

COLLECTIVE AGREEMENT

Between

YORK CATHOLIC DISTRICT SCHOOL BOARD

(Hereinafter called the “Board”)

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2331

(Hereinafter called the “Union”)

September 1, 2022 – August 31, 2026

Table of Contents

CUPE – PART A: CENTRAL TERMS.....	6
C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT	6
C1.1 Separate Central and Local Terms.....	6
C1.2 Implementation.....	6
C1.3 Parties	6
C1.4 Single Collective Agreement.....	6
C2.00 DEFINITIONS.....	6
C3.00 LENGTH OF TERM/NOTICE TO BARGAIN.....	7
C3.1 Term of Agreement.....	7
C3.2 Term of Letters of Agreement/Understanding	7
C3.3 Amendment of Terms	7
C3.4 Notice to Bargain	7
C4.00 CENTRAL DISPUTE RESOLUTION PROCESS	8
C5.00 BENEFITS	13
C5.1 Eligibility and Coverage.....	13
C5.2 Funding	14
Funding related to the CUPE EWBT will be based on the following:	14
a) Funding amounts:.....	14
C5.3 Cost Sharing	14
C5.4 Full-Time Equivalent (FTE) and Employer Contributions	14
C5.5 Payment in Lieu of Benefits.....	14
C5.6 Benefits Committee.....	15
C5.7 Privacy.....	15
C6.00 SICK LEAVE	15
C6.1 Sick Leave/Short Term Leave and Disability Plan	15
Definitions:	15
C7.00 CENTRAL LABOUR RELATIONS COMMITTEE	21
C7.1 Preamble	21
C7.2 Membership	21
C7.3 Co-Chair Selection	21
C7.4 Meetings.....	21
C7.5 Agenda and Minutes	21
C7.6 Without Prejudice or Precedent	21
C7.7 Cost of Labour Relations Meetings	21
C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES.....	22
C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS.....	22
C10.00 CASUAL SENIORITY EMPLOYEE LIST	22
C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING	22
C12.00 STATUTORY LEAVES OF ABSENCE/SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB)	22
C12.1 Family Medical Leave or Critical Illness Leave	22
APPENDIX A	25
APPENDIX B	26
Sick Leave Credit-Based Retirement Gratuities (where applicable)	26
Other Retirement Gratuities	26

APPENDIX C - MEDICAL CERTIFICATE	27
LETTER OF UNDERSTANDING #1	34
Re: Status Quo Central Items	34
LETTER OF UNDERSTANDING #2	35
Re: Status Quo Central Items and Items Requiring Amendment and Incorporation	35
LETTER OF UNDERSTANDING #3	38
Re: Job Security: Protected Complement	38
LETTER OF UNDERSTANDING #4	40
Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference	40
III. MEMBERSHIP	40
LETTER OF UNDERSTANDING #5	42
Re: Sick Leave.....	42
LETTER OF UNDERSTANDING #6	43
Re: Central Labour Relations Committee	43
LETTER OF UNDERSTANDING #7	44
RE: List of Arbitrators.....	44
LETTER OF UNDERSTANDING #8	45
Re: Children’s Mental Health, Special Needs, and Other Initiatives	45
LETTER OF UNDERSTANDING #9	46
Re: Provincial Working Group – Health and Safety	46
LETTER OF UNDERSTANDING # 10	47
RE: Ministry Initiatives Committee	47
LETTER OF UNDERSTANDING #11	48
LETTER OF UNDERSTANDING #12	49
LETTER OF UNDERSTANDING #13.....	50

CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

a. **Dispute Resolution**

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

b. **Not Adjudicative**

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

C4.6 Role of the Central Parties and Crown

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

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

b. The Crown shall have the following rights:

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

- a. Notice of the dispute shall include the following:
 - i. Any central provision of the collective agreement alleged to have been violated.
 - ii. The provision of any statute, regulation, policy, guideline, or directive at issue.

- iii. A comprehensive statement of any relevant facts.
- iv. The remedy requested.

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation /Expedited Meditation

- a. The central parties may, on mutual agreement, request the assistance of a mediator.
- b. Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.

- c. Timelines shall be held in abeyance from the time of referral to mediation until the completion of the mediation process. The referral of a grievance to mediation is without prejudice to either parties' position on jurisdictional matters, including timeliness.
- d. The Parties agree to refer any mediation to agreed-upon mediator(s). In selecting a mediator, the parties shall have regard to reasonable availability, sector knowledge, and linguistic competence.
- e. Following ratification, the parties shall contact mediator(s) to establish three dates for mediation. Dates shall be scheduled in consultation with the parties. One of the expedited mediation sessions shall be conducted in French and two of the expedited mediation sessions shall be conducted in English every school year of the agreement unless agreed otherwise by the parties.
- f. It is understood that the resolution of any grievance under the mediation process shall be without prejudice and shall not be raised or relied upon by either party or the Crown in any future proceeding, except for enforcement purposes.
- g. The parties may jointly set down up to 5 (five) grievances for each review.
- h. The mediator shall have the authority to assist the parties in a mediated resolution to the grievance.
- i. Each party shall prepare a mediation brief to assist the mediator, which shall include the following:
 - A short description of the grievance.
 - A statement of relevant facts.
 - A list of any relevant provisions of the collective agreement.
 - Any relevant documentation.
- j. The description of the grievance and the relevant facts shall not be typically longer than two pages.
- k. The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.
- l. The responding party shall provide their brief no later than five (5) days prior to the scheduled review.
- m. The Crown may provide a brief no later than two (2) days prior to the review.
- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

C4.16 Arbitration

- a. Arbitration shall be by a single arbitrator.

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

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

- a) The Trust will maintain eligibility for CUPE represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of applicable collective agreement ("CUPE represented employees").

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

C5.2 Funding

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

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

C5.3 Cost Sharing

The terms and conditions 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%.

I) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

a) Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central

disputes. With mutual consent, additional items may be added prior to, or at the meeting.

- b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C13.00 MERGER, AMALGAMATION OR INTEGRATION

The parties (OSBCU and the CTA) agree to meet within 30 days (or another mutually agreed time) of receiving written notice of a decision to fully or partially merge, amalgamate or integrate a school board or authority. The Crown shall receive an invitation to participate in the

meeting. The parties agree to discuss the impact to the affected school board or authority of the merger, amalgamation or integration, including possible redeployment strategies.

C14.00 SPECIALIZED JOB CLASSES

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

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

C15.00 PROFESSIONAL ACTIVITY DAYS

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

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

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - Medical Certificate

PART 1

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

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

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

I, _____ hereby authorize my Health Care Professional(s) _____ to disclose medical information to my employer, _____ In order to determine my ability to fulfill my duties as a _____ from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated _____ dd _____ mm _____ yyyy for my absence starting on the _____ dd _____ mm _____ yyyy Signature _____ Date _____ Employee ID: _____	Dear Health Care Professional, please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible. <u>Please return the completed form to the attention of:</u> _____ Telephone No: _____ Work Location: _____
Employee Address: _____	

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)

Walking: ☐ Full Abilities ☐ Up to 100 metres ☐ 100 - 200 metres ☐ Other (<i>specify</i>):	Standing: ☐ Full Abilities ☐ Up to 15 minutes ☐ 15 - 30 minutes ☐ Other (<i>specify</i>):	Sitting: ☐ Full Abilities ☐ Up to 30 minutes ☐ 30 minutes - 1 hour ☐ Other (<i>specify</i>):	Lifting from floor to waist: ☐ Full Abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (<i>specify</i>):	
Lifting from Waist to Shoulder: ☐ Full abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (<i>specify</i>):	Stair Climbing: ☐ Full abilities ☐ Up to 5 steps ☐ 6 - 12 steps ☐ Other (<i>specify</i>):	☐ Use of hand(s): Left Hand ☐ Gripping ☐ Pinching ☐ Other (<i>specify</i>): Right Hand ☐ Gripping ☐ Pinching ☐ Other (<i>specify</i>):		
☐ Bending/twisting repetitive movement of (<i>please specify</i>):	☐ Work at or above shoulder activity:	☐ Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	☐ Yes ☐ No ☐ Yes ☐ No
COGNITIVE (if applicable)				
Attention and Concentration: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Following Directions: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Decision-Making/Supervision: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Multi-Tasking: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	

Ability to Organize: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Memory: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Social Interaction: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Communication: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:
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Please identify the assessment tool(s) used to determine the above abilities (*Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.*).

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

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

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

☐ 1-2 days ☐ 3-7 days ☐ 8-14 days

☐ 15 + days ☐ Permanent

Have you discussed return to work with your patient?

☐ Yes

☐ No

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

☐ Regular full time hours ☐ Modified hours

☐ Graduated hours

Start Date: **dd mm yyyy**

Is the patient on an active treatment plan?: ☐ Yes ☐ No Has a referral to another Health Care Professional been made? ☐ Yes (optional - please specify): _____ ☐ No If a referral has been made, will you continue to be the patient's primary Health Care Provider? ☐ Yes ☐ No
Please check one: ☐ Patient is capable of returning to work with no restrictions. ☐ Patient is capable of returning to work with restrictions. (Complete Part 2) ☐ I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.
Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy
PART 3 – Confirmation and Attestation Health Care Professional: The following information should be completed by the Health Care Professional
I confirm all of the information provided in this attestation is accurate and complete: ☐
Completing Health Care Professional Name: (Please Print) _____ Date: _____ Telephone Number: _____ Signature: _____

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues:

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

If a class of employee was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties who have not yet do so must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) month shall be included in the 2019-2022 collective agreement.

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

Common Central Provisions
Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

The parties agree that the issue of short-term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year. Short-term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. MEMBERSHIP

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

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

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

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING # 10

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives Committee

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

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

3. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of three (3) days or more, there shall be no change to such language and this Letter of Understanding shall not apply.
4. Permanent Employees shall be as defined in local collective agreement terms, or if no such definition exists in a particular collective agreement, as defined in C6.
5. For clarity, while the specific provisions above (including the number of bereavement leave days and eligibility criteria) are not subject to local bargaining or amendment by the local parties, the local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leave

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

LETTER OF AGREEMENT # 13

BETWEEN

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

and

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

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

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

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

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

The task force will:

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

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

COLLECTIVE AGREEMENT

Between

YORK CATHOLIC DISTRICT SCHOOL BOARD

(Hereinafter called the “Board”)

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2331

(Hereinafter called the “Union”)

September 1, 2022 – August 31, 2026

Table of Contents

ARTICLE 1 – RECOGNITION	51
ARTICLE 2 – MANAGEMENT RIGHTS	51
ARTICLE 3 – STRIKES AND LOCKOUTS	52
ARTICLE 4 – UNION DUES	52
ARTICLE 5 – UNION REPRESENTATION.....	54
ARTICLE 6 – GRIEVANCE PROCEDURE AND ARBITRATION BOARD	56
ARTICLE 7 – DISCIPLINE / DISCHARGE	60
ARTICLE 8 – WORK SCHEDULES AND OVERTIME	61
ARTICLE 9 – SPECIFIED HOLIDAY	71
ARTICLE 10 – VACATIONS	73
ARTICLE 11 – SENIORITY, PROBATION, REDUNDANCY, LAYOFF AND RECALL, SEVERANCE, WORK OF THE BARGAINING UNIT, AND STAFFING	75
ARTICLE 12 – VACANCIES/ JOB POSTINGS/ SELECTIONS.....	83
ARTICLE 13 – WAGES	86
ARTICLE 14 – SICK LEAVE	87
ARTICLE 15 – LEAVES OF ABSENCE FOR PERMANENT EMPLOYEES.....	88
ARTICLE 16 - PREGNANCY LEAVE & PARENTAL LEAVE	94
ARTICLE 17 – EMPLOYEE BENEFITS	95
ARTICLE 18 – MISCELLANEOUS	95
ARTICLE 19 – TERMINATION	99
ARTICLE 20 – COURSE REIMBURSEMENT FOR PERMANENT EMPLOYEES.....	99
ARTICLE 21 – NOTICE OF RENEWAL	100
ARTICLE 22- RESOURCE TIME.....	101
SCHEDULE “A”	102
ELEMENTARY SCHOOL SECRETARIAL ALLOCATION	102
SCHEDULE B – JOB CLASSIFICATIONS	103
SCHEDULE “C”	105
Effective September 1, 2023	105
SCHEDULE “C”	106
Effective September 1, 2024	106
SCHEDULE “C”	107

Effective September 1, 2025 107

SCHEDULE “D” 108

SCHEDULE “E” 108

Lunchtime Supervisors / Lunchtime Office Support Workers 108

SCHEDULE “F” 108

Supply Employee Pay Scales 108

Letters of Understanding 110

Letters of Intent 114

Appendix A - Liability Insurance Coverage 118

Appendix B – 119

Appendix C - Pay Equity Adjustments 121

Appendix C 122

Schedule B – Job Classifications 122

Schedule C 124

Schedule D 125

Designated Early Childhood Educator 125

Schedule E - Effective September 1, 2022 125

Lunch Time Supervisors and Lunch Time Office Support Workers 125

Schedule F - Effective September 1, 2022 125

Supply Rates 125

ARTICLE 1 – RECOGNITION

1.01 Bargaining Agent

The Board recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining in respect to rates of pay, hours of work and other working conditions for all permanent and supply Office, Clerical, Technical, Educational Assistant, Designated Early Childhood Educator, Student Support Worker, Specialized Educational Intervenor, Library Technician, Lunchtime Supervisor and Lunchtime Office Support employed with York Catholic District School Board as per Schedule B, C, D, E and F of this agreement; including new bargaining unit positions created during the life of this Agreement

1.02 Definition – Employee

The word “employee” or “employees” wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above, except where the context otherwise provides.

1.03 No Discrimination

No party to this collective agreement will engage in discrimination or discriminatory practices against any employee or any representative of the Board or Union, by reason of, or arising out of the activities of the Board, or out of Local Union membership or activity, whichever is applicable, or by reason of political affiliation, or by reason contrary to the protected grounds under the *Ontario Human Rights Code*: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex (including pregnancy and breastfeeding), sexual orientation, gender expression, gender identity, age, record of offences, marital status, family status, or disability.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Function of the Board

The management of the Board’s operations and the direction of its employees shall be vested exclusively in the Board, and without limiting the generality of the foregoing, shall include, among other things, the right to hire, discharge, transfer, promote, demote and discipline employees subject to the terms of this Agreement.

ARTICLE 3 – STRIKES AND LOCKOUTS

3.01 Terms

There shall be no strikes or lock-outs as long as this Agreement continues to operate.

In the event of any violation of 3.01 by any employee(s), the Board shall notify the President of the local Union who shall instruct the employee(s) to return to work and perform their usual duties.

3.02 Labour Disruption

Employees may refuse to cross a picket line erected by members of a different bargaining unit during a legal strike.

Employees who refuse to cross such a picket line shall be placed on an unpaid leave of absence until they either return to work or the legal strike has ended.

ARTICLE 4 – UNION DUES

4.01 Deductions

The Board shall deduct from each employee a percentage of the earnings for each pay period as determined by the union's Constitution.

