the time of the leave plus a maximum of six (6) months.

L21.12 Educational Leave

For an employee requiring a leave of absence to attend an educational institution on a full-time basis to upgrade education, the Board agrees to grant a leave of absence, without pay and without loss of seniority held at time of leave, plus twelve (12) months, for a period not to exceed two (2) years.

The additional education sought must be related to their current position or a role with the Board they are seeking to become qualified for in order to be approved.

L21.13 Maternity Benefits/SEB Plan

- Supplemental Employment 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 one hundred percent (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 one hundred percent (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, mid-winter break, etc.), the full eight (8) weeks of top up shall continue to be paid.**
  - (d) **Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.**
  - (e) **Employees completing a long-term supply assignment of six (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.**

It is understood by both parties to this Agreement that the SEB Plan set out herein is based upon and is subject to Employment Insurance (E.I.) Regulations and procedures. In the event of amendment to those E.I. Regulations and procedures, these SEB provisions will be reopened and renegotiated by the parties, as required, to ensure ongoing acceptance by E.I. authorities.

1. The object of this SEB Plan is to supplement the E.I. benefits from the Canada Employment Insurance Commission for temporary unemployment caused by pregnancy leave or parental leave.
2. This Plan covers the employees covered by the Collective Agreement between C.U.P.E., Local 218 (Office, Clerical, Technical) and the Durham District School Board.
3. The other requirements for receipt of SEB are:
  - (a) the employee must be eligible to receive E.I. pregnancy or parental benefits from the Canada Employment Insurance Commission;

- (b) an application for SEB must be made by the employee on a form to be provided by the Board and the employee shall provide verification of the approval of the E.I. claim (in the form of **their** E.I. benefit stub and/or by obtaining a computer report from the Commission) indicating the weekly amount to be paid by the Canada Employment Insurance Commission;
  - (c) the employee shall sign an agreement with the Board indicating:
    - i. that the employee will return to work (prior to submitting any resignation) and remain in the service of the Board after returning from the employee's pregnancy leave or parental leave (and any subsequent additional leave granted by the Board under the terms of the Collective Agreement) for a minimum period of three (3) months.
    - ii. that should the employee not comply with (i) above the employee shall reimburse the Board any monies paid to the employee under this SEB Plan.
4. An employee must have applied for and be in receipt of E.I. benefits in order to receive payments under this SEB Plan.
  5. An employee disentitled or disqualified from receiving E.I. benefits shall not be eligible for a SEB A SEB payment shall be made only when it has been verified that the employee has applied for and is in receipt of E.I. benefits.
  6. An employee shall not have the right to a SEB payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.
  7. Other Income:

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under this Plan.
  8. The benefit level paid under this Plan is set at a weekly rate equal to **ninety (90%) percent** of the employee's weekly insurable earnings as determined by the Canada Employment Insurance Commission. It is understood that in any week the total amount of the SEB, E.I. gross benefits and any other earnings received by the employee shall not exceed **ninety-five (95%) percent** of the employee's normal weekly earnings consistent with the Canada Employment Insurance Commission regulations.
  9. The **one (1)** week waiting period is the maximum number of weeks for which a SEB is payable and will be paid to the employee upon submitting proof of serving the first week of waiting period.

10. This Plan shall remain in effect for the term of the Collective Agreement.

## **Article L22.00 – Employee Benefits**

- L22.01 For detailed information on benefits, refer to the booklets provided by the insurance company or the Education Workers' Benefits Trust. The benefits as described in these booklets shall be the determining factors for health benefit coverage.
- L22.02 The Board and Union agree that employees are responsible for one hundred (100%) percent of the LTD premiums which are deducted from employees on the second (2nd) pay of each month. For employees working less than twelve (12) months, deductions will also be made on the first pay in May and June to cover the premiums for July and August. Should the Parties decide to change carrier of the LTD Plan, they shall mutually agree on the change before the carrier is changed.
- L22.03 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 one hundred and thirty-one (131) days. The additional days shall be payable at ninety (90%) percent 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 one hundred and thirty-one (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.**
- L22.04 Participation in the Group Life Insurance A.D. & D. and Long-Term Disability is a condition of employment.
- Where employees choose to remain in employment beyond age sixty-five (65), it is understood that eligibility to participate in the LTD program ends at age sixty-five (65) in accordance with the Master Policy.
- L22.05 Ten (10) month employees who are laid off during the summer and who are expected to return to work in September will continue to receive benefit coverage if provided for under the Education Workers' Benefits Trust.
- L22.06 The Board shall provide to the Union annually, on request, a copy of the Board's Master Long-Term Disability Policy that applies to bargaining unit employees.
- L22.07 **Employment Insurance Rebate**
- Effective January, 1999, and for each year thereafter, it is agreed that the Employee's share of the E.I. premium reduction rebates will be credited for their benefit in relation to benefit improvements in the current Collective Agreement.

## **Article L23.00 – Pension**

L23.01 The Board shall continue to pay an amount equal to the employee contribution to O.M.E.R.S. or Ontario Teachers Pension Plan, as applicable, for the Pension Plan.