The Board shall forward such deductions to the Secretary-Treasurer and President of the Local not later than the 10th of the month following the month in which the deductions were made.

Such remittance shall be accompanied with an electronic list including the following information regarding each employee:

- Name
- Work Location
- Hours Worked
- Dues Paid
- Home Address
- Wage Rate
- Wages Earned
- Phone Number
- Classification
- Status (Full-time, part-time, supply, unqualified temporary employees)

4.02 Union Dues / Conditions

Any employee presently a member of the Union shall remain such for the duration of this Agreement as a condition of the employee's continued employment. Any employee hired on or after the date of this Agreement shall become a member of the Union and shall remain as such for the duration of this Agreement as a condition of the employee's continued employment.

Upon hire, and in the job-offer letter, the Board will advise employees that a collective agreement is in effect, will refer new employees to the collective agreement on the Board's web site and will provide new employees with the Union's contact information (Article 21.02).

Where the Board conducts staff orientation sessions for new employees the union will be provided time during such sessions to make a presentation regarding membership.

The Union will provide the Board with copies of material prior to being used in such sessions and will not disparage the Board during the presentation.

4.03 Notification to the Union

The Board shall provide the Union an electronic spreadsheet on the last workday of the month with the following information: hirings, layoffs, retirements, resignations, reassignments, recalls, filling of vacancies, transfers, deferred leaves, approved leave of absences including sick leave, ending of LTO assignments, return to work, or terminations of employment.

The list will include each person's name, job title/classification, home address, home telephone, employee's work site, employment status, the nature of the leave, start date of the leave, and expected return date.

4.04 Listing of Employees on a Leave

The employer will provide to the Union a list of all employees in the bargaining unit who are on a leave. The list will include each person's name, job title/classification, home address, home telephone, employee's work site and employment status and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union President twice a year.

4.05 Indemnify for the Board for Union Dues

The Union agrees to indemnify and save the Board harmless against any claim or liability arising and of application of this Article.

4.06 Communications

a) All correspondence between the Board and/or the Board's representatives, and the Union arising out of this agreement, shall pass between the Union President and the Board or representatives of the Board.

b) All correspondence between the Board and/or the Board's representatives to bargaining unit members related to Article 4.03, excluding communications with confidential medical information for employees on sick leave shall be copied to the Union President & 1st Vice President.

ARTICLE 5 – UNION REPRESENTATION

5.01 a) Bargaining Committee

The Local union may appoint or otherwise select a bargaining committee which shall be composed of the Union President, the 1st Vice President/Chief Steward and an additional five (5) employees. The Board shall pay members of the committee at their applicable straight time rates for all times they are absent from their regularly scheduled work while engaged in negotiations with Board representatives.

The Union and the Board will exchange names of their bargaining committee members prior to the first bargaining date.

Each member of the Bargaining Committee shall be provided up to five (5) days release time to prepare for negotiations. The Board shall invoice the Local Union for the cost of replacing members of the Bargaining Committee during such release time.

b) Labour Relations Committee

The parties shall meet monthly during the school year, ie. September to June, with the exception of December for the purpose of discussing issues relating to the workplace which affect 2331 and 2331-02. The parties may meet during the statutory freeze period when mutually agreed. It is understood that items raised at the Labour Relations Committee meetings will be addressed in writing prior to the next scheduled meeting.

The Labour Relations Committee members shall be the Union President, Vice President/Chief Steward and up to three (3) additional members as determined by the Union President in consideration of the agenda.

The Board shall pay the members of the committee at their applicable straight time rate for the time they are absent from their regularly scheduled work while participating in such meetings.

The Union shall have the right to have the Union National Servicing Representative in attendance.

The Board will send a draft agenda and minutes of the previous meeting at least (1) day in advance of the meeting to the President & 1st Vice President/Chief Steward.

These minutes will not be deemed agreed to until approved at the Labour Relations Committee meeting. Approved minutes shall be distributed at the next committee meeting.

5.02 Authorized Representatives

The Local Union shall notify the Board in writing of the names of its officers.

5.03 Representation in Meetings

The Union shall appoint no more than two (2) authorized representatives to represent a member in a grievance meeting, a return-to-work meeting, a disciplinary investigation meeting, an attendance support meeting, a discipline meeting and/or a discharge meeting. The Board will provide work release without loss of pay for the representatives appointed by the Union.

The Board will ensure that employees are notified of their right to have Union representation at meetings listed above. The employee and the Union representative will be provided with a room in which to meet and prepare for the meeting for up to one hour.

ARTICLE 6 – GRIEVANCE PROCEDURE AND ARBITRATION BOARD

6.01 Time Limits

The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays and the specified holidays recognized herein and may be extended by written mutual consent of the parties.

In the event of missed timelines, by either party, without written consent of the parties, the grievance shall automatically proceed to the next stage of the grievance process.

6.02 Settlement

Should any difference (hereinafter called a “grievance”) arise between the Board and any employee as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such grievance without delay shall be made in the following manner. Further, in addressing matters in the grievance process the Union may seek the assistance of the National Representative of CUPE when meeting with the employer in any matters arising out of this Collective Agreement.

6.03 Stage One

The Union shall submit the employee’s grievance, in writing, to the Manager of Human Resources, within seven (7) working days of the date of the affected employee(s) becoming aware of the alleged violation. The grievance shall state the nature of the alleged violation, the remedy sought and any provisions of the Agreement upon which the grievance is based.

Within seven (7) working days of receipt of the grievance, a meeting of the Grievor, the Union representatives and the Grievor’s supervisor shall occur.

An official written response will be given to the Union within seven (7) working days of the date of the meeting.

6.04 Stage Two

If the response given at Stage One is not satisfactory to the Union, the Union shall give notice to refer the grievance to the next stage within seven (7) working days of the receipt of the response.

Within seven (7) working days of receipt of such notice a meeting with the Grievor, the Union representatives and the Superintendent of Human Resources shall occur.

The Superintendent of Human Resources will make every effort to settle such grievance and will respond in writing to the Union within seven (7) working days of the Stage Two meeting.

6.05 Policy and Group Grievances

For the purpose of this Agreement, a policy grievance shall be defined as a difference between the Board and the Union as to the interpretation, application, administration or alleged violation of the Agreement, other than a difference directly affecting individual employees.

The Union shall submit the policy grievance, in writing, to the Superintendent of Human Resources stating the nature of the alleged violation, the remedy sought and any provisions of the Agreement upon which the grievance is based. For clarity, policy grievances shall be submitted at Stage 2 of the grievance process.

If the policy grievance is being put forward by the Board, it shall be submitted, in writing, as above, to the CUPE 2331 President. Within 7 working days of receipt of the grievance, a meeting shall occur which is mutually acceptable to the appropriate representatives of the parties. A response (by the Union or the Board) will be provided within seven (7) working days of the Stage Two meeting.

A group grievance, which is defined as an alleged violation of this agreement concerning five (5) or more employees, follows the same procedure as the policy grievance procedure.

6.06 Mediation

Any unresolved grievance, including a grievance scheduled for arbitration, may be referred to mediation by mutual agreement.

Mediation is not considered a Stage of the grievance procedure.

6.07 to 6.16 Grievance – Arbitration

- 6.07** Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined above, and which has not been settled, may be referred to a Board of Arbitration or a sole arbitrator at the written request of either the Union or the Employer within ten (10) working days of the reply under Stage 2 of the grievance procedure, or within ten (10) working days of the mediation session.

No person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance or policy difference.

- 6.08** The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as the Chair chosen by the other two members of the Arbitration Board.
- 6.09** When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing addressed to the other Party indicating the name of its nominee to the Board of Arbitration. Within five (5) working days of the request of either party for a Board, the other Party shall answer, in writing, indicating the name of its nominee to the Arbitration Board.
- 6.10** Should the two nominees fail to agree on a third person within five (5) working days of the notification mentioned in Article 6.08 above, the Minister of Labour will be asked to nominate a person to act as Chair of the Arbitration Board.
- 6.11** a) The Union or the Board may refer the grievance to arbitration to be dealt with by a sole arbitrator. The other party shall within five (5) working days of receipt of such notice reply in writing stating whether arbitration by a sole arbitrator is acceptable.
- b) If arbitration by a sole arbitrator is acceptable, the parties shall endeavor to agree upon the selection of a sole arbitrator. If the parties fail to select a sole arbitrator within five (5) working days, the appointment should be made by the Ministry of Labour upon the written request of either party. It is agreed by both parties that, upon selection of an Arbitrator, all parties and or their representatives will make themselves available for the Arbitrator to hear the grievance expeditiously and render the decision at the earliest possible date. If the Arbitrator selected is not available within a six (6) month period, the parties shall review the selection.
- 6.12** The decision, of a Board of Arbitration, or (a majority thereof), or sole arbitrator, shall be binding on both parties.
- 6.13** The Board of Arbitration or a sole arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 6.14** Each of the Parties to this Agreement will bear the expenses of their nominee and will jointly bear the fees and expenses, if any, of the Chair or sole arbitrator.
- 6.15** Witness fees and allowances shall be paid by the party calling the witness. Requests for any additional and/or medical documentation shall be paid for by the party requesting the documents.

- 6.16** If any party disagrees with the other as to the meaning or application of the decision, it may apply to the Chair of the Board of Arbitration, or the sole arbitrator, within ten (10) working days from the issue of the decision, with a request that he/she reconvene to clarify the decision.

ARTICLE 7 – DISCIPLINE / DISCHARGE

7.01 Just Cause

- a) No employee shall be discharged or disciplined without just cause. Discipline will be in accordance with the Board's Progressive Discipline policy.
- b) The parties agree that coaching meetings and letters of expectation are non- disciplinary.
- c) Bargaining unit employees will be informed of their right to request union representation at all meetings that may result in disciplinary action.

7.02 Permanent and Supply Employees

A claim by a permanent or supply employee of being unjustly disciplined or discharged will be dealt with in accordance with the provisions of Article 6.

7.03 Probationary Employees

A claim by a probationary employee of being unjustly disciplined or discharged will be dealt with in accordance with the provisions of Article 6.

7.04 Letters of Discipline

The Board shall provide the Union President with a copy of all letters or notices of discipline or expectation issued to bargaining unit employees when issued to bargaining unit employees.

ARTICLE 8 – WORK SCHEDULES AND OVERTIME

8.01 Work Week

The Board will assign work to employees as per the regular work weeks. Work assignments different from the regular work week (part-time) will occur only when the needs of the system so dictate. These part-time assignments are the exception to the rule.

Where part time assignments must be created, the Board may consider alternative day schedules taking into account student needs. Where part time assignments cannot be created as alternate day schedules the work hours may be created as a morning or afternoon assignment to allow employees opportunity to work full time hours.

8.01 a) Secretarial, Clerical Employees and Library Technicians

1. The regular work week for secretarial, clerical and library technician employees is thirty-five (35) hours worked on five (5) consecutive days, with no split shifts, Monday through Friday.
2. Scheduled general supervision shall not be assigned to these classifications, with the exception of Library Technicians.
3. All elementary school secretaries shall work an additional four days following the end of a school year. The additional days, may, at the Board's discretion, be scheduled to occur immediately following the last day of classes and/or just prior to the commencement of the subsequent school year. The Board will advise elementary school secretaries of the proposed schedule by May 1st of each year or a date as mutually agreed upon.
4. Library Technicians in both elementary and secondary schools shall work an additional (5) days prior to the commencement of the school year.
5. The employees at the Catholic Education Centre may work their regular work week at flexible hours on the understanding that 10:00am to 3:00pm shall be considered core hours.
6. Notwithstanding the core hours, a lunch period shall be allowed during the core period.
7. The employees will request prior approval of the Superintendent of Human Resources or designate for the employees' plan of designated flexible hours.

8.01 b) Educational Assistants /Designated Early Childhood Educators:

1. The regular work week for educational assistants, and designated early childhood educators is thirty-five (35) hours worked in five (5) consecutive days Monday through Friday, with no spilt shifts as adapted to the needs of the school. A minimum of thirty (30) hours per week shall be assigned to core duties.
2. Principals shall have the flexibility to assign the above noted hours of work in a predictable and scheduled manner, including resource time and supervision, in order to best meet the needs of students, the operational needs of the school and the transparency for educational assistants', and designated early childhood educators' working conditions. Resource time shall not be scheduled in blocks of less than fifteen minutes.
3. The regular work year for the educational assistants, and designated early childhood educators shall be 194 days for elementary and secondary.

8.01 c) Lunchtime Supervisors / Office Support Workers

The regular work week for lunchtime supervisor/ office support worker employees is a maximum of seven and one-half (7.5) hours worked in five (5) consecutive days, Monday through Friday.

Lunchtime supervisors may accept supply work for hours they are not scheduled to work. The workday will not exceed 7 hours.

8.01 d) Student Support Workers

The regular work week for student support workers is thirty-five (35) hours worked in five (5) consecutive days, Monday through Friday. Student Support Workers shall work an additional five (5) days prior to the commencement of the school year.

8.01 e) Supply Employees

There is no guarantee of hours for supply employees. In the event a supply employee has not worked in 120 days within the school year (September to August), the individual shall be removed from the Board's supply list, unless on a Board authorized Leave of Absence of one (1) year or less. It is understood that illness may excuse a supply employee from this provision, and the Board has the right to request a medical certificate of any claim to illness. No supply employee will be removed from the Board's supply list unless the employee and the Union have been notified in writing.

Upon the Manager of Human Resources becoming aware of the return to work of the permanent employee, supply employees placed into long term assignments will be given advance notice of the termination of such assignment.

Supply Designated Early Childhood Educators may be assigned supply Educational Assistant work based on system needs. In such cases, supply Designated Early Childhood Educators will be paid the supply Educational Assistant rate of pay as per Schedule F.

8.01 f) Unqualified Temporary Employees

- a) For clarity, unqualified temporary employees are members of the bargaining unit pursuant to Article 1 and have the rights of bargaining unit members to apply to job postings as set out in Article 12.

The parties have a shared understanding and agreement to mitigate the system utilization of unqualified employees which should only be used in emergency situations where qualified supply staff are not available.

The utilization of such persons are subject to the following terms and conditions:

- i. Where the call out system to qualified supply has been exhausted;
- ii. The call out system may be paused within 60 minutes before the start of the assignment;
- iii. Unqualified supply shall only fill such position temporarily until qualified staff are available to fill the position;
- iv. the call out system will continue to call out for qualified supply for subsequent days in the vacancy

Within 30 days of ratification of this Collective Agreement and thereafter every August, the Board will communicate to Principals and bargaining unit members through a system memo, contractual obligations regarding the assigning of unqualified emergency supply for CUPE 2331 vacancies. The Board shall consult with the Union prior to distributing the communications.

- b) Immediately upon ratification of the local collective agreement, the Board will conduct in collaboration with the Union the Labour Market survey of like positions within Ontario's school Board sector. The results of the survey will inform decisions. The parties agree that the average wage rate of the Labour Market survey will be used to adjust the hourly wage rate for unqualified emergency supply staff.

For clarity, no bargaining unit Unqualified Temporary Employee will have their wage rate that existed prior to the Labour Market survey red-circled. The wage rate will be adjusted no later than September 30, 2023. No further

Labour Market surveys will be conducted for the life of this collective agreement.

8.02 Lunch Period / Rest Breaks

Employees who work 6 or more hours per day are entitled to two (2) fifteen (15) minute paid breaks and one unpaid lunch break of not more than one (1) hour and not less than one-half (1/2) hour to be scheduled between 11:30 a.m. and 2:00 p.m.

For schools that have an early start bell time prior to 8:30am, lunch period may be scheduled to start at 11:00am. Scheduling of lunch breaks shall be fair and equitable to the extent possible under the circumstances. Schedules may be amended from time to time.

Employees who work 4 or more hours per day are entitled to one (1) fifteen (15) minute paid break and one unpaid lunch of not more than one (1) hour and not less than one-half (1/2) hour.

Employees who work 3 to 4 hours per day are entitled to one (1) fifteen (15) minute paid break.

Regardless of the duration of such lunch period, it shall be uninterrupted. Rest breaks and lunch periods will be scheduled according to the operational needs of the school and in accordance with the collective agreement.

Start and end times of the workday may be considered when scheduling rest breaks and lunch periods. For clarity, breaks shall not be scheduled at the start or end of the workday.

Rest breaks and lunch periods are not to be forfeited in order to shorten the length of the regularly scheduled workday.

8.03 Overtime

All overtime hours require prior authorization from the appropriate Superintendent. All hours in excess of seven (7) hours in any work day shall be paid for the Board at the rate of time and one-half (1.5) of the employee's hourly rate. The employee may choose to substitute the same number of hours at the rate of time and one-half (1.5) as time off in lieu of overtime pay as per Article 8.13.

8.04 Overtime Distribution

Overtime shall be distributed as equitably as possible among employees normally performing the work in question.

8.05 Voluntary and Necessary

Overtime shall be worked on a voluntary basis. However, the Board, the employees and the Union acknowledge the necessity of overtime and the employees agree to work a reasonable amount of overtime.

8.06 Saturdays, Sundays, Statutory Holidays

It is agreed that for all time worked on a Saturday, employees shall be paid at the rate of time and one-half (1.5), and for all time worked on a Sunday or Statutory holiday, employees shall be paid at the rate of double time.

8.07 Weekend Work

When an employee is scheduled to perform a weekend work assignment on a Saturday or a Sunday the employee shall be paid for such work performed on either of these days a minimum amount equal to three (3) hours pay at straight time.

8.08 No Equalizing

Employees shall not be required to lay off during regular hours to equalize any overtime worked.

8.09 Emergency

An employee who has left work and is called back to work after completing the employee's normal work day to perform an emergency assignment shall be paid for such work at a minimum amount equal to four (4) hours pay at the equivalent of the employee's straight time.

8.10 Before Regular Work Day

Any employee called in to work prior to the commencement of the employee's normal work day shall be paid at the rate of time and one-half (1.5) for all time worked prior to the employee's normal starting time provided the employee completes the regular day.

8.11 Unavailability of Work

An employee who reports for work and through no fault of the employee's own, finds there is no work available shall be paid a minimum of three and one-half (3.5) hours pay.

8.12 No Guarantee

The Board does not guarantee to provide work for any employee or to maintain the work week or working hours to be in force at the commencement of the Agreement. In the event of a system-wide reduction of the hours of work in the work locations, the employee whose hours are reduced will be those in each classification with the least seniority.

8.13 Lieu Time

Instead of a cash payment for overtime, an employee may choose to receive time off in lieu of the appropriate overtime rate. An employee may accumulate up to a maximum of five (5) working days, which may be taken off at a time mutually agreed upon by the employee and their supervisor.

8.14 Specialized Educational Intervenors

The Parties agree that upon ratification of the collective agreement and as part of the September 2023 Student Services Staffing, all employees working in the Educational Intervenor and the Specialized Education Worker classifications shall be transitioned to the Specialized Educational Intervenor (SEI) classification. The creation of the new classification is not intended to modify the rights or obligations of either party under the 2331 collective agreement including but not limited to Articles 8, 11 and 12.

The Parties agree that the merging of the two classifications is intended to provide timely supports to students with special needs, and to mitigate the practices of realignment, discretionary hours and contracting out as clearly provided for in the collective agreement.

Educational Intervenors and Specialized Education Workers electing not to work in the SEI classification, shall indicate such in writing to the Manager of Human Resources and the Union within 10 working days of ratification of the collective agreement.

Individuals choosing not to work in the SEI classification will transition to the Educational Assistant classification and would be included in the Educational Assistant staffing process as of the 2023-2024 school year. Where an employee does not advise the Board within the prescribed timeline, they will be assigned to the Educational Assistant classification as of the 2023-24 school year and would be invited to placement day to select an Educational Assistant position in accordance to Article 11.12B.

Subject to Letter of Understanding #3 under the Central Terms, the merging of the job classifications above is not intended to increase or decrease the staffing

complement of the Student Support classifications as outlined in Letter of Understanding #6 (Protected Complement) in the local agreement.

The SEI classification shall be added as a classification in all relevant articles of the collective agreement, including but not limited to Article 1.01 and Article 11.02. Specialized Educational Intervenor shall follow the annual staffing process as identified in Article 11.12A.

A Specialized Educational Intervenor declared excess or redundant during the annual staffing process shall be invited to the placement day for the Student Support Unit.

Where Student Services identifies new or additional needs for the SEI classification during the school year, the additional hours shall be filled in accordance to Article 12.

Educational Intervenor and Specialized Education Workers transitioning to the SEI classification shall be placed at the salary level of Band M in Schedule B, consistent with the current results of the Joint Job Evaluation for the SEW classification. There will be no job evaluation of the newly created SEI classification during the 2023-2024 school year.

Employees transitioning to the SEI classification shall maintain their existing place on the increment grid.

EIs and SEWs that select an EA position shall be paid at the EA rate and shall maintain their existing place on the increment grid.

Where there are no qualified bargaining unit members the Board may hire SEI's externally after consultation with the Union.

The SEI role is itinerant. Employees hired into the SEI classification may be relocated or transferred to any school location as required in accordance to their preferred geographical area, if possible based on student needs. By seniority, employees may select two preferred geographical areas for assignment.

An SEI who wishes to request a geographical change for an upcoming school year shall inform the Board in writing by March 31st of each year. Such requests will be considered based on student needs.

Employees hired into the SEI classification shall be reimbursed for mileage expenses as per Policy #808 and Article 18.02.

The parties acknowledge that the SEI classification is a new bargaining unit position and therefore SEWs transitioning into the SEI classification are no longer entitled to work and be paid for five (5) days prior to the school year.

Notwithstanding, on a without prejudice basis, SEWs transitioning into the SEI classification may opt to work for two (2) days prior to the 2023-24 school year; and one (1) day prior to each of the 2024-2025 and 2025-2026 school years. These unique working conditions shall expire on August 30, 2026 or shall be forfeited where any such employee posts into a different bargaining unit position.

Employees in the SEI classification shall be provided resource time in accordance with Article 22.

Specialized Educational Intervenorers may be assigned to general student supervision duties when their students are absent. For clarity, there shall be no general supervision assigned to the SEI classification when their student is present at school.

8.15 GENERAL SUPERVISION

General supervision is intended to supervise students and is defined as bus duty, recess duty, lunch duty and yard duty. Any concerns shall be addressed with the Principal and any unresolved issues can be addressed at the Board level in collaboration with the Union. Student supervision shall be assigned in a fair and equitable manner as follows:

1. Equitable distribution of on call, indoor and outdoor supervision assignments.
2. No employee shall be assigned to:
 - directing traffic;
 - stopping or preventing cars from entering/exiting;
 - Kiss and Ride duty;
 - placing or removing traffic control equipment, (pylons, speed bumps).
3. If Principals determine it necessary to assign the duty of monitoring the yard to ensure safe departure of students, school administrators shall advise the HR Department wherein the Board will consult with the Union. The labour relations understanding between the Board and CUPE would be that such circumstances would be determined in good faith to ensure student safety considering the unique needs of the school community.
4. Up to thirty (30) minutes per day of scheduled general supervision as required, will be performed by Educational Assistants, Specialized Educational Intervenorers, Library Technicians and Designated Early Childhood

Educators. For clarity, Specialized Educational Intervenor may be assigned general supervision when their students are not in attendance.

5. Educational Assistants, Designated Early Childhood Educators, Specialized Educational Intervenor and Library Technicians shall not be assigned more than 20 consecutive minutes per day of general supervision outside of the building.
6. Educational Assistants and Specialized Educational Intervenor shall not be assigned more than thirty (30) consecutive minutes of student support outside of the building. This shall not be combined with general supervision at lunch. For clarity, no employee shall be assigned more than thirty (30) consecutive minutes of outside supervision or support.
7. In no case shall general supervision be assigned to any other classification or position where supervision is not a core duty of the classification.
8. In no case shall any bargaining unit employee be assigned general supervision while simultaneously assigned to supporting students with special needs. For clarity, they may be assigned general supervision when not assigned to a student or when their student is not in attendance.
9. Where training for a specific harness has been provided, Educational Assistants and Specialized Educational Intervenor will assist with fitting a harness onto a student with special needs.
10. Employees shall not be required to secure students onto any equipment, safety seat, harness, or wheelchair on a bus or any vehicle transporting students.
11. No bargaining unit employee will be required to operate lifts, doors or any restraint equipment or mechanical part of a school bus/taxi/vehicle transporting students.
12. No bargaining unit employee will be required to escort, pick up or drop off students to their home in their own vehicle, or by school bus/taxi.
13. Supervision of students with complex special education needs shall not be assigned solely to Lunch Time Supervisors.
14. Designated Early Childhood Educators will be assigned general supervision duty for Kindergarten Students. Designated Early Childhood Educators may also be assigned bus duties as part of their general supervision. Supervision of students during non instructional time shall be considered general supervision.

15. Upon request and where reasonable, the Union may be provided with duty schedules assigned to bargaining unit employees at worksites.
16. Within 15 (fifteen) days of ratification and thereafter each September, the Board will communicate to Principals and bargaining unit employees through a system memo contractual obligations and rights regarding student supervision for CUPE 2331 members. The Board shall consult with the Union prior to distributing the communications.

8.16 BMS TRAINING

Education Workers shall be provided BMS or equivalent training in order to best support the students in their care.

A response protocol is to be in place to respond to students with special needs that may escalate. Education Workers are expected to implement strategies and programming to support students with special needs. In order to ensure the health and safety of staff and students, Education Workers will be supported by the school BMS response team led by the Principal/Vice Principal.

Education Workers shall have the opportunity to review safety plans/behaviour plans prior to supporting a student that has a safety/behaviour plan. The Education Worker is to comply with the safety plan.

8.17 WORK SCHEDULES

Educational Assistants shall not be assigned to work with the same student for more than half of their regularly scheduled workday, except where there are extenuating circumstances at the worksite.

The parties agree that this scheduling limitation would not apply in schools where there is only one educational assistant and only one student receiving educational assistant support.

8.18 DESIGNATED EARLY CHILDHOOD EDUCATORS

The Parties agree to the following understandings regarding Designated Early Childhood Educators.

Designated Early Childhood Educators may be invited to participate in Parent interview evenings and shall be entitled to lieu time as determined by the Board.

School Administrators shall facilitate the participation of Designated Early Childhood Educators at Welcome to Kindergarten/First Impressions Meetings.

Prior to the annual staffing process, the Board shall provide the Union with Kindergarten enrolment numbers by class for each school.

ARTICLE 9 – SPECIFIED HOLIDAY

Statutory

- 9.01 a)** New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday*, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, or such day as may be established as a holiday in lieu of any said days.
*12 month employees only

When Christmas falls on any day other than Monday or Sunday, the period from noon on the preceding day shall be a holiday.

In addition to the above, a "Float Day" shall be provided. The Board in consultation with the Union will determine when the float day will be designated each year. In the event that Remembrance Day is proclaimed a School Holiday, that day will replace the float day.

- b) "Qualifying Day" means all of an employee's last regularly scheduled work day or shift before the specified holiday or first regularly scheduled work day or shift after a specified holiday.

9.02 Time Frame

A holiday shall be considered as commencing at 12 midnight of the day preceding the holiday and ending 12 midnight on the holiday.

9.03 Compensation

If an employee is required to work on any holiday the employee shall be paid for work so performed at the rate of two (2) times (double-time) the employee's applicable hourly rate in addition to any holiday pay to which the employee may be entitled under section 9.04 or the employee may, at a time suitable to the Board, elect to take an extra day off in lieu thereof.

9.04 Conditions

1. An employee shall be paid at the employee's applicable hourly rate for the specified holidays listed in 9.01(a) provided that one of the following conditions exist;

- a) the employee has worked both of the qualifying days;
 - b) the employee is on a leave of absence with pay on either qualifying days;
 - c) the employee is suffering from an illness or injury which requires the employee to be absent on either qualifying day, which absence is supported by a Physician's certificate to that effect, or;
 - d) the day is one of the employee's regular days off.
2. An employee shall not be paid for the specified holidays if any of the following conditions exists:
- a) the employee is absent without permission on either qualifying day;
 - b) the employee has been granted leave of absence without pay for such holiday;
 - c) the employee has not worked in the thirty (30) day period immediately preceding such holiday and is not receiving sick leave pay; or
 - d) the employee is absent due to illness or injury on either qualifying day and has failed to submit a physician's certificate upon the employee's return to work.

9.05 Part Time

Employees working less than full time hours per week shall be entitled to the specified holidays on a pro rata basis, based on hours of work.

9.06 Supply Employees ESA

Supply employees shall be entitled to public holiday pay in accordance with the Employment Standards Act.

ARTICLE 10 – VACATIONS

10.01 With Pay

All permanent employees shall be entitled to vacation with pay or the equivalent pay in lieu of vacation as follows:

- a) From the date of employ, continuous service to the first June 30th reached, 1-1/4 day/month* up to a maximum of 15 days.

As of that first June 30th, the employee is deemed to have completed the first year of service, regardless of the number of months employed. Subsequent years of service shall begin on July 1st and end on June 30th.

*In computing months of service, an employee is credited with a full month of service if at least ½ of the normal work days of that month are worked by the employee.

Subsequent entitlement based on number of full years service completed by June 30th of the vacation year:

- b) 1 year but less than 9 years of service = 15 days or 6% pay in lieu of vacation
- c) 9 years but less than 18 years of service = 20 days or 8% pay in lieu of vacation
- d) 18 years but less than 25 years of service = 25 days or 10% pay in lieu of vacation
- e) 25 years or more of service = 30 days or 12% pay in lieu of vacation
- f) Supply employees will receive vacation pay in accordance with the Employment Standards Act

In case of employees who normally work ten (10) months per year, then ten (10) months shall be considered the equivalent of one (1) year of service.

10.02 Twelve Month Employees

Such vacation with pay shall be taken at a time mutually agreed upon provided:

- i) That the employee has made written application to the supervisor at least thirty(30) days in advance; and
- ii) Operations are able to continue in the employee's absence.

Seniority shall determine the choice of the time of vacations among the employees.