It is recognized that full-time employees who have been covered by O.M.E.R.S. and who move to a part-time status shall continue to be covered by O.M.E.R.S.

## **Article L24.00 – Supplementation of Workplace Safety & Insurance Award**

L24.01 If an employee is prevented from performing regular work with the Board on account of an occupational accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act, the school Board will supplement the award made by the Workplace Safety & Insurance Board for the loss of wages to an employee by such an amount that the award of Workplace Safety & Insurance Board for loss of wages together with the supplementation of the school Board, will equal **one hundred (100%) percent** of the employee's regular wage after normal income tax deductions and after considering the tax free status of Workplace Safety & Insurance income. The portion to be paid by the School Board is to be chargeable to the employee's sick leave reserve and will only be paid if the employee has sick days available.

L24.02 The Board agrees to provide the employee with a copy of the Form 7 at the time it is submitted to WSIB.

L24.03 The Board agrees to notify an employee of its intention to dispute **their** claim with the Workplace Safety and Insurance Board.

L24.04 WSIB Top-Up

If a class of employees was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-19 collective agreement.

Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

## **Article L25.00 – General Conditions**

L25.01 Bulletin Boards

The Board shall provide bulletin boards for each office in locations designated by the Board upon which the Union shall have the right to post notices of meetings and other appropriate Union business.

L25.02 The Board to provide a list of those employees on leaves of absence, including WSIB, LTD, etc. to the Union twice per year as requested.

L25.03 General

Wherever the singular is used in this Agreement, it shall be considered as if the plural had been used where the context so requires.

L25.04 Mileage Allowance

Employees requested to use their own vehicles for business purposes will be reimbursed for mileage at the Board approved rate as per Board policy and procedure.

Information Technology Services staff responsible for the hauling of computer equipment from worksite to worksite in their personal vehicle may, as determined on a case-by-case basis, be reimbursed an additional **seven cents (\$0.07)** per kilometre.

L25.05 Credit Union

The employer agrees to deduct authorized credit union contributions from each pay and to remit such to one (1) of the two (2) recognized credit unions, within one (1) week of the date of the deduction.

L25.06 Pay Arrangements

(a) Pay Days

It is agreed that employees shall be paid every second Thursday.

(b) Direct Deposit

Each employee covered by this Collective Agreement shall be paid by means of a direct deposit electronic transfer system. It is understood that the Board incurs no additional liability to employees by implementing a direct deposit electronic transfer payroll system and that its obligation to employees on its payroll is satisfied when its payroll cheque is deposited with the banking institution which is responsible for the administration of the direct deposit system.

(c) Newly hired employees will provide the Board with the bank, trust company or credit union information necessary for deposits to be made into their accounts by no later than the date their employment commences. A failure to provide the information on or before that date may result in a withholding of pay. Employees will advise the Board of any changes in their bank, trust company or credit union arrangements at least fifteen **(15)** school days prior to a pay day for the changes to be made for that pay day. Where there is insufficient information provided to allow a direct deposit to be made, the employee's pay will be held by the Board without interest. In addition, this Collective Agreement authorizes the Board to collect reasonable administration charges from an employee's salary if the Board is required to perform administrative work not otherwise required but for the employee's acts or omissions respecting the employee's direct deposit responsibilities.

- (d) In the event that the rules pertaining to Employment Insurance are amended, either Party may request a meeting to review and discuss pay arrangements.

**L25.07 Criminal Background Checks/Offence Declarations**

The Board is required by law to collect Criminal Background Checks and Offence Declarations on its employees in accordance with the regulations of Ontario.

With the cooperation of the employees, the Board shall collect and manage personal documents and information including Criminal Background Checks and Offence Declarations, in a secure manner that provides for confidentiality and privacy for employees.

Any disciplinary action related to the Criminal Background Check or the Offence Declaration required by regulation may be the subject of a grievance.

- L25.08** Employees shall take reasonable steps to keep safe any money or equipment that is the property of the Board.

**L25.09 Hold and Secure/Lockdown**

In the event of an emergency where the school/work site has been placed into hold and secure, or locked down, and the members are required to stay beyond their normal working hours, they will be compensated at time and one-half for the additional hour(s), where such additional hours would otherwise have qualified as overtime.

**L25.10 Personal Contact Information**

It is a bargaining unit member's responsibility to update the Board with respect to any changes to personal contact information including, but not limited to, current residential address and primary phone number.

**L25.11 Annual Pay Equity Plan**

The Board shall provide the Union with an annual pay equity plan for the bargaining unit by no later than April 30th, unless another date is mutually agreed upon.

**L25.12 Contracting In/Contracting Out**

The Durham District School Board and CUPE 218 are committed to open communications and a transparent process in regard to contracting in services.

Through the Labour-Management committee the parties will review opportunities to contract in work into the bargaining unit that is currently contracted out. Any such discussions must demonstrate if the Board were to consider contracting in any services, there would be a cost savings to the Board and an ability to meet system needs.

**L25.13 Supervision**

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

This does not diminish any employee's obligation to assist in extenuating circumstances or in emergency situations under the *Education Act* or any other applicable legislation.

L25.14 The Board shall not require a bargaining unit member to transport students in their personal vehicle. Notwithstanding this, the Union will not object if bargaining unit members volunteer to do so and such transportation is performed in compliance with Board Procedures.

L25.15 School Secretaries shall not be responsible for opening and/or closing the school except in extenuating and/or emergency circumstances.

L25.16 Job Evaluation

Except as otherwise provided for in this Collective Agreement, job evaluations shall be conducted in accordance with, and subject to, the Job Evaluation Terms of Reference as agreed to by the Board and the Union.

The Board will make the Job Evaluation Terms of Reference document available to employees. For clarity, notwithstanding this article, the Job Evaluation Terms of Reference document, as agreed to by the Board and the Union, does not form part of the Collective Agreement.

L25.17 Administration of Prescription Medication

The Board agrees to ensure that all employees in schools shall have access to Board Procedure #5140 Administration of Prescription Oral Medication, Procedure #5135 Administration of Prescriptive Medication by injection, and Procedure #5135.1 Guidelines for Dealing with Anaphylaxis Emergencies.

The Principal of a school shall ensure that employees are aware of the usual location(s) for the storage of prescription medications.

## **Article L26.00 – Wage Rate and Job Classification Schedules**

L26.01 The wage rate and job classification schedule shall be as shown in Schedule A, Part A respectively, attached hereto and forming part of this Agreement.

L26.02 Wage Rate on Appointment

All newly appointed employees will start at the minimum wage rate of the job classification to which they are assigned or at such greater wage rate as the Board may decide is commensurate with the employee's ability and past experience. The Board shall notify the Union, in writing, of any appointments to which more than the minimum wage rate is granted.

L26.03 Annual Increments

For all employees, the increment adjustment in wage rates shall be made on the anniversary date of hire.

L26.04 (a) Permanent Transfer to a Higher Wage Group

An employee who is permanently transferred to a position in a higher wage group will move to the same level on the progression scale in terms of years of experience as held in the previous position.

(b) Transfer to a Lower Wage Group

Where the Board, for its convenience, transfers an employee to a position in a lower wage group, the employee will receive the previous wage rate on a red-circled basis, until such time as the lower wage rate equals or exceeds the employee's previous wage rate.

An employee who moves to a position in a lower wage group through the job posting procedure, or where the employee has requested such a transfer, or where such transfer is the result of a lay-off or bumping procedures, the employee will receive the wage rate in the lower wage group, but on the progression scale in terms of years of experience as held in the previous position.

L26.05 Temporary Transfers

The Board shall have the right to temporarily transfer employees without change of wage rate, except that where a transfer exceeds one (1) day and is to a higher paid position. The employee shall be paid the higher wage rate effective from the first day of transfer.

The higher wage rate shall be calculated in accordance with the provisions of Article L26.04.

L26.06 Transfer Within A Job Classification and/or Wage Group

When an employee is transferred by the Board from one position to another position in the same job classification and/or wage group, the employee shall retain the same wage rate in accordance with Schedule "A", Part A.

L26.07 Shift Premium

Employees working an afternoon shift which is defined as a shift in which the majority of the regularly scheduled hours fall between 16:00 hours and 24:00 hours, shall receive an hourly premium of \$0.69 effective September 1, 2019; \$0.70 effective September 1, 2020; \$0.71 effective September 1, 2021. Employees working a night shift which is defined as a shift in which the majority of regularly scheduled hours fall between 24:00 and 08:00 hours shall receive an hourly premium of \$0.69 effective September 1, 2019; \$0.70 effective September 1, 2020; \$0.71 effective September 1, 2021. It is understood such premiums shall not be used as a basis for calculation of overtime.

## **Article L27.00 – Regular Part-Time Employees**

L27.01 Regular part-time employees, that is, employees normally employed for twenty- four (24) hours weekly or less, are not entitled to the provisions of Articles L18.00, L19.00, L20.00, except that:

(a) Regular part-time employees shall receive vacation pay on the first pay date in June on the following basis:

Less than <b>three (3)</b> years of continuous service:	4% of gross pay
After three (3) years of continuous service:	6% of gross pay
After eight (8) years of continuous service:	8% of gross pay
After seventeen (17) years of continuous service:	10% of gross pay
After twenty-four (24) years of continuous service:	12% of gross pay

Gross earnings shall mean a sum equivalent to the number of hours paid for in the preceding twelve (12) month period ending on June 30, multiplied by the rate of pay effective as at the date of pay out.

(b) Regular part-time employees shall be entitled to the provisions of Article L21.00 and Article L25.00.

(c) Regular part-time employees shall receive payment for Statutory Holidays in accordance with the provisions of the Employment Standards Act and Boxing Day and Easter Monday.