10.03 Payment in Lieu Of

The Board shall pay in lieu of a vacation with pay to all eleven month and ten month employees entitled to vacation a percentage of their bi-weekly gross wages on each earnings statement in accordance with Article 10.01.

10.04 Leave of Absence Without Pay

Ten and eleven month employees may request a leave of absence without pay for up to five (5) days during a school year. The Board may grant the employee's request if it was made in writing to the school Principal at least thirty days in advance, and in the school Principal's opinion, the efficiency of the school's operation would not be impaired by the granting of such application.

10.05 In Lieu of Statutory Holiday

If a holiday occurs while a twelve-month employee is on vacation for which holiday the employee would otherwise have been entitled to be paid, the employee shall be entitled to a day off with pay at a time mutually agreed to by all parties.

10.06 Illness

If during the employee's vacation an employee suffers an illness or accident which incapacitates the employee for more than five (5) days and such illness or accident is supported by a Physician's certificate acceptable to the Board, the employee for the period of such incapacity shall be regarded as having been on sick leave, to the extent the employee has accumulated sick leave credits, and the employee shall be permitted to take the employee's vacation, or such portion thereof as was scheduled during the period when the employee was so incapacitated, at a later time acceptable to the employee and the Board.

10.07 Twelve Month Employees

During a twelve month employee's scheduled vacation, the employee will receive the regular straight time salary the employee would have received had the employee been at work on the regular pay date(s).

10.08 Pro Rata

Employees regularly required to work less than a regular full time work week shall be entitled to vacation with pay or a percentage paid in lieu of vacation on a pro rata basis, based on hours of work.

ARTICLE 11 – SENIORITY, PROBATION, REDUNDANCY, LAYOFF AND RECALL, SEVERANCE, WORK OF THE BARGAINING UNIT, AND STAFFING

11.01A Seniority

Seniority shall signify the period of employment at the Board as a permanent member of the bargaining unit regardless of classification.

The seniority date for supply employees entering permanent positions shall be calculated as follows:

Seniority Date = Permanent Hire Date – Seniority Adjustment

The Seniority Adjustment = total # of supply hours worked divided by full time equivalency

The seniority date cannot predate the original hire date.

The Union will be notified of all supply employees hired into permanent status. Upon request, the employee and/or the Union will receive the specifics of the calculation of the seniority adjustment.

Seniority is lost when an employee:

- a. resigns / retires;
- b. is discharged and is not reinstated through the grievance and arbitration mechanism;
- c. is laid off and does not work from the layoff date for the Board in the following twenty-four (24)-months;
- d. fails to report to work without a reasonable explanation on the date and at the time specified in a notice of recall to work during a layoff. This written notice of return to work will provide the employee with seven (7) calendar days of lead time.
- e. decides not to return from a leave of absence on the prearranged return date, unless reasonable explanation is given for the late return.

11.01B Probationary Employees

A new employee shall be considered as a probationary employee for a period of sixty (60) days worked from the date of first commencing permanent employment with the Board. For clarity, days worked shall not include any paid sick days or other approved leaves of absence.

The Union will be notified of any employee not passing probation or whose probation has been extended. There will be a meeting called with the Union and any employee not passing probation. The member will have the right to request Union representation.

When a probationer finishes the probationary period, the employee's seniority shall be from the first day worked and in accordance to Article 11.01

11.02 Seniority Lists

- a. The Board shall maintain one master seniority list for permanent employees and two hire date lists, one for supply employees and one for temporary employees.
- b. The Board shall maintain, eight seniority lists to be used solely for the purpose of determining the needs by job classification sufficient to meet the needs of the schools:
 1. secretarial & clerical employees;
 2. library technicians;
 3. designated early childhood educators;
 4. educational assistants,
 5. specialized educational intervenors
 6. student support workers
 7. lunchtime supervisors;
 8. lunchtime office support workers.

The list will show: name, job classification, location of permanent position, regular hours of work, seniority date, home address and phone number of each employee.

The Board shall maintain a supply staff hire list and a temporary staff hire list which shall show; the name, hire date, job classification, home address and phone number for each employee.

11.03 A Posting of Seniority & Hire Date Lists

All seniority lists for permanent employees and hire date lists for qualified supply and unqualified temporary employees shall be provided to the President and 1st Vice President of the local Union in an electronic spreadsheet on September 1st, November 30th, January 31st and April 30th which will include updated information as per Article 11.02.

A copy of the seniority list for permanent employees and a hire date list for qualified supply employees shall be posted to the CUPE 2331 Conference on the YCDSB

Staff website excluding employee contact information on September 1st, November 30th, January 31st and April 30th.

11.03 B Location Reports

The Board shall provide the Union with a location report for each classification for permanent staff on the same dates as the seniority lists. For clarity they will be provided September 1st, November 30th, January 31st and April 30th.

11.04 A Permanent Employees - Layoff and Recall Mechanism

- a) System wide redundancy process will occur during the annual staffing process.
- b) The Board shall review the qualifications of its employees in order to retain sufficiently qualified employees that can fulfill the bona fide requirements of the position.
- c) In the event it becomes necessary to lay off employees, employees shall be laid off in reverse order of their seniority on the applicable seniority list in accordance with Article 11.02b.
- d) In all cases of layoffs, the Board shall provide employees with a minimum of two (2) weeks' notice of layoff.
- e) All employees declared excess or redundant, or have lost at least half their work hours shall be invited to participate in placement day for their unit-in accordance to Article 11.12.
- f) At placement day, employees may bump the most junior employee in their unit, whose position maintains their work hours and wage rate and whose job they have the skill and ability to perform.
- g) At no time shall a less senior employee remain in any position in their unit where a more senior laid off employee has the qualifications to fill the position and is willing to accept the position.
- h) Employees that remain on lay off shall be placed on the recall list in accordance Article 11.05.

11.04B Seniority Overrides

Layoffs for Educational Assistants shall be subject to the following seniority overrides:

- (a) where an employee has the competency level equivalent to the completion of Level 6 from the Bob Rumball Centre, or other bonafide qualifications to support the signing for students who are hearing impaired.
- (b) where an employee has specialized training and Unified English Braille Certification or other bonafide qualifications to work with students who have visual impairments, i.e. brailist

Seniority overrides will be mutually agreed to with the union. Such agreement will not be unreasonably withheld. The Union will be consulted on any job posting requiring a seniority override prior to the vacancy being posted.

11.05 Recall

- a) The Employer shall maintain and provide to the Union an electronic spreadsheet list of employees on recall.
- b) Employees on the Recall List are responsible for maintaining accurate contact information through the Board's Employee Self Service portal.
- c) Employees shall retain the right of recall for twenty-four (24) months after their last day of work.
- d) Subject to c) above, employees on recall shall retain seniority and permanent status.
- e) Regardless of classification, employees on the recall list shall be recalled in order of seniority to positions for which they are qualified to fulfill the bona fide requirements of the job. An employee recalled into a different classification, will serve the sixty (60) day trial period. If the employee's performance during the trial period is not satisfactory, the employee shall be placed back on the recall list.
- f) Employees on recall may be offered available long-term assignments. Where this occurs the employees shall be paid in accordance with their permanent position and years of service at the job classification rate prior to layoff.
- g) Employees on the recall list will have the option to accept supply work and will be paid in accordance with their pre-layoff rate of pay.
- h) In the event that the most senior employee is unable to fulfill the normal requirements of the job or fails to report to it as specified in Article 11.01(d), it will be offered to the next most senior employee and so on.
- i) The Board shall be entitled to fill such jobs on a temporary basis while this recall process occurs.

11.06 Severance

Employees who are on the recall list may surrender their recall rights by providing written notification to the Board. Employees who so elect to receive severance during the 24-month recall period are entitled to termination and severance pay in accordance with the *Employment Standards Act* as amended.

The Board shall place such monies in trust vis a vis its chartered bank partner and such monies will be held in a separate bank account.

The Board shall inform the Union of the names of all employees(s) who surrender their recall rights and have elected severance pay.

11.07 Layoff – Right to Transfer

If an employee is not recalled to the classification the employee had before the layoff, the employee will be given the first opportunity to be transferred back to the employee's original classification when an opening occurs. Should the employee not wish to accept the transfer, the recall mechanism will continue, or the job will be posted if there are no employees with a right to recall for the position.

All employees with a right to recall for any position may apply for any posting for a job within the parameters of Article 1.02. Postings will be accessible through the Board's online recruitment system.

11.08 Layoff

No permanent employee shall be laid off while a probationary employee or supply employee, or a contract worker is employed at a job for which they are qualified to fulfill the bona fide requirements of the job at the time of layoff.

No probationary employee or supply employee or contract worker shall be hired or recalled for any job while an employee who is qualified to fulfill the bona fide requirements of the job remains laid off and is willing to return to work.

11.09 Contracting Out

The Board is committed to open communication and a transparent process in regard to the contracting out of work that may be considered bargaining unit work. The parties agree that the work of the bargaining unit shall first be offered to qualified bargaining unit members prior to the Board contracting out work. When bargaining unit members do not have the qualifications to meet the complex needs of students, the Board has the right to contract out.

No bargaining unit work shall be contracted out without prior consultation with the Union and shall include disclosure on the qualification that cannot be met by bargaining unit members.

Where the Board contracts out work, the Union will be notified in writing of the start date, and end date, if known, of the contract worker assignment. The Board will make best efforts to replace the contract worker with a qualified bargaining-unit employee as expeditiously as possible.

The parties agree that the assignment of a contract worker will not displace any bargaining unit employee actively working within a special education classification.

The parties agree that during the period that the work is contracted out, bargaining unit members will not be assigned to cover absences, lunch or breaks for the contract worker.

Students may be hired where the employment is connected directly to government grants for student summer employment opportunities. The parties agree that students will not be assigned the core duties of any bargaining unit position.

Through the Labour Relations Committee the Union may request financial disclosure related to contracting out.

11.10 Assignments Outside The Bargaining Unit

Any bargaining unit members who request to work in positions with the Board not covered by this Agreement, shall request a personal leave of absence in accordance with Article 15.08.

Their vacant positions shall be posted on a temporary basis until the conclusion of the twelve (12) months.

If the employee does not return to the bargaining unit at the conclusion of the 12-month period, their position shall be posted as a permanent position.

Supply employees working outside of the bargaining unit shall return to the bargaining unit at the conclusion of their long-term assignment or no later than 12 months from the start of the assignment. For clarity, not returning to the bargaining unit after 12 months would be considered a resignation from the CUPE Local 2331 position.

Employees working outside of the bargaining unit shall be covered by the provisions of this Collective Agreement, including Article 4 (Check off of Union dues) during the period of the temporary reassignment.

The Union shall be immediately notified of any permanent or supply bargaining unit employees approved to work outside of the bargaining unit. The Union shall be provided with the start date and end date of the assignment.

11.11 Annual Board Wide Redundancy for Permanent Employees

By no later than the third Friday of September the Board will finalize its total staffing needs for the current school year and where the number of employees in each classification exceeds the number of available positions in each classification, board-wide, system layoffs will occur in accordance with Articles 11.02b and 11.04.

11.12 A Annual Board Staffing for Permanent Employees

By no later than the third Friday in September, the Board shall finalize its staffing needs at each school and keep by seniority, a number of qualified employees sufficient to meet such needs.

Schools/departments and the Union will be notified of the FTE allocation for the current school year related to School Secretaries, Clerical, Designated Early Childhood Educators, Educational Assistants, Specialized Educational Intervenors, Student Support Workers, and Library Technicians.

The remaining employees in these classifications will be declared excess and will participate in the placement day meeting for their unit which shall be held no later than the second Friday in October. This may be extended by mutual agreement.

Where there is an increase to FTE allocation in any classification, that increase will be allocated to employees at the work site in the same classification, subject to seniority. Employees who do not accept the increase in hours may attend placement day. All remaining hours will be offered by seniority at the placement day meeting to excess employees and to employees on recall.

After placement day any remaining vacancies shall be posted, in accordance with Article 12.

11.12 B Placement Day

The Board shall conduct placement day meetings by Unit no later than the second Friday of October, for any employee in the unit who has been declared excess or has had a reduction to at least half of their hours or is on the recall list. Placement day may be extended by mutual agreement.

Placement day meetings shall be conducted for each of the following units:

- 1) Administrative Support Unit: which includes school secretaries and CEC clerical staff.
- 2) Student Support Unit: which includes Educational Assistants, Specialized Educational Intervenors and Student Support Workers,
- 3) Designated Early Childhood Educators Unit
- 4) Library Technician Unit

At placement day, by seniority, employees shall be offered the following options:

- a. Accept the reduction of hours at their school.

- b. By seniority to select a job at placement day subject to meeting the job qualifications.
- c. Subject to meeting the job qualifications, the job of the least senior person in the unit that maintains a minimum number of hours and wage rate that the employee had prior to the reduction of hours.
- d. Any employee displaced by (c) above will be offered the job of the least senior person in that job unit, subject to meeting job qualifications.
- e. Subject to Article 11.05, be placed on the recall list and provided the option of accepting severance.
- f. The Board shall provide a minimum of (2) weeks' notice of layoff to employees not placed.
- g. Following the Placement Day Meeting, any remaining open jobs shall be immediately posted in accordance to Article 12.

11.13 Mid Year Realignment For Permanent Educational Assistants

In the event that a realignment is necessary, the parties agree to the following:

- i. By the second work week in January the Student Services Department will advise the schools and the Union of any realignment of Educational Assistants based on each school's student needs.
- ii. In the event of a change to FTE allocation for Educational Assistants at any school, placement day will be conducted in accordance to 11.12B. The Board will endeavor by the third work week of January to conduct the placement day. The parties may mutually agree to a different timeline.
- iii. In the event of an increase to FTE allocation for Educational Assistants, that increase will be offered first as top up to permanent employees at the work site subject to seniority. Failing such, the positions will be made available at placement day.
- iv. In the event of a reduction of FTE allocation in the Educational Assistant classification at any school, the reduction of hours will be applied to the least senior Educational Assistant at that school.
- v. Placement day will be in accordance with Article 11.12B.
- vi. Prior to placement day, the Union will be provided with rationale for each school where there is a reduction of FTE.
- vii. Following the Placement Day Meeting, any remaining open jobs shall be immediately posted in accordance with Article 12.

ARTICLE 12 – VACANCIES/ JOB POSTINGS/ SELECTIONS

12.01 A Vacancies

a) Permanent Vacancies

A vacancy occurs in any job classification, when an employee vacates their position due to retirement, resignation or a leave of absence including sick leave or any newly created position within the scope of the bargaining unit.

Permanent positions become available when a permanent employee retires, resigns or the Board creates a new position or identifies additional needs within the scope of the bargaining unit.

Vacancies outside of the annual staffing processes shall be posted as per Article 12.01B.

b) Temporary Vacancies

Temporary positions become available when a permanent employee is on an approved leave of absence including sick leave.

Temporary positions will become Long Term Supply assignments upon twelve (12) days of continuous employment in one assignment.

Vacancies outside of the annual staffing processes shall be posted as per Article 12.01B.

12.01 B Job Postings

A job posting shall be posted internally for bargaining unit members for five (5) working days, setting forth permanent or temporary positions, job responsibilities, qualifications, job requirements, worksite, hours of work, and the rate of pay. Any employee may apply by the specified closing date through the Board's online recruitment system.