## **Article L28.00 – Definition of Full-Time and Part-Time**

L28.01 (a) Full-time employee shall be defined as an employee who normally works more than twenty-four (24) hours per week.

(b) Part-time employee shall be defined as an employee who normally works twenty-four (24) hours per week or less.

## **Article L29.00 – Temporary Employees**

L29.01 Temporary employees may be hired by the Board from the casual list, where the individual is qualified, to cover for employee absences or for a period of up to six (6) months for relief work or during peak periods, or for a period of up to twenty- four (24) months to replace an employee absent on Pregnancy/Parental/ Extended leave or replacing an employee in receipt of Long-Term Disability and/or Workplace Safety and Insurance Board benefits as per L12.10. During these periods they will not be subject to the terms of this Agreement except as to the wage rate and the check-off provision as provided for in Article L5.01.

Temporary employees shall receive vacation pay of **four (4%) percent** or **six (6%) percent** of gross earnings excluding the vacation pay in accordance with the Employment Standards Act, for each pay period, payable on the regular pay cheque applicable to that pay period. It is understood, however, that employees on lay-off, and in all cases having the required qualifications and experience for the job, will be recalled before any new temporary employees are hired under this article. The periods noted above may be extended by mutual agreement. The Union shall be advised of temporary appointments in excess of two (2) months under this article.

### **Article L30.00 – Strikes and Lock-Outs**

L30.01 There shall be no strike or lock-out, slow-down or stoppage of work, either complete or partial, during the term of this Agreement.

### **Article L31.00 – Term of Agreement**

L31.01 This Collective Agreement shall continue in force and effect from September 1, **2022** until August 31, **2026**. Either party to this Agreement may, not more than ninety (90) days and not less than thirty (30) days prior to August 31, **2026** present to the other party, in writing, proposed terms of a new or further Agreement and/or amendments to this Agreement, and a meeting shall be held within twenty (20) days at which time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by August 31, **2026** this Agreement and all of its terms will continue in force until a new Agreement is executed or completion of conciliation proceedings, as prescribed by law, whichever shall first occur.

### **Article L32.00 – Workplace Health and Safety**

L32.01 Unless legislation expressly prohibits maintenance of the status quo, the Board agrees to meet its obligations under the Ontario Occupational Health & Safety Act, in effect on the final ratification date of the Collective Agreement, as the minimum standard.

L32.02 The Union and the Board agree that issues involving workplace aggression or violence shall be brought to and discussed in the **Joint Health and Safety Committee** and may be referred as necessary to the **Labour/Management Committee**.

L32.03 The Board shall maintain and apply a workplace harassment procedure in accordance with its obligations pursuant to the Ontario Human Rights Code.

L32.04 The Board agrees to continue to involve the union in the Ability Management Program. The Board shall invite the Union representative to any meeting where a return to work/accommodation plan is being discussed.

**Schedule A – Job Classification and Wage Rate Schedule**

**September 1<sup>st</sup>, 2022**

<b>Point Band</b>	<b>Wage Group</b>	<b>Job Classification</b>	<b>Minimum</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
415-429	17	Network Analyst Network Analyst - Security Network Analyst-VoIP	\$38.33	\$41.60	\$44.86	\$47.67
400-414	16		\$37.00	\$40.14	\$43.29	\$45.99
385-399	15	Senior I.T. Specialist Server Storage Analyst Transportation Route Analyst User Experience Analyst User Experience Analyst – Special Education	\$35.99	\$39.02	\$42.04	\$44.74
370-384	14	Administrative Assistant – Continuing Education Co-ordinator/Trainer - Transportation Dept. Media Technician – Communications	\$34.65	\$37.55	\$40.48	\$43.06
355-369	13	Assistant Project Designer (Facilities Services) I. T. Specialist Local Area Network (L.A.N.) Administrator - D.C.E. Media Technician – I.T. Services Supply/Dispatch Co-ordinator	\$33.29	\$36.24	\$39.05	\$41.38
340-354	12	Application Administrator Client Support Specialist Graphic Designer Head Secretary - Grove School Head Secretary - Secondary Schools Intermediate Programmer/Analyst Payroll and Benefits Specialist Payroll Specialist	\$32.39	\$35.13	\$37.86	\$40.21
325-339	11	Administrative Secretary <ul style="list-style-type: none"> <li>• Student Success</li> <li>• Programs, K - 6</li> </ul> Head Secretary - Elementary School Local Area Network (L.A.N.) Administrator - Secondary School Secretary – Return Ticket Program	\$27.19	\$29.44	\$31.75	\$33.72

Point Band	Wage Group	Job Classification	Minimum	Year 1	Year 2	Year 3
310-324	10	Accounting Clerk "A" Administrative Secretary - Facilities Services Administrative Secretary – Safe Schools Asset Management Analyst Benefits Coordinator Junior Programmer Analyst Professional Library and Media Technician Senior Purchasing Clerk Senior Secretary - Continuing Education	\$26.77	\$29.07	\$31.31	\$33.26
295-309	9	Accounting Clerk "B" Administrative Secretary - Custodial Services Administrative Secretary – FAC/AD Office Clerk – Supply/Dispatch Support Co-ordinating Secretary - Special Education Computer Operator/Programmer Secretary - Health & Safety Secretary - Property, Insurance & Construction Senior "CLASS" Support - Continuing Education Senior Secretary – D.A.S.S.	\$24.76	\$26.85	\$28.91	\$30.68
280-294	8	Admin Asst, Student Achievement & Curriculum Administrative Bilingual Secretary – Facilitators/Ed. Officer Administrative Secretary <ul style="list-style-type: none"> <li>• Equity Department Services</li> <li>• Family of Schools</li> <li>• ELRN, Curriculum Portfolios</li> <li>• Psychological Services</li> <li>• ISS</li> <li>• ISS-SEA</li> <li>• Special Education</li> </ul> Asset Management Specialist "CLASS" Support – Continuing Education* Payroll/Positive Enrolment Clerk* Receptionist/Secretary – Media Centre	\$24.39	\$26.43	\$28.50	\$30.28

		<b>Secretary</b> <ul style="list-style-type: none"> <li>• Energy Department</li> <li>• ESL/LINC*</li> <li>• Literacy Basic Skill</li> <li>• Maintenance Centre</li> </ul> <b>Senior Clerk - Employee Relations/Services*</b> <b>Senior Secretary – Grove School</b> <b>Senior Secretary - Secondary Schools</b>				
265-279	7	<b>Administrative Secretary</b> <ul style="list-style-type: none"> <li>• Facilitators/Ed. Officer</li> <li>• Operations/Leadership</li> <li>• Program Department</li> </ul> <b>Benefits Clerk*</b> <b>Clerk- Occasional Support Staff*</b> <b>Receptionist/Secretary – Continuing Education – Pickering</b> <b>Receptionist – Special Projects – Continuing Education</b> <b>Research Assistant</b> <b>Secretary</b> <ul style="list-style-type: none"> <li>• Community Use of Schools</li> <li>• Credential Centre</li> <li>• D.A.S.S./Safe Schools</li> <li>• Durham Training Solutions *</li> <li>• Employability Skills</li> <li>• Learn at Home</li> <li>• Planning</li> <li>• Special Education Records*</li> </ul> <b>Transportation Clerk</b>	\$24.27	\$26.28	\$28.34	\$30.05
250-264	6	<b>Accounts Payable Clerk</b> <b>Assistant Secretary - Elementary Schools</b> <b>Clerk – Occasional Support Staff</b> <b>Intermediate Secretary - Secondary Schools (Guidance)</b> <b>Non-Resident Clerk</b> <b>Offset Press Operator*</b> <b>Secretary</b> <ul style="list-style-type: none"> <li>• DCE Guidance and Training</li> <li>• Employee Relations/Hiring</li> <li>• Operations</li> </ul>	\$23.91	\$25.93	\$27.91	\$29.62

Point Band	Wage Group	Job Classification	Minimum	Year 1	Year 2	Year 3
235-249	5	Intermediate Secretary - Secondary Schools (Attendance) Non Resident Clerk Receptionist - Continuing Education Secretary - Continuing Education Secretary - A.C.E.C. Senior Duplicating Machine Operator	\$23.16	\$25.08	\$27.02	\$28.64
220-234	4	Clerk/Typist <ul style="list-style-type: none"> <li>• Finance*</li> <li>• Payroll</li> <li>• Staff Development*</li> </ul> Dispatcher Intermediate Duplicating Machine Operator Junior Secretary <ul style="list-style-type: none"> <li>• Grove School</li> <li>• Secondary Schools</li> </ul> Mail Clerk Media Clerk Part-time Secretary - Elementary Schools Receptionist/Switchboard Operator Research Clerk Secretary - Early Literacy Special Equipment Allocation Clerk Word Processing Operator - Secondary School	\$23.07	\$25.01	\$26.96	\$28.59
205-219	3	Clerk/Typist - Media Centre* Receptionist – Education Centre Atrium Word Processing/Terminal Operator - Media Library	\$22.98	\$24.95	\$26.86	\$28.52

\*Denotes vacant position

The parties agree that the foregoing meets pay equity. Should a review indicate that pay equity adjustments may be required, the parties agree that such adjustments will be made in compliance with the Ontario Pay Equity Legislation.

Note: Where the length of the assignment is not known, temporary employees who are in the same position for twenty (20) or less consecutive days shall be paid at the minimum of Wage Group 4. Effective the twenty-first (21<sup>st</sup>) day, temporary employees will be paid at the minimum of the classification being replaced, and the previous twenty (20) days shall be topped up retroactively from the minimum of Wage Group 4 to the minimum of the classification being replaced.

Where the length of the assignment is known in advance to exceed twenty (20) consecutive days, temporary employees will be paid at the minimum of the classification being replaced as of the first (1<sup>st</sup>) day.