Permanent vacancies will be posted within 5 working days of the vacancy occurring. In extenuating circumstances where the time lines cannot be met, the Board will collaborate with the Union.

The employer shall provide to the Union President and 1st Vice President notification of each job posted at the time of posting including job posting number and rationale.

Should a posting be cancelled, the Union will be advised and provided with the rationale.

The Union shall be provided access to the applicant lists for any posted positions through the Board's online recruitment system.

Job postings shall be filled no later than 10 working days after the posting has closed. In the event of any extenuating circumstances, the Board will consult with the Union.

The name of the successful applicant shall be provided forthwith to the union in writing.

Successful applicants shall be posted weekly on the Board conference.

12.01C Filling Of Vacancies

Full time permanent vacancies that arise outside of the annual staffing process shall be filled first through the recall process. Failing such, through the posting mechanism.

Part time permanent vacancies shall be offered to permanent employees at the worksite, in the classification subject to seniority, to allow the employees to top up to a full work week as defined in Article 8.01. Failing such, Article 11.05 Recall will be accessed. If the position remains unfilled, it will be posted in accordance with Article 12.01B.

Temporary Vacancies shall first be offered to permanent or qualified supply employees at the worksite in the classification subject to seniority, to allow the permanent or qualified supply employees to top up to a full work week as defined in Article 8.01.

Failing such, Article 11.05 Recall will be accessed. If the position remains unfilled it will be posted in accordance with Article 12.01B. If the position continues to remain unfilled, the vacancy will be cancelled and reposted both internally and externally.

An employee who has been selected and fills a permanent position may not apply to fill any other vacancy within the current school year (September - August) unless it represents a promotion or increase of hours.

Permanent employees are not eligible to apply for temporary vacancies unless the temporary position represents a promotion or an increase of hours.

The Union shall be notified of any vacancies filled through the top up or recall process.

12.02 Selections

- a) Regardless of classification, the Board shall, select candidates for bargaining unit positions based on ability, knowledge, experience, training, skill and seniority of the applicant to do the job.
- b) Where skills, qualifications, experience and training are relatively equal between two (2) or more applicants, then their seniority shall govern. If none of its existing permanent employees are qualified to fill a vacancy, the Board shall consider the supply applicants. If none are qualified to fill the vacancy, the Board may engage an employee from another source.

12.03 Trial Period

A permanent employee promoted or recalled to a different position shall serve a trial period of sixty (60) days worked. If the employee's performance during the trial period is not satisfactory, the trial period will be extended by thirty (30) days worked to allow for training to assist the employee to meet expectations.

If after the extended 30 day trial period (total 90 days) the employee continues to not meet expectations, it will be determined that the employee is not suitable for the position. The employee shall be returned to a comparable position (in their former worksite/regional area) and the rate of pay shall be no less than they had prior to the transfer or promotion.

The Union shall be notified and provided with a rationale when an employee has the trial period extended or is deemed not suitable for the position.

Employees who accept a lateral position within their own specific job classification will not be subject to a trial period.

ARTICLE 13 – WAGES

13.01 Schedules C, D, E and F

The wage rates payable by the Board to employees in the classifications established from time to time by the Board for the duration of this Agreement shall be as set out in Schedule “C,” “D,” “E” and “F” hereto, which said schedule forms a part of this Agreement.

In the event of an overpayment in wages, the Board will notify the Union and the employee in writing as soon as possible to discuss and agree upon a repayment plan.

13.02 Temporary Reclassification

a. School Secretaries

When an employee temporarily performs the duties of a higher paying position, on a full time basis, for a minimum of five (5) consecutive working days with the authorization of the Principal or Department Manager or designate, the employee will receive the rate of pay for the position filled.

Such payment shall be retroactive to the first day of assuming the duties. Placement shall be at the level of the position and the year at which the employee performing the temporary replacement is currently placed.

b. Educational Assistants

When an Educational Assistant temporarily performs the duties of a Specialized Educational Intervenor, for a full day, they will receive the rate of pay for the Specialized Educational Intervenor position filled.

Such payment shall be retroactive to the first day of assuming the duties. Placement shall be at the level of the position and the year at which the employee performing the temporary replacement is currently placed.

c. When the higher position is outside the Bargaining Unit, the employee shall be placed on the salary schedule for the position filled at the rate agreed upon at the time of transfer. The employee shall be covered by all provisions of this Collective Agreement including Article 4 (check off of Union dues) during the period of temporary transfer.

13.03 Classification – Change

- a) When the duties in any classification are materially changed during the term of this Collective Agreement, the rate of pay for the classification shall be determined in accordance with the Terms of Reference of the Joint Job Evaluation Committee.
- b) When a new classification is established, the rate of pay shall be determined in accordance with the Terms of Reference of the Joint Job Evaluation Committee.

13.04 Reclassification – Lower Rate

When for any reason other than discipline or job security, it is necessary to assign an employee to a lower paying classification; the employee's current rate will be maintained for the balance of the school year in progress.

ARTICLE 14 – SICK LEAVE

14.01 Definition

Sick leave means the period of time an employee is permitted to be absent from work with pay by reason of being sick, disabled because of an accident or because the employee is quarantined by a medical health officer (hereinafter collectively referred to as "sickness").

14.02 Deduction & Credit / WSIB

If the employee is unable to work by reason of sickness for the under mentioned periods, then a deduction in the amount set opposite shall be made from the employee's credited sick leave (if any):

Secretarial / Clerical / Library Technicians	
0 to 3.5 hours = .5 day	3.5 to 7 hours = 1 day
Educational Assistants / Specialized Educational Intervenors	
0 to 3 hours = .5 day	3 to 6 hours = 1 day
Lunch Time Supervisors / Lunch Time Office Support Workers	
0 to 45 minutes = .5 day	45 to 90 minutes = 1 day

In the event that an employee's absence qualifies him/her for WSIB benefits, full wages will continue to be paid without deduction to sick leave. The top-up amount will be for a maximum of four (4) years and six (6) months.

14.03 Leave of Absence

Leave without pay or a period of up to two (2) years shall be granted to an employee who:

- a) is not entitled to sick leave but who is required to be absent by reason of sickness, or,
- b) is unable to return to work at the termination of the period for which sick leave was granted by of the employee's continued sickness provided such leave shall not prejudice the Board's right to discharge an employee because of frequent absences from work.

14.04 Record

The Board shall provide on each employee's portal, within the Board's Employee Self Service, the current amount of the employee's sick leave and balance.

ARTICLE 15 – LEAVES OF ABSENCE FOR PERMANENT EMPLOYEES

15.01 Compassionate Leave

The Board shall grant to an employee requiring leave from work by reason of a death in the employee's immediate family (spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, grandparent or grandchild) five (5) working days with pay. The actual length of such leave shall be determined by the Board in accordance with the circumstances of such death and the responsibility of the employee for the funeral and other arrangements.

In the case of a sister-in-law or brother-in-law the actual length of such leave shall be determined by the Board in accordance with circumstances of such death and the responsibility of the employee for the funeral and other arrangements.

15.02 Funeral

The Board shall grant up to one (1) day leave with pay to an employee to attend a funeral.

15.03 Jury Duty / Subpoena

An employee who is called for jury duty or is subpoenaed as a witness other than in the employee's own cause and who as a result thereof loses time from work shall receive for each day so lost the difference between the employee's applicable hourly wage rate and the jury or witness fee (other than any mileage fee) to which the employee is entitled for such day. The Board may require the employee to furnish a certificate of services signed by the Clerk of the Court before making any such payment.

15.04 Union Leave

A) Conventions /Seminars / Other Union Business

An employee elected or appointed to represent the Union at a conference, convention, seminar or other union business shall be granted a leave of absence, without loss of seniority and without pay, to attend the business for which the leave is requested, provided:

1. Such leave shall be requested in writing, to the Manager of Human Resources, at least two (2) weeks in advance identifying the period of the absence and attendee(s). In unusual circumstances the Board may waive such two (2) week requirement. Granting of the foregoing leaves shall not be unreasonably withheld.
2. The Union recognizes that no more than six (6) employees may be absent at any given time.
3. The Union agrees-to a maximum of ten (10) working days per school year per employee, may be granted, with the exception of the Treasurer and the Union 2nd Vice President as per (c) below.
4. Absences for meetings called by the Board shall not count toward the calculation of the ten (10) working days per school year per employee. Union release time as described in c) below shall not count towards the (10) person days per year.
5. During such leaves, the employees will receive their regular remuneration and benefits from the Board and the Board shall invoice the Local Union for the costs incurred ie. salary and benefits of the absent employee. The Board shall invoice the union monthly, and the Union shall reimburse the Board within thirty (30) days of receiving the Board's invoice.

B) Union Release Time - President

Upon written request from the Union the Board shall approve the release of an employee to the position of Union President. Notification shall be submitted to the Manager of Human Resources, Support Services.

Sick leave will be available to the employee in accordance with Part A of the Collective Agreement.

An employee returning from serving as the Union President shall be returned to the same position they held prior to being elected as President of the local. The employee displaced as a result of the former local President exercising their right to return shall also have the right to return to their previous position. Alternatively, the former local President and their replacement may opt to place themselves on the Board's recall list.

The local Union shall pay the yearly salary, statutory deductions and OMERS pension contributions of the employee, less \$6,000 per school year, representing an honorarium to the local Union.

The Board shall administer such salary and benefits through the normal payroll process. The Union shall reimburse the Board within 30 days of receiving the Board's invoice.

C) Union Release Time – Union Executive & Stewards

The Union 1st Vice President/ Chief Steward shall be released on a full time basis upon written request. The wages for the replacement of the 1st Vice President/ Chief Steward will be paid for by the Union.

The Union's 2nd Vice President may be released for a total of ten (10) days per school year.

The Union Treasurer will be released on a half-time basis on alternate days upon written request by the Union and approved by the Board. Upon approval, the balance of the 0.5 FTE position will be posted in accordance with Article 12. The wages, statutory deductions, and OMERS pension contributions for the replacement of the Treasurer will be paid for by the Union.

Release time for Union Executive Members or Stewards shall not be unreasonably denied.

D) Election Leave

The Employer recognizes the right of an employee to participate in public affairs. Therefore upon written request, the Employer shall allow a leave of absence without pay and without loss of benefits or seniority, so that the employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the term of office.

E) WSIB Representative

Where an employee in the bargaining unit is elected or appointed as CUPE WSIB representative, such an employee may submit a request for an unpaid leave of absence for up to two (2) years without pay and loss of seniority to the Manager of Human Resources, Support Services. Such a leave may be granted subject to the Board's operational needs but shall not be unreasonably denied. Where the Union requests that the Board administer the pay and benefits for the employee related to the leave, the Board will continue the salary and benefits in accordance with the appropriate Collective Agreement. On return from the leave, the employee will be placed in their previous position. The Union shall reimburse the Board within thirty (30) days of receiving the Board's invoice.

F) Union Office

Any permanent employee who is elected or selected for a full-time position with the National or Provincial Union or Labour body with whom the Union is affiliated, shall be granted a leave of absence without pay and without loss of seniority, by the Board, for a period of two (2) years. On return from the leave, the employee will be placed in their previous position.

In an extension for the leave is requested, the Board may renew such leave on a yearly basis. On return from the extended leave the employee will be placed in a comparable position. Such extension shall be without pay and without loss of seniority.

15.05 Vacation Extension

An employee on application to the supervisor concerned shall be granted a leave of absence without pay for up to four (4) weeks to be taken in conjunction with the employee's annual vacation provided:

1. such leave shall not be granted more than once every three (3) years,

2. such leave may be denied when in the opinion of the supervisor the absence of such employee and of other employees be reason of any leave, illness, accident or vacation would impair the efficiency of operation,
3. the application for such leave shall be made at least thirty (30) days in advance but this period may be abbreviated in unusual circumstances.

15.06 Family Assistance Leave

The Board may grant, through approval from the immediate supervisor and with a minimum of two weeks notice, except in extenuating circumstances, an employee up to three (3) days per school year paid leave of absence where the Board is satisfied that such time off is necessary to enable the employee to assist a member of the employee's immediate family (as defined in Article 15.01). The Board reserves the right to deny such time off for any reason including the requirements of operations.

15.07 Personal Business

1. The Board may grant, through approval from the immediate supervisor and with a minimum of two weeks' notice, except in extenuating circumstances, leave without loss of pay, not to exceed two (2) days per school year, for the purposes of:
 - a. a dental or doctor's appointment
 - b. Inclement weather, where the employee is reasonably unable to attend their workplace location.
 - c. moving to a new place of residence
 - d. graduation
 - e. legal matters, including immigration hearings.
 - f. 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 attendance at Indigenous cultural/ceremonial events for employees who self-identify as Indigenous.
2. The Board may grant an employee an additional leave of absence without loss of pay for personal reasons. Such leave must be applied for at least 2 weeks in advance of the day of absence. Each employee shall be granted one day per school year.

15.08 Special Leave

The Board may grant a leave of absence without remuneration of up to one (1) year to an employee who requests the same in writing giving one (1) month's advance

notice. This position will be filled as per Article 12 and identified as a temporary vacancy.

The employee shall inform the Board at least one (1) month in advance of the date of return. The employee shall be returned to the former position and/or school. Should this position or school have been declared redundant, the employee shall be given a position of comparable status to that which the employee left.

The Board shall continue the benefits for which the employee is entitled, provided that the full cost of said premiums shall be reimbursed to the Board by the employee.

The Board may grant an extension of the leave, for one (1) additional year to an employee who requests the same in writing giving one (1) month's advance notice. This position will be filled as per Article 12 and identified as a permanent vacancy.

The employee shall inform the Board at least one (1) month in advance of the date of return. The employee approved for a second year of personal leave shall maintain their seniority date for the second year of absence but will not have the right to return to the school from where the original leave commenced. The employee shall be subject to the regular staffing process upon their return.

This leave shall not be granted more than once every three (3) years.

The Board shall continue the benefits for which the employee is entitled, provided that the full cost of said premiums shall be reimbursed to the Board by the employee.

15.09 Part-Time

Part-time employees required to work less than a regular full-time work week shall be entitled to paid leaves of absence on a pro rata basis, based on hours of work.

ARTICLE 16 - PREGNANCY LEAVE & PARENTAL LEAVE

16.01 Maternity Benefits/SEB Plan

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

16.02 Length

Employee shall be eligible for pregnancy and/or parental leave in accordance with the *Employment Standards Act* and the provisions of the central agreement.

An employee that requests to extend the leave period is subject to the provisions of Article 15.08.

ARTICLE 17 – EMPLOYEE BENEFITS

17.01 O.M.E.R.S.

The Board shall contribute on behalf of its employees as required by the Ontario Municipal Employee's Retirement System (Basic Plan). See Appendix B (OMERS Contributory Earnings).

17.02 Board's Contribution – July and August-

The Board shall contribute its percentage of contributions, for employees employed for ten (10) months or eleven (11) months, during the months of July and August for the benefit plans as contained in Article 17 herein. The employee's percentage of contributions will be deducted in equal installments between April 1st and June 30th.