**Schedule A – Job Classification and Wage Rate Schedule**

**September 1<sup>st</sup>, 2023**

<b>Point Band</b>	<b>Wage Group</b>	<b>Job Classification</b>	<b>Minimum</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
415-429	17	Network Analyst Network Analyst - Security Network Analyst-VoIP	\$39.33	\$42.60	\$45.86	\$48.67
400-414	16		\$38.00	\$41.14	\$44.29	\$46.99
385-399	15	Senior I.T. Specialist Server Storage Analyst Transportation Route Analyst User Experience Analyst User Experience Analyst – Special Education	\$36.99	\$40.02	\$43.04	\$45.74
370-384	14	Administrative Assistant – Continuing Education Co-ordinator/Trainer - Transportation Dept. Media Technician – Communications	\$35.65	\$38.55	\$41.48	\$44.06
355-369	13	Assistant Project Designer (Facilities Services) I. T. Specialist Local Area Network (L.A.N.) Administrator - D.C.E. Media Technician – I.T. Services Supply/Dispatch Co-ordinator	\$34.29	\$37.24	\$40.05	\$42.38
340-354	12	Application Administrator Client Support Specialist Graphic Designer Head Secretary - Grove School Head Secretary - Secondary Schools Intermediate Programmer/Analyst Payroll and Benefits Specialist Payroll Specialist	\$33.39	\$36.13	\$38.86	\$41.21
325-339	11	Administrative Secretary <ul style="list-style-type: none"> <li>• Student Success</li> <li>• Programs, K - 6</li> </ul> Head Secretary - Elementary School Local Area Network (L.A.N.) Administrator - Secondary School Secretary – Return Ticket Program	\$28.19	\$30.44	\$32.75	\$34.72

Point Band	Wage Group	Job Classification	Minimum	Year 1	Year 2	Year 3
310-324	10	Accounting Clerk "A" Administrative Secretary - Facilities Services Administrative Secretary – Safe Schools Asset Management Analyst Benefits Coordinator Junior Programmer Analyst Professional Library and Media Technician Senior Purchasing Clerk Senior Secretary - Continuing Education	\$27.77	\$30.07	\$32.31	\$34.26
295-309	9	Accounting Clerk "B" Administrative Secretary - Custodial Services Administrative Secretary – FAC/AD Office Clerk – Supply/Dispatch Support Co-ordinating Secretary - Special Education Computer Operator/Programmer Secretary - Health & Safety Secretary - Property, Insurance & Construction Senior "CLASS" Support - Continuing Education Senior Secretary – D.A.S.S.	\$25.76	\$27.85	\$29.91	\$31.68
280-294	8	Admin Asst, Student Achievement & Curriculum Administrative Bilingual Secretary – Facilitators/Ed. Officer Administrative Secretary <ul style="list-style-type: none"> <li>• Equity Department Services</li> <li>• Family of Schools</li> <li>• ELRN, Curriculum Portfolios</li> <li>• Psychological Services</li> <li>• ISS</li> <li>• ISS-SEA</li> <li>• Special Education</li> </ul> Asset Management Specialist "CLASS" Support – Continuing Education* Payroll/Positive Enrolment Clerk* Receptionist/Secretary – Media Centre	\$25.39	\$27.43	\$29.50	\$31.28

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265-279	7	<b>Administrative Secretary</b> <ul style="list-style-type: none"> <li>• Facilitators/Ed. Officer</li> <li>• Operations/Leadership</li> <li>• Program Department</li> </ul> <b>Benefits Clerk*</b> <b>Clerk- Occasional Support Staff*</b> <b>Receptionist/Secretary – Continuing Education – Pickering</b> <b>Receptionist – Special Projects – Continuing Education</b> <b>Research Assistant</b> <b>Secretary</b> <ul style="list-style-type: none"> <li>• Community Use of Schools</li> <li>• Credential Centre</li> <li>• D.A.S.S./Safe Schools</li> <li>• Durham Training Solutions *</li> <li>• Employability Skills</li> <li>• Learn at Home</li> <li>• Planning</li> <li>• Special Education Records*</li> </ul> <b>Transportation Clerk</b>	\$25.27	\$27.28	\$29.34	\$31.05
250-264	6	<b>Accounts Payable Clerk</b> <b>Assistant Secretary - Elementary Schools</b> <b>Clerk – Occasional Support Staff</b> <b>Intermediate Secretary - Secondary Schools (Guidance)</b> <b>Non-Resident Clerk</b> <b>Offset Press Operator*</b> <b>Secretary</b> <ul style="list-style-type: none"> <li>• DCE Guidance and Training</li> <li>• Employee Relations/Hiring</li> <li>• Operations</li> </ul>	\$24.91	\$26.93	\$28.91	\$30.62

Point Band	Wage Group	Job Classification	Minimum	Year 1	Year 2	Year 3
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\*Denotes vacant position

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Note: Where the length of the assignment is not known, temporary employees who are in the same position for twenty (20) or less consecutive days shall be paid at the minimum of Wage Group 4. Effective the twenty-first (21<sup>st</sup>) day, temporary employees will be paid at the minimum of the classification being replaced, and the previous twenty (20) days shall be topped up retroactively from the minimum of Wage Group 4 to the minimum of the classification being replaced.