ARTICLE 18 – MISCELLANEOUS

18.01 Bulletin Boards

The Board shall provide bulletin boards accessible to the employees and shall post notices of Union meetings and other notices approved by the Superintendent of Human Resources on such boards.

18.02 Travel Allowance

If an employee uses the employee's vehicle on Board business as authorized by the employee's supervisor, the employee will be reimbursed as per Board Policy - 808, Travel, Meals and Expense Reimbursement. Employees required to travel from worksite to worksite shall be paid a mileage allowance as specified above for the distance from worksite to worksite.

18.03 Technological Change

The Board agrees to notify the Union in advance, of any technological changes which would result in the loss of employment or layoff of any employee in the bargaining unit. The Board also agrees to discuss with the Union practical ways and means of minimizing the effect upon the employees concerned prior to layoff. Any training required as a result of technological change will be provided by the Board.

18.04 Performance Evaluation

The Board will collaborate with the Union on the development and implementation of the performance appraisal process prior to performance appraisals being initiated. No Bargaining Unit employee shall be evaluated by another bargaining unit employee and no employee will be required to evaluate their own performance.

18.05 Facilities

The Union may use Board facilities up to once per month for union business at no cost to the Union. This shall be requested through the Community Use of Schools. Meetings are to be held outside the school day.

18.06 Employee Records

- a. Employment files maintained in the Human Resources Department shall be the only documents used in the making of any determination regarding an employee's employment. Access to an employment file may occur once per school year at a mutually convenient time. The employee may be accompanied by the Union President or Vice-President. Any copies of documents contained in the employment file must be made at the employee's own expense.
- b. Documents of a disciplinary nature shall not be placed in an employee's file without the employee's knowledge. Any records of discipline and/or letters of expectation shall remain in the personnel file for no longer than twenty-four (24) months provided that there are no repeats of the same or similar incidents during this twenty-four (24) months. Any issues that the Board considers egregious shall be retained beyond the two (2) year period. The Board will notify the Union of any records of discipline and/or letters of expectation retained beyond the twenty-four (24) months.

18.07 Legal Costs

- a. The Board may, at its discretion, which shall not be exercised in an unfair or unreasonable manner, reimburse an employee's legal costs where an employee has chosen to appoint their own legal counsel and has been acquitted of a criminal charge arising out of any act, error or omission that occurred during the performance of an employee's duties while employed at the Board.
- b. The Board shall, if circumstances render it inappropriate for an employee to continue his or her duties, suspend an employee with full pay and benefits pending the disposition of an investigation. If an employee has legal

restrictions that prevent attendance in the workplace, the Board may suspend the employee without pay until the restrictions are lifted.

18.08 Courier

Union representatives are entitled to distribute union literature through the use of the Employer's courier system to all members of the Union. Union literature shall not be in any way disparaging to the Board and its management.

The CUPE 2331 office will be added to one of the existing courier routes.

18.09 Work Site Access

The President or Vice President of the Union will be given access to worksites to meet with employees covered by this collective agreement during their meal or other scheduled breaks whether paid or unpaid. Where this occurs the Union will provide the Principal with 48 hours notice by email.

18.10 Seniority Tie Breakers

In the event that two employees have the same seniority date, and if required, a lottery will be held with the representative of the Board and the Union President or Vice President in attendance.

18.11 Job Descriptions

Within sixty (60) days of ratification of this Agreement, the Employer shall provide to the Union copies of job descriptions for all positions for which the Union is the bargaining agent as per Schedule B. Any changes that have occurred since the job descriptions were last sent to the Union shall be highlighted. The Union shall be advised of any changes to job descriptions and provided a copy of any revised job description.

All approved job descriptions shall be posted to the Board's CUPE Local 2331 conference site.

18.12 Professional Activity Days

One Professional Activity Day per school year, will include all permanent lunchtime supervisors and office support workers. This day will be determined by the Board annually. Lunchtime supervisors and office support workers will be paid in accordance with their regular work schedule.

18.13 a) Return to Work

Employees returning to work after an approved medical leave of absence will be required to provide medical documentation in accordance with Appendix C in the Central terms. It is understood that the employee and their union representative are integral to a successful return to work process.

18.13 b) Workplace Accommodation

Where an employee requires a workplace accommodation, and where it is deemed necessary by the Board, the Union or the employee, a meeting shall be arranged with all parties within 10 working days of the Board receiving the medical certificate.

The Union President shall be advised of any required workplace accommodation plan and provided the opportunity to fully participate in the process. The employee will be notified of their right to union representation throughout the workplace accommodation process.

18.13 c) WSIB

For return to work meetings directly related to claims approved or pending by the WSIB, employees will be advised of their right to union representation.

18.14 School Secretary Inservices

The Board commits to providing a professional development session to all school-based secretaries on an annual basis.

Where the Board introduces new initiatives that materially impact the duties and responsibilities of school-based secretaries, the union will be consulted prior to and the Board shall ensure appropriate professional development is provided prior to implementation.

Where the Board deems it necessary, employees shall be provided appropriate release time from their duties to fully participate in Board training or inservices.

ARTICLE 19 – TERMINATION

19.01 Dates

This Agreement shall become effective September 1, 2022, and shall terminate at midnight on August 31, 2026.

19.02 Distribution of Agreement

The Employer will provide the Union with twenty-five (25) copies in booklet form

ARTICLE 20 – COURSE REIMBURSEMENT FOR PERMANENT EMPLOYEES

20.01 Board Contribution

The Board will pay fifty percent (50%) of tuition fee of a course offered through an accredited educational institution that is job related that an employee enrolls in, upon successful completion of the course.

In order for the employee to be eligible to receive reimbursement, the employee shall apply in writing and provide details of the cost and a course outline to the Board.

The Board shall have the right of approval or disapproval of the application of the employee.

ARTICLE 21 – NOTICE OF RENEWAL

21.01 Conditions

Either party hereto may require the other party to enter into negotiations for the renewal of the Agreement on ten (10) clear days' notice given to the other party within the period of three (3) months immediately prior to its expiry date, specifying any modifications or amendments requested. In the event such notice is given, then, notwithstanding the subsequent termination of this Agreement, the Board shall not, except with the consent of the Union, alter the rates of wages, or any other term or condition of employment or any right, privilege or duty of the Board, the Union or the employees, until the lapse of the appropriate period referred in Section 86(1) of the Labour Relations Act or until the right of the Union to represent the employees has been terminated, whichever occurs first. The grievance procedure, as provided herein, including arbitration shall be available during the period while the aforesaid prohibitions continue to force with respect to any grievance or policy difference arising with respect to said rates of wages or any other term or condition of employment or any right, privilege, or duty of the Board, the Union or the employees.

21.02 Notification - Names

Superintendent of Human Resources York Catholic District School Board
Catholic Education Centre
320 Bloomington Road West Aurora, Ontario L4G 0M1

President
C.U.P.E. 2331
8888 Keele Street, Unit 21 Concord, Ontario L4K 2N2

21.03 Notification – Effective

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

ARTICLE 22- RESOURCE TIME

Resource Time of 30 minutes per day, is to enhance and support the educational experience of students and for professional planning purposes only which will be provided to Educational Assistants, Specialized Educational Intervenors and Early Childhood Educators.

It is understood by all parties that Resource Time is to be worked at the school location and is not to be forfeited in order to shorten the length of the regularly scheduled workday.

Resource time shall be scheduled in one (1) thirty minute block or alternatively two (2) fifteen minute blocks according to the operational needs of the school.

SCHEDULE “A”

ELEMENTARY SCHOOL SECRETARIAL ALLOCATION

PUPIL ENROLMENT	PROPOSED FORMULA (HRS)
0 - 349	35
350 - 499	52.5
500 - 549	55
550 - 649	60
650 - 699	65
700 - 799	70
800 - 899	87.5
900 - 949	90
950 - 999	95
1000 - 1049	122.5

SECONDARY SCHOOL SECRETARIAL ALLOCATION

PUPIL ENROLMENT	PRESENT FORMULA (FTE)
< 500	3
501 – 750	4
751 – 1050	5
1051 – 1350	6
1351 – 1650	7
1651 – 2000	8
2001 +	9

SCHEDULE B – JOB CLASSIFICATIONS

BAND	POINTS	JOB CLASSIFICATION
A	Up to 369	
B	370 to 419	
C	420 - 469	Senior Clerk – Purchasing (Environmental Services) Clerk Environmental Services Receptionist-CEC
D	470 - 519	Clerk – Maintenance (Work Orders) Clerk – Maintenance (Accounts) Program Secretary, Student Services Clerk – Print Room
E	520 - 569	Elementary School General Secretary Secondary School General Secretary Clerk – Accounts Payable General Clerk, Mailroom/Warehouse Clerk-CEC Night School Secretary Summer School Secretary *Secretary Alternative Education
F	570 – 619	Program Secretary Curriculum Secretary – Continuing Education Guidance Secretary – Secondary Attendance Secretary – Secondary *Library Technician – Elementary
G	620 - 669	SIS Secretary - Secondary Program Secretary – Senior ISA Claims *Library Technician – Secondary *Secretary First Nations, Metis and Inuit
H	670 -719	Secretary Continuing Education & International Education Bursar – Sec School Accounting Clerk – Senior General Marketing Assistant Admissions Administrator Clerk – Facility Services Senior Secretary – Alternative Education *Secretary Admissions & ESL/ELD *Secretary Transportation

I	720 - 769	Educational Assistant Brailist Educational Assistant Hearing Educational Assistant Clerk – Head Accounts Payable Clerk – Head Expeditor *Cataloguer Library *Clerk Payroll Continuing Education *Clerks Permit * Secretary Facility Services
J	770 - 819	Educational Assistant Food Services
K	820 – 869	Head Secretary – Secondary Single /Senior School Secretary Elementary *Senior Pathways Secretary
L	870 – 919	Student Support Worker
M	920 – 969	Specialized Educational Intervenor

***The parties agree to rate these Classifications pursuant to the Job Evaluation Terms Of Reference and Ontario Pay Equity Terms Of Reference no later than December 22, 2023**

SCHEDULE “C”

Effective September 1, 2023

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Band A	\$ 25.35	\$ 25.96	\$ 26.52	\$ 27.14
Band B	\$ 25.90	\$ 26.49	\$ 27.06	\$ 27.59
Band C	\$ 26.22	\$ 26.94	\$ 27.72	\$ 28.40
Band D	\$ 27.34	\$ 28.08	\$ 28.83	\$ 29.55
Band E	\$ 27.95	\$ 28.63	\$ 29.34	\$ 30.02
Band F	\$ 29.06	\$ 29.68	\$ 30.35	\$ 30.98
Band G	\$ 30.08	\$ 30.65	\$ 31.30	\$ 31.95
Band H	\$ 31.05	\$ 31.65	\$ 32.33	\$ 32.97
Band I	\$ 33.45	\$ 34.14	\$ 34.83	\$ 35.52
Band J	\$ 34.29	\$ 35.00	\$ 35.71	\$ 36.42
Band K	\$ 34.65	\$ 35.57	\$ 36.47	\$ 37.39
Band L	\$ 36.28	\$ 37.03	\$ 37.78	\$ 38.53
Band M	\$ 36.75	\$ 37.51	\$ 38.27	\$ 39.03

SCHEDULE “C”

Effective September 1, 2024

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Band A	\$ 26.35	\$ 26.96	\$ 27.52	\$ 28.14
Band B	\$ 26.90	\$ 27.49	\$ 28.06	\$ 28.59
Band C	\$ 27.22	\$ 27.94	\$ 28.72	\$ 29.40
Band D	\$ 28.34	\$ 29.08	\$ 29.83	\$ 30.55
Band E	\$ 28.95	\$ 29.63	\$ 30.34	\$ 31.02
Band F	\$ 30.06	\$ 30.68	\$ 31.35	\$ 31.98
Band G	\$ 31.08	\$ 31.65	\$ 32.30	\$ 32.95
Band H	\$ 32.05	\$ 32.65	\$ 33.33	\$ 33.97
Band I	\$ 34.45	\$ 35.14	\$ 35.83	\$ 36.52
Band J	\$ 35.29	\$ 36.00	\$ 36.71	\$ 37.42
Band K	\$ 35.65	\$ 36.57	\$ 37.47	\$ 38.39
Band L	\$ 37.28	\$ 38.03	\$ 38.78	\$ 39.53
Band M	\$ 37.75	\$ 38.51	\$ 39.27	\$ 40.03

SCHEDULE “C”

Effective September 1, 2025

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Band A	\$ 27.35	\$ 27.96	\$ 28.52	\$ 29.14
Band B	\$ 27.90	\$ 28.49	\$ 29.06	\$ 29.59
Band C	\$ 28.22	\$ 28.94	\$ 29.72	\$ 30.40
Band D	\$ 29.34	\$ 30.08	\$ 30.83	\$ 31.55
Band E	\$ 29.95	\$ 30.63	\$ 31.34	\$ 32.02
Band F	\$ 31.06	\$ 31.68	\$ 32.35	\$ 32.98
Band G	\$ 32.08	\$ 32.65	\$ 33.30	\$ 33.95
Band H	\$ 33.05	\$ 33.65	\$ 34.33	\$ 34.97
Band I	\$ 35.45	\$ 36.14	\$ 36.83	\$ 37.52
Band J	\$ 36.29	\$ 37.00	\$ 37.71	\$ 38.42
Band K	\$ 36.65	\$ 37.57	\$ 38.47	\$ 39.39
Band L	\$ 38.28	\$ 39.03	\$ 39.78	\$ 40.53
Band M	\$ 38.75	\$ 39.51	\$ 40.27	\$ 41.03

SCHEDULE “D”
Designated Early Childhood Educators

Designated Early Childhood Educators		September 1, 2023	September 1, 2024	September 1, 2025
Letter of Permission		\$28.00	\$29.00	\$30.00
Qualified	0 yrs Exp	\$29.71	\$30.71	\$31.71
Qualified	1 yrs Exp	\$31.38	\$32.38	\$33.38
Qualified	2 yrs Exp	\$33.06	\$34.06	\$35.06
Qualified	3 yrs Exp	\$34.74	\$35.74	\$36.74
Qualified	4 yrs Exp	\$36.42	\$37.42	\$38.42

SCHEDULE “E”
Lunchtime Supervisors / Lunchtime Office Support Workers

September 1, 2023	\$21.26
September 1, 2024	\$22.26
September 1, 2025	\$23.26

SCHEDULE “F”
Supply Employee Pay Scales

Classification	September 1, 2023	September 1, 2024	September 1, 2025
Supply EA	\$33.45	\$34.45	\$35.45
Supply Secretary	\$27.95	\$28.95	\$29.95
Supply Library Technician	\$29.06	\$30.06	\$31.06
Supply ECE	\$29.71	\$30.71	\$31.71

Those incumbents in the female job classes which are paid higher than the band rates under the new internal equity rates shall be grand-parented and receive the applicable general wage increases under the 2022-2026 Collective Agreement. Those female job classes are: Library Technician- Elementary (Band F) ; Secretary- Continuing Education (Band F) ; Library Technician-Secondary (Band G); Clerk- Head Accounts Payable (Band I); Clerk-Head Expeditor (Band I).The band rates which shall apply to current incumbents in the named female job classes shall be:

September 1, 2023 Incumbents in:	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Library Tech Elementary	\$29.58	\$30.15	\$30.80	\$31.45
Library Tech Secondary Secretary Continuing Ed	\$30.55	\$31.15	\$31.83	\$32.47
Clerk Heads Account Payable Clerk Head Expeditor	\$34.65	\$35.57	\$36.47	\$37.39

September 1, 2024 Incumbents in:	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Library Tech Elementary	\$30.58	\$31.15	\$31.80	\$32.45
Library Tech Secondary Secretary Continuing Ed	\$31.55	\$32.15	\$32.83	\$33.47
Clerk Heads Account Payable Clerk Head Expeditor	\$35.65	\$36.57	\$37.47	\$38.39

September 1, 2025 Incumbents in:	YEAR 1	YEAR2	YEAR3	YEAR4
Library Tech Elementary	\$31.58	\$32.15	\$32.80	\$33.45
Library Tech Secondary Secretary Continuing Ed	\$32.55	\$33.15	\$33.83	\$34.47
Clerk Heads Account Payable Clerk Head Expeditor	\$36.65	\$37.57	\$38.47	\$39.39

Letters of Understanding

#1 Joint Health & Safety Committee

The parties agree that a Joint Health and Safety Committee has been established in accordance with the Occupational Health and Safety Act. C.U.P.E. 2331 shall be represented on the Joint Health and Safety Committee.

#2 Volunteers

A volunteer is a person who serves without remuneration and shall not be used to perform the duties of any York Catholic District School Board employee.

Y.C.D.S.B. co-operative education students are not considered to be volunteers for the purposes of this letter of understanding.

Any issues arising out of the use of volunteers will be dealt with in Labour Relations meetings.

#3 Working Conditions

The parties agree to the following clarifications regarding certain working conditions:

1. Any banking done by Board employees, with respect to Board business, is part of the employee's normal work and time should be provided during the normal work day for this purpose.
2. If employees are required to deposit correspondence in the mail, sufficient time should be provided during the normal working day for this purpose.
3. Employees are not expected or required to transport students in their personal vehicles.
4. Employees are not expected or required to identify or check pupils who are suspected of being infested with pediculosis (head lice).
5. Employees are not expected to administer medication to pupils, with the exception of Educational Assistants and Specialized Educational Intervenors who administer medication to students with special needs.
6. Educational Assistants and Specialized Educational Intervenors will be provided with qualified training if medication or medical procedures are to be administered to students with special needs.
7. Secretarial employees will not be left in a school without a principal, vice principal, teacher in charge or designate.
8. The Board shall ensure that all employees working directly with students shall be provided with CPR and First Aid Training.

#4 Self-Funded Leave

The parties agree to the following terms for the provision of a self-funded leave for CUPE Local 2331 members:

1. The Board may grant leaves of absence of one year to CUPE 2331 members on the basis of one of the following Plans 1 or 2:

Plan 1 – spreading 4 years' salary over 5 years (hereinafter called "Plan 1") on the following terms and conditions:

or

Plan 2 – spreading 3 years' salary over 4 years (hereinafter called "Plan 2") on the following terms and conditions:

2. Any employee who has completed at least five (5) years' active service for the Board may apply to participate in such Plan;
3. An employee wishing to participate in such Plan shall apply in writing to the Manager of Human Resources, on or before May 31st to participate in the Plan commencing the following September 1st;
4. The Board shall consider applications for personal reasons such as study, travel, parenting and regeneration with special consideration to be given to employees with longer service.
5. Each employee permitted to participate in the Plan shall enter into an agreement with the Board as follows:

- i) In the case of Plan 1 – in each of the four (4) years of the Plan commencing September 1st next following approval, the employee shall be paid 80% of the salary to which the employee is otherwise entitled;

In the case of Plan 2 – in each of the three (3) years of the Plan commencing September 1st next following approval, the employee shall be paid 75% of the salary to which the employee is otherwise entitled;

- ii) In the case of Plan 1 – the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Board's financial institution on Daily Interest Savings Accounts;

In case of Plan 2 – the remaining 25% of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Board's financial institution on Daily Interest Savings Accounts;

- iii) In the case of Plan 1 – the leave of absence shall commence on the September 1st of the 5th year from the commencement of the employee's participation in the Plan;

In the case of Plan 2 - the leave of absence shall commence on the September 1st of the 4th year from the commencement of the employee's participation in the Plan;
- iv) During such school year of the leave of absence the Board shall pay the employee all the funds accumulated pursuant to ii) and interest earned in accordance with the foregoing either in a lump sum or in instalments on a bi- weekly basis;
- v) The employee shall be responsible for all contributions to OMERS (ie. both employee and employer) and the employee will be responsible for arranging with the Board the payment of all premiums for benefit plans (ie. both employee and employer);
- vi) Subject to any other provisions of the Collective Agreement, on the employee's return from the leave the employee shall be reinstated to a position considered comparable to that held at the commencement of the leave;
- vii) During such leave, the employee's seniority shall accumulate but will not be regarded as continuous service;
- viii) The employee shall not be entitled to any sick leave credits during the period of such leave but on the employee's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave;
- ix) An employee laid off or who leaves active employment with the Board while participating in the Plan must withdraw there from. The employee shall then be paid within sixty (60) days a lump sum equal to the employee's contributions plus interest accrued to date of the withdrawal;
- x) Permission to withdraw from the Plan will be solely at the discretion of the Board;
- xi) If an employee dies, retires, is dismissed or otherwise leaves active employment with the Board while participating in the Plan, the employee's personal representative, in the event of the employee's death, or the employee shall be paid such lump sum and interest accrued up to the date of the employee's death, retirement, dismissal, or leaving, as the case may be.

#5 Protected Compliment

The parties agree that the FTE number (excluding temporary, casual and/or occasional positions) as of December 19, 2022, the date of central ratification. is: 1369.32.

Elementary Secretary - 117.59 FTE

Secondary Secretary - 93.5 FTE

CEC Clerical - 33.5 FTE

Educational Intervenors - 80 FTE

Educational Assistants - 442.5 FTE*

Food Services Educational Assistant .5 FTE

Early Childhood Educators -163 FTE

Library Technicians- 22.5 FTE

Lunch Time Supervisors - 334.33 FTE

Lunch Time Office Support Workers - 53.9 FTE

Student Support Workers - 11 FTE

Specialized Education Workers - 17 FTE

*The parties agree that the protected complement of Educational Assistants as at December 19, 2022 is 442.5 FTE

This agreement is subject to any arbitration award from a 3rd party adjudicator or a mediated settlement that further changes the Educational Assistant FTE

Letters of Intent

#1 Educational Assistants, Specialized Educational Intervenor and Student Support Workers (referred to as Education Workers in this article)

The York Catholic District School Board endorses the use of Education Workers, as a special education support service, to assist the Teacher with the implementation of education, in its schools.

Since it is the goal of the Board and the members of the bargaining unit to provide students with the best possible educational opportunities, the following commitments/principles have been agreed to:

- a) The Board is committed to ensuring that the workload assigned to Education Workers is fairly and equitably distributed. Assignments given to Education Workers in each school will be reviewed by the Principal when discussing the organization of the school;
- b) In the event that an Education Worker has a concern regarding an assignment, the Education Worker is encouraged to discuss the issue with the Principal or Student Services Supervisor first, and if still unresolved, access the grievance procedure as per the Collective Agreement;
- c) As a special education support service, Education Workers will be afforded the opportunity, at the school level, to provide input and/or express concerns on issues that affect their role as a support service; and,
- d) Education Workers shall not assume the duties of other professionals under the Education Act and its Regulations.

#2 Amalgamations

In the event the Board merges or amalgamates with another board in which the Employees therein are represented by another union, the Board shall make all reasonable efforts to ensure that the representation rights and the status quo of CUPE, Local 2331, shall be maintained until a final determination is made under the Ontario Labour Relations Act as to the proper representation of the combined group.

#3 Attendance Support Program

The Attendance Support Program is non-disciplinary. Throughout the Board's Attendance Support Program, bargaining unit employees will be notified in writing of their right to request local union representation throughout all stages of the program. The Union will be notified in writing of any employees entering and exiting the Attendance Support Program for stages 2,3,4. The Union will be copied on communications to bargaining unit members following any meetings attended by the Union.

#4 Liability Insurance

Bargaining-unit employees performing their professional duties and obligations within the scope of their employment, including medical procedures and toileting, shall be covered by the Board's insurance provider through the Ontario School Boards' Insurance Exchange (OSBIE).

Bargaining unit employees shall perform medical procedures in compliance with Ministry and Board policies and procedures.

Each school year, the Board shall post on the Board's intranet site CUPE 2331 conference site a presentation highlighting the Board's insurance policy that may be accessed by bargaining-unit employees.

#5 Shutdown Period

The ability of twelve-month employees in the bargaining unit to take earned vacation shall not be affected by shut-down periods, including any introduction or expansion of shut-down periods. If the Board intends to implement a shut-down during the life of the collective agreement, such matters will be brought to Labour Relations Committee for discussion.

#6 Supply Work

Within thirty (30) days of ratification of this Agreement, the Board will meet with the Union President and Vice President/Chief Steward to discuss best practices regarding the assignment of supply work.

#7 Workplace Violence & Health and Safety

The Board commits to meeting with the Union President and Vice-President once a month to review issues of workplace violence.

The Board is open to development of a system memo in consultation with the Union on Health & Safety issues.

#8 Education Workers Working Alone

Education Workers are not responsible for the direct teaching of expectations as outlined in the student's IEP. Education Workers shall not be left alone with students during instructional time. Instructional time, even when unstructured, shall be under the direction and supervision of the Classroom/Subject/Special Education Teacher.

Education Workers support students as they practice and generalize skills and shall be assigned together with a teacher with the exception of:

- i) accompanying students for up to 30 minutes out of the classroom when participating in functional jobs around the school to generalize skills after they have been taught by the teacher (e.g., student is accompanied by an education worker to complete a specific task such as school store, snack program, attendance, grocery job, etc.,) or
- ii) accompanying students out of the classroom for motor/movement breaks for up to 15 minutes.

#9 Medication & Personal Care

Education Workers, whose role includes supporting special need students shall be provided with mandatory qualified training by a healthcare professional if medication or medical procedures or interventions are to be administered to students with special needs.

Principals shall consult with Education Workers regarding solutions to concerns related to the toileting of student(s) with special needs.

Educational Workers may request 2:1 support for the toileting of students with special needs. Such requests may be considered.

#10 Calming Rooms/Alternate Learning Spaces

The use of an alternate space for students with special needs that allows an opportunity for self-regulation must follow Board approved guidelines for use of a calming room, sensory room, or alternate learning space. The use of the calming space, sensory room or alternate learning space should be part of the teaching strategies and taught when the student is in a calm state Education Workers shall not be left without an Administrator/designate during the use of calming room, sensory room, or alternate learning space, when a student is escalated.

School Administrator/Designate ensures that training is conducted to all relevant staff members that will be supporting a student in accessing the calming space.

The Union shall be provided a list of all Board approved calming rooms and sensory rooms prior to the start of each school year and upon request during the school year. The Board shall notify the Union of any changes to Board approved calming rooms, sensory rooms or alternate learning spaces.

#11 Professional Development Committee

The Board will meet with the Union President and Vice President twice per school year to discuss the professional development of bargaining unit employees with the focus on professional activity days. If required, additional meetings will be scheduled as mutually agreed.

#12 Additional Ministry Funding

Where the Ministry provides the school board with ad hoc one-time funding that is outside of Grants for Student Needs (GSN), intended to support students, the parties may discuss the implications on the bargaining unit through the Labour Relations Committee.

Appendix A - Liability Insurance Coverage

The YCDSB General Liability Insurance Policy, carried with the Ontario School Boards' Insurance Exchange (OSBIE), provides comprehensive protection in the best interest of member school boards, providing coverage for instances such as:

- Personal Injury Liability
- Property Damage Liability
- Incidental Professional and Malpractice Liability
- Environmental Impairment Liability
- Errors and Omissions Liability
- Non-owned Automobile Liability
- Premises and Operations Liability
- Products and Completed Operations Liability
- Tenants Legal Liability
- Blanket Contractual Liability

Those who would be insured (protected) by this policy include the following:

Any statutory officer, elected or appointed official, appointed committee member, including a member of a recreation committee recognized by statute, fiduciary, trustee, employee*, volunteer worker, school council member, chaperone or member of the YCDSB or a similar governing body while acting within the scope of his or her duties on behalf of the Named Insured (YCDSB) and not to limit the meaning of the foregoing, while they are participating in trips or tours arranged by them for students of the Named Insured if such trips or tours have been approved by the Named Insured.

Coverage under this policy applies to the Board for operations as permitted by the Education Act, and to other insured (named above) when acting on behalf of YCDSB within the scope of duties, responsibilities, and authority as designated by YCDSB at any time anywhere in the world.

* Employee would include Educational Assistants and Intervenor YCDSB Contact:
Budget/Insurance Coordinator
905-713-1211 ext. 12481

Appendix B – O.M.E.R.S. Definition Of Contributory Earnings

(For Information Only and Non Grievable)

The following definition of contributory earnings under the OMERS pension plan is provided for information purposes only and is non grievable. The parties will continue to be bound by any and all amendments to the OMERS pension plan. Contributory earnings must include all regular recurring earnings as follows:

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

- Taxable value or provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings;
- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

Appendix C - Pay Equity Adjustments

The following bargaining unit classifications will have the hourly rate adjusted upwards as per the Minutes of Settlement re: Pay Equity Agreement:

* These hourly rate increases are in effect retroactive to March 31, 2022.