Where the length of the assignment is known in advance to exceed twenty (20) consecutive days, temporary employees will be paid at the minimum of the classification being replaced as of the first (1<sup>st</sup>) day.

**Schedule A – Job Classification and Wage Rate Schedule**

**September 1<sup>st</sup>, 2024**

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250-264	6	<b>Accounts Payable Clerk</b> <b>Assistant Secretary - Elementary Schools</b> <b>Clerk – Occasional Support Staff</b> <b>Intermediate Secretary - Secondary Schools (Guidance)</b> <b>Non-Resident Clerk</b> <b>Offset Press Operator*</b> <b>Secretary</b> <ul style="list-style-type: none"> <li>• DCE Guidance and Training</li> <li>• Employee Relations/Hiring</li> <li>• Operations</li> </ul>	\$25.91	\$27.93	\$29.91	\$31.62

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220-234	4	Clerk/Typist <ul style="list-style-type: none"> <li>• Finance*</li> <li>• Payroll</li> <li>• Staff Development*</li> </ul> Dispatcher Intermediate Duplicating Machine Operator Junior Secretary <ul style="list-style-type: none"> <li>• Grove School</li> <li>• Secondary Schools</li> </ul> Mail Clerk Media Clerk Part-time Secretary - Elementary Schools Receptionist/Switchboard Operator Research Clerk Secretary - Early Literacy Special Equipment Allocation Clerk Word Processing Operator - Secondary School	\$25.07	\$27.01	\$28.96	\$30.59
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\*Denotes vacant position

The parties agree that the foregoing meets pay equity. Should a review indicate that pay equity adjustments may be required, the parties agree that such adjustments will be made in compliance with the Ontario Pay Equity Legislation.

Note: Where the length of the assignment is not known, temporary employees who are in the same position for twenty (20) or less consecutive days shall be paid at the minimum of Wage Group 4. Effective the twenty-first (21<sup>st</sup>) day, temporary employees will be paid at the minimum of the classification being replaced, and the previous twenty (20) days shall be topped up retroactively from the minimum of Wage Group 4 to the minimum of the classification being replaced.

Where the length of the assignment is known in advance to exceed twenty (20) consecutive days, temporary employees will be paid at the minimum of the classification being replaced as of the first (1<sup>st</sup>) day.

## **Schedule B – Retirement Gratuity Plan**

*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.*

1. (a) A regular employee with a minimum of ten (10) years' service retiring at normal or earlier retirement date shall be granted a gratuity based on the employee's sick leave reserve, years of service, and salary at retirement according to the following schedule:

Years of Service	Maximum Gratuity
10	20% of the unexpended portion of sick leave reserve at the salary rate as of retirement date.

plus **two (2%) percent** for each additional year of service up to a maximum of **fifty (50%) percent** for twenty-five (25) years or over. This gratuity will be paid in one sum during the month of April of the year following retirement, or at time of retirement provided the Board is notified in writing by the employee by December 31<sup>st</sup> of the year preceding retirement.

- (b) In the event of the death of an employee, either before or after retirement but before receiving the benefits of the accumulated sick leave as provided under sub-section (i), such benefits shall be paid to the employee's spouse or surviving relatives, if any.
  - (c) Any gratuity payable under this plan shall not exceed an amount equal to the retiring employee's salary or other remuneration for the six (6) month period last worked.
  - (d) It is understood and agreed that the retirement gratuity is not a severance payment, and is payable only upon the death of an eligible employee or upon the retirement of an employee who applies for, and is eligible to receive, a pension.
2. A retiring employee, as referred to in Section (a) above, is interpreted as being one who ceases to be employed by the Board on account of age or ill health and does not include one who is resigning or being dismissed for cause.
  3. This Plan is established in accordance with the *Education Act*.

## **Letter of Intent #1 – Elementary Secretary Illness**

The Board will replace an elementary school secretary on the first day of illness, provided it is an instructional day for students and where supply staff are available.

## **Letter of Intent #2 – SEB Plan as per Ministry of Education B-Memo**

Effective January 1<sup>st</sup>, 2021 and in accordance with the Ministry of Education's B-Memo 2018:B05 and LOU #2 in Part A, the parties agree where an employee who is eligible for the Pregnancy SEB Plan, identified under Part A, the Board will issue the equivalent of one (1) week of the employee's EI payment to account for the second week of waiting period subject to receiving the appropriate supporting documentation. This payment is in addition to the payment as per the Part A provisions for the life of the 2019-2022 collective agreement.

## **Letter of Understanding #1 – Use of Volunteers**

The parties recognize the positive and substantial support provided by dedicated volunteers. However, in consideration of the employees' concern that the use of volunteers should not take away from, replace or reduce bargaining unit employment, the Board and the Union hereby agree to the following process for monitoring and evaluating the use of volunteers in the context of bargaining unit employment.