JOB POSITION	PAY EQUITY ADJUSTMENT PER HOUR AS OF March 31, 2022
Clerk Print Room	\$0.11
Program Secretary Senior ISA Claims	\$0.57
Clerk Facility Services	\$0.12
Educational Assistant	\$4.07
Educational Assistant Hearing	\$4.07
Educational Assistant Brailist	\$3.05
Educational Assistant Food Services	\$4.97
Educational Intervenor	\$3.71
Elementary Single/Senior School Secretary	\$2.59
Student Support Worker	\$4.06
Specialized Education Worker	\$6.36
Designated Early Childhood Educators	\$5.84
Lunch Time Supervisors	April 2022 – September 2022 \$4.26 October 2022 – August 2023 \$3.76
Lunch Time Office Support Workers	April 2022 – September 2022 \$4.26 October 2022 – August 2023 \$3.76
Supply Educational Assistants	\$3.87
Supply Designated Early Childhood Educators	\$5.84

Appendix C

Schedule B – Job Classifications

September 1, 2022

SCHEDULE B – JOB CLASSIFICATIONS

BAND	POINTS	JOB CLASSIFICATION
1	180 – 329	
2	330 – 379	General Clerk, Ma Room – Education Centre (<i>Mailroom/Warehouse Clerk-CEC</i>)
3	380 – 429	Clerk – Print Room
4	430 – 479	Senior Clerk – Purchasing (<i>Environmental Services Clerk Environmental Services</i>) Clerk – Maintenance (Accounts) Clerk – Facility Services Night School Secretary Summer School Secretary Receptionist-CEC
5	480 – 579	Program Secretary (<i>Instructional Services Secretary</i>) Clerk – Maintenance (Work Orders) General School Secretary – Secondary School School Secretary – Elementary School Secretary – <i>Alternative Education</i> Clerk – Accounts Payable (<i>formerly Accounting Clerk-Senior General</i>)
6	580-629	Guidance Secretary – Secondary School Attendance Secretary – Secondary School Program Secretary – Senior ISA Claims (<i>Secretary Assistive Tech and Resource Centre</i>) Senior Secretary – <i>Alternative Education</i>
7	630 – 679	Educational Assistant Library Technician – Elementary SASI - Secondary (<i>Maplewood Secretary</i>)

8	680 – 729	Secretary – Continuing Education Library Technician – Secondary <i>Secretary</i> Bursar – Secondary School Educational Intervenor Educational Assistant Brailist Accounting Clerk – Senior General Admissions Administrator
9	730 – 779	Single School Secretary – Elementary Senior School Secretary – Elementary Student Support Worker
10	780 – 829	Clerk – Head Accounts Payable Clerk – Head Expeditor Head Secretary – Secondary School

Schedule C

Effective September 1, 2022

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Band 1	\$23.86	\$24.42	\$25.03	\$25.66
Band 2	\$24.35	\$24.96	\$25.52	\$26.14
Band 3	\$24.90	\$25.49	\$26.06	\$26.59
Band 4	\$25.22	\$25.94	\$26.72	\$27.40
Band 5	\$26.34	\$27.08	\$27.83	\$28.55
Band 6	\$27.56	\$28.18	\$28.85	\$29.48
Band 7	\$28.58	\$29.15	\$29.80	\$30.45
Band 8	\$29.55	\$30.15	\$30.83	\$31.47
Band 9	\$30.89	\$31.74	\$32.60	\$33.47
Band 10	\$33.65	\$34.57	\$35.47	\$36.39

Schedule D

Effective September 1, 2022

Designated Early Childhood Educator		2022
Letter of Permission		\$21.16
Qualified	0 Yrs Exp	\$22.87
Qualified	1 Yrs Exp	\$24.54
Qualified	2 Yrs Exp	\$26.22
Qualified	3 Yrs Exp	\$27.90
Qualified	4 Yrs Exp	\$29.58

Schedule E - Effective September 1, 2022

Lunch Time Supervisors and Lunch Time Office Support Workers

2022	\$16.50
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Schedule F - Effective September 1, 2022

Supply Rates

Classification	2022
Supply EA	\$28.58
Supply Secretary	\$26.34
Supply Library Technician	\$28.58
Supply ECE	\$22.87

SCHEDULE B – JOB CLASSIFICATIONS

Revised - April 2024

BAND	POINTS	JOB CLASSIFICATION
A	Up to 369	
B	370 to 419	
C	420 - 469	Senior Clerk – Purchasing (Environmental Services) Clerk Environmental Services Receptionist-CEC
D	470 - 519	Clerk – Maintenance (Work Orders) Clerk – Maintenance (Accounts) Program Secretary, Student Services Clerk – Print Room
E	520 - 569	Elementary School General Secretary Secondary School General Secretary Clerk – Accounts Payable General Clerk, Mailroom/Warehouse -CEC Night School Secretary Summer School Secretary Secretary Alternative Education
F	570 – 619	Program Secretary Curriculum Secretary – Continuing Education Guidance Secretary – Secondary Attendance Secretary – Secondary
G	620 - 669	SIS Secretary – Secondary Program Secretary – Senior ISA Claims Library Technician – Elementary
H	670 -719	Secretary Continuing Education & International Education Bursar – Sec School Accounting Clerk – Senior General Marketing Assistant Admissions Administrator Clerk – Facility Services Senior Secretary – Alternative Education Secretary Admissions & ESL/ELD Library Technician – Secondary

I	720 - 769	Educational Assistant Brailist
		Educational Assistant Hearing
		Educational Assistant
		Clerk – Head Accounts Payable
		Clerk – Head Expeditor
		Secretary Facility Services
		Secretary First Nations, Metis and Inuit
J	770 - 819	Secretary Transportation
		Educational Assistant Food Services
		Cataloguer Library
		Clerk Payroll Continuing Education
K	820 – 869	Head Secretary – Secondary
		Single /Senior School Secretary Elementary
		Senior Pathways Secretary
		Clerk Permit
L	870 – 919	Secretary Student Services
		Student Support Worker
M	920 – 969	Specialized Educational Intervenor

Schedule C
Effective September 1, 2019

	Year 1	Year 2	Year 3	Year 4
Band 1	\$22.58	\$23.13	\$23.73	\$24.36
Band 2	\$23.06	\$23.67	\$24.22	\$24.82
Band 3	\$23.61	\$24.19	\$24.74	\$25.28
Band 4	\$23.92	\$24.63	\$25.41	\$26.07
Band 5	\$25.03	\$25.75	\$26.50	\$27.21
Band 6	\$26.24	\$26.84	\$27.50	\$28.13
Band 7	\$27.24	\$27.80	\$28.44	\$29.09
Band 8	\$28.20	\$28.78	\$29.46	\$30.09
Band 9	\$29.52	\$30.37	\$31.21	\$32.07
Band 10	\$32.25	\$33.16	\$34.04	\$34.95

Schedule C
Effective September 1, 2020

	Year 1	Year 2	Year 3	Year 4
Band 1	\$22.98	\$23.53	\$24.15	\$24.79
Band 2	\$23.46	\$24.08	\$24.64	\$25.25
Band 3	\$24.02	\$24.61	\$25.17	\$25.72
Band 4	\$24.34	\$25.06	\$25.85	\$26.53
Band 5	\$25.47	\$26.20	\$26.96	\$27.69
Band 6	\$26.70	\$27.31	\$27.98	\$28.62
Band 7	\$27.72	\$28.29	\$28.94	\$29.60
Band 8	\$28.69	\$29.28	\$29.98	\$30.62
Band 9	\$30.04	\$30.90	\$31.76	\$32.63
Band 10	\$32.81	\$33.74	\$34.64	\$35.56

Schedule C
Effective September 1, 2021

	Year 1	Year 2	Year 3	Year 4
Band 1	\$23.84	\$24.41	\$25.06	\$25.72
Band 2	\$24.34	\$24.98	\$25.56	\$26.20
Band 3	\$24.92	\$25.53	\$26.11	\$26.68
Band 4	\$25.25	\$26.00	\$26.82	\$27.52
Band 5	\$26.43	\$27.18	\$27.97	\$28.73
Band 6	\$27.70	\$28.33	\$29.03	\$29.69
Band 7	\$28.76	\$29.35	\$30.03	\$30.71
Band 8	\$29.77	\$30.38	\$31.10	\$31.77
Band 9	\$31.17	\$32.06	\$32.95	\$33.85
Band 10	\$34.04	\$35.01	\$35.94	\$36.89

Schedule C
Effective September 1, 2022

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Band 1	\$24.84	\$25.41	\$26.06	\$26.72
Band 2	\$25.34	\$25.98	\$26.56	\$27.20
Band 3	\$25.92	\$26.53	\$27.11	\$27.68
Band 4	\$26.25	\$27.00	\$27.82	\$28.52
Band 5	\$27.43	\$28.18	\$28.97	\$29.73
Band 6	\$28.70	\$29.33	\$30.03	\$30.69
Band 7	\$29.76	\$30.35	\$31.03	\$31.71
Band 8	\$30.77	\$31.38	\$32.10	\$32.77
Band 9	\$32.17	\$33.06	\$33.95	\$34.85
Band 10	\$35.04	\$36.01	\$36.94	\$37.89

Schedule C
Effective September 1, 2023

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Band A	\$26.34	\$26.98	\$27.56	\$28.20
Band B	\$26.92	\$27.53	\$28.11	\$28.68
Band C	\$27.25	\$28.00	\$28.82	\$29.52
Band D	\$28.43	\$29.18	\$29.97	\$30.73
Band E	\$29.36	\$30.00	\$30.58	\$31.22
Band F	\$30.21	\$30.86	\$31.56	\$32.21
Band G	\$31.28	\$31.88	\$32.55	\$33.23
Band H	\$32.28	\$32.92	\$33.61	\$34.30
Band I	\$35.00	\$35.59	\$36.27	\$36.95
Band J	\$35.95	\$36.54	\$37.22	\$37.90
Band K	\$36.04	\$37.01	\$37.94	\$38.89
Band L	\$37.73	\$38.53	\$39.31	\$40.09
Band M	\$38.24	\$39.02	\$39.82	\$40.61

Schedule C
Effective September 1, 2024

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Band A	\$27.34	\$27.98	\$28.56	\$29.20
Band B	\$27.92	\$28.53	\$29.11	\$29.68
Band C	\$28.25	\$29.00	\$29.82	\$30.52
Band D	\$29.43	\$30.18	\$30.97	\$31.73
Band E	\$30.36	\$31.00	\$31.58	\$32.22
Band F	\$31.21	\$31.86	\$32.56	\$33.21
Band G	\$32.28	\$32.88	\$33.55	\$34.23
Band H	\$33.28	\$33.92	\$34.61	\$35.30
Band I	\$36.00	\$36.59	\$37.27	\$37.95

Band J	\$36.95	\$37.54	\$38.22	\$38.90
Band K	\$37.04	\$38.01	\$38.94	\$39.89
Band L	\$38.73	\$39.53	\$40.31	\$41.09
Band M	\$39.24	\$40.02	\$40.82	\$41.61

Schedule C
Effective September 1, 2025

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Band A	\$28.34	\$28.98	\$29.56	\$30.20
Band B	\$28.92	\$29.53	\$30.11	\$30.68
Band C	\$29.25	\$30.00	\$30.82	\$31.52
Band D	\$30.43	\$31.18	\$31.97	\$32.73
Band E	\$31.36	\$32.00	\$32.58	\$33.22
Band F	\$32.21	\$32.86	\$33.56	\$34.21
Band G	\$33.28	\$33.88	\$34.55	\$35.23
Band H	\$34.28	\$34.92	\$35.61	\$36.30
Band I	\$37.00	\$37.59	\$38.27	\$38.95
Band J	\$37.95	\$38.54	\$39.22	\$39.90
Band K	\$38.04	\$39.01	\$39.94	\$40.89
Band L	\$39.73	\$40.53	\$41.31	\$42.09
Band M	\$40.24	\$41.02	\$41.82	\$42.61

Schedule D

Designated Early Childhood Educator		September 1, 2019	September 1, 2020	September 1, 2021
Letter of Permission		\$19.91	\$20.26	\$21.02
Qualified	0 Yrs Exp	\$21.60	\$21.98	\$22.80
Qualified	1 Yrs Exp	\$23.25	\$23.66	\$24.55
Qualified	2 Yrs Exp	\$24.91	\$25.35	\$26.30
Qualified	3 Yrs Exp	\$26.57	\$27.03	\$28.04
Qualified	4 Yrs Exp	\$28.23	\$28.72	\$29.80

Schedule D

Designated Early Childhood Educator		September 1, 2022
Letter of Permission		\$22.02
Qualified	0 Yrs Exp	\$23.80
Qualified	1 Yrs Exp	\$25.55
Qualified	2 Yrs Exp	\$27.30
Qualified	3 Yrs Exp	\$29.04
Qualified	4 Yrs Exp	\$30.80

Schedule D

Designated Early Childhood Educator		September 1, 2023	September 1, 2024	September 1, 2025
Letter of Permission		\$29.11	\$30.11	\$31.11
Qualified	0 Yrs Exp	\$30.89	\$31.89	\$32.89
Qualified	1 Yrs Exp	\$32.64	\$33.64	\$34.64
Qualified	2 Yrs Exp	\$34.39	\$35.39	\$36.39
Qualified	3 Yrs Exp	\$36.14	\$37.14	\$38.14
Qualified	4 Yrs Exp	\$37.88	\$38.88	\$39.88

Schedule E

Lunch Time Supervisors and Lunch Time Office Support Workers

September 1, 2019	\$14.60
September 1, 2020	\$14.86
September 1, 2021	\$15.42

Schedule E

Lunch Time Supervisors and Lunch Time Office Support Workers

January 1, 2022	\$15.64
September 1, 2022	\$16.64

Schedule E

Lunch Time Supervisors and Lunch Time Office Support Workers

September 1, 2023	\$22.08
September 1, 2024	\$23.08
September 1, 2025	\$24.08

Schedule F**Supply Employee Pay Scales**

Classification	September 1, 2019	September 1, 2020	September 1, 2021
Supply EA	\$27.24	\$27.72	\$28.76
Supply Secretary	\$25.03	\$25.47	\$26.43
Supply Library Technician	\$27.24	\$27.72	\$28.76
Supply ECE	\$21.60	\$21.98	\$22.80

Schedule F**Supply Employee Pay
Scales**

Classification	September 1, 2022
Supply EA	\$29.76
Supply Secretary	\$27.43
Supply Library Technician	\$29.76
Supply ECE	\$23.80

Schedule F**Supply Employee Pay
Scales**

Classification	September 1, 2023	September 1, 2024	September 1, 2025
Supply EA	\$35.00	\$36.00	\$37.00
Supply Secretary	\$29.36	\$30.36	\$31.36
Supply Library Technician	\$31.28	\$32.28	\$33.28
Supply ECE	\$30.89	\$31.89	\$32.89

PAY EQUITY ADJUSTMENTS

JOB POSITION	PAY EQUITY ADJUSTMENT PER HOUR AS OF MARCH 31, 2022	PAY EQUITY ADJUSTMENT PER HOUR RE BILL 124
Clerk Print Room	\$0.11	-
Program Secretary Senior ISA Claims	\$0.57	\$0.06
Clerk Facility Services	\$0.12	-
Educational Assistant	\$4.07	\$0.17
Educational Assistant Hearing	\$4.07	\$0.17
Educational Assistant Brailist	\$3.05	\$0.12
Educational Assistant Food Services	\$4.97	\$0.22
Educational Intervenor	\$3.71	\$0.16
Elementary Single/Senior School Secretary	\$2.59	\$0.11
Student Support Worker	\$4.06	\$0.17
Specialized Education Worker	\$6.36	\$0.28
Designated Early Childhood Educators	\$5.84	\$0.24
Lunch Time Supervisors	April 2022 – September 2022 \$4.26	\$0.18
	October 2022 – August 2023 \$3.76	\$0.17
Lunch Time Office Support Workers	April 2022 – September 2022 \$4.26	\$0.18
	October 2022 – August 2023 \$3.76	\$0.17
Supply Educational Assistants	\$3.87	\$0.17
Supply Designated Early Childhood Educators	\$5.84	\$0.24
Cataloguer Library	\$1.95	\$0.07
Clerk Permits	\$2.55	\$0.11
Secretary Transportation	\$3.05	\$0.12
Secretary Facility Services	\$1.05	\$0.05
Clerk Payroll, Continuing Ed	\$1.95	\$0.07
Secretary First Nations, Metis and Inuit	\$4.07	\$0.17