First, specific circumstances where concerns are expressed shall be referred to the Labour Management Committee for discussion. If the committee feels it is appropriate, the circumstances may be referred to the **Superintendent responsible for People and Culture** or designate, for further discussion and review.

Circumstances related to the use of volunteers that are brought to the attention of the Committee and the **Superintendent responsible for People and Culture** or designate, shall be compiled and made available to both parties on request in advance of the next round of bargaining.

The parties agree that this Letter of Understanding is not intended to alter existing rights of the parties with regard to grievability of the issue of the use of volunteers.

## **Letter of Understanding #2 – Temporary Positions**

Whereas the parties hereto are supportive of assisting employees in competing effectively in the posting process for promotional opportunities;

And whereas the prospects of employees competing effectively and succeeding in job postings can be enhanced with broadened work experience;

The parties are therefore prepared to implement the following steps to permit employees to expand their work experience, as follows;

1. Group 8 and higher temporary positions, which are known to be available for six **(6)** months or more, will be considered for issuing a notice of a temporary opportunity. Group 6 and Group 7 positions will also be considered for participation in the program, for pregnancy/parental/extended leaves of **twelve (12)** months or more;
2. Normally, only the initial temporary position will result in the issuance of a notice;
3. Interested and eligible employees who apply to the temporary position will be considered based on qualifications and merit;
4. It is understood by all concerned that there may, from time to time, be situations where the need for the temporary position will end earlier than originally anticipated. In such circumstances, the temporary arrangements will end, and the employee will return to **their** original position as soon as is reasonable, subject to operational needs.
5. If the employer, or employee in the temporary vacancy wishes to terminate the arrangement earlier than originally scheduled, a minimum of four (4) weeks written notice shall be provided.
6. If a temporary position is extended beyond what was originally scheduled, the employee has the option of continuing in the position or returning to **their** former position. In such event, a new notice of a temporary opportunity will be issued, if there is more than six months left in the temporary opportunity.

## **Letter of Understanding #3 – Casual Hours**

As a result of the 2008-2012 Collective Bargaining process, in recognition of the change in work year for elementary school secretaries, as specified in Article 17.01 (c), the Board will commit an additional sum of money, per year, to augment casual hours for each elementary school equivalent to seven (7) hours of casual secretarial support based on the appropriate pay rate for each year.

#### **Letter of Understanding #4 – Professional Development**

The parties will discuss professional development opportunities as a standing item through Labour Management Committee. Where a separate sub-committee is appropriate based on those discussions a sub-committee of equal representation of the parties will be created with appropriate resource personnel from both parties.

The Parties shall jointly plan professional development days.

#### **Letter of Understanding #5 – Pay Equity**

The parties acknowledge their joint pay equity obligations and will fulfill those obligations with consideration of the Terms of Reference for the Joint Job Evaluation Committee and the *Ontario Pay Equity Act*.

#### **Letter of Understanding #6 – Workplace Violence**

**The parties commit to engage in collaborative discussion to examine safe working environments for staff and what can be done proactively to make working environments safe for staff in support of students. This will be done through a variety of means such as Committees and informal discussions at school or Board level.**

#### **Letter of Understanding #7 – Additional Hours of Work**

**Elementary Head Secretaries will have an opportunity to work additional hours to a maximum of five (5) days, only upon approval from their direct Supervisor, in order to make-up a maximum of five (5) days for the non-working period during the Winter Holiday and Mid-Winter breaks instead of utilizing vacation to maintain pay through these periods. Notwithstanding Article L17.03, time banked in accordance with this provision shall not be considered or applied as overtime for any purpose.**

**In order to ensure cost neutrality of this initiative, the Board's overall allocation of casual secretarial hours and support per school may be reduced as well as availability of overtime opportunities.**

**Letter of Understanding #8 – Secondary School Make Up Time**

Effective date of ratification or September 1, 2023, whichever is later, full-time employees in twelve (12) month positions in a Secondary School may bank make-up time to cover the non-working Fridays during the summer (July and August) as determined by the Board. The arrangement to bank time will be determined subject to approval by the employee’s Principal/supervisor. In certain circumstances where operational needs require staffing to be available to work on a Friday, the Principal will ask for volunteers. Where no volunteer comes forward, the employee with the least seniority at the school will be scheduled and will be provided the following Monday as the alternate day off. Where that Monday is a holiday, the employee will have the Tuesday as the alternate day off.

Make-up time shall be banked and used on a 1:1 basis, and in the event the employee banks time and transfers to another position within the Board, the made-up time will carry forward with the employee who made up the time. An employee may choose to be paid out the made up time if the new position does not qualify for Fridays off in the summer. In the event the employee banks time but leaves the Board, the banked time shall be paid out. Notwithstanding Article 17.03, time banked in accordance with this provision shall not be considered or applied as overtime for any purpose.

Executed by the duly authorized representatives of the parties at Oshawa, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**For the BOARD:**

**For the UNION:**

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