

COLLECTIVE AGREEMENT

between the

**THE SUDBURY CATHOLIC DISTRICT SCHOOL
BOARD**

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5569

effective from September 1, 2022 to

August 31, 2026

TABLE OF CONTENTS
CUPE – 2022 Part A: Central Terms

C1.00	STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT	5
C1.1	Separate Central and Local Terms	5
C1.2	Implementation	5
C1.3	Parties	5
C1.4	Single Collective Agreement	5
C2.00	DEFINITIONS	5
C3.00	LENGTH OF TERM/NOTICE TO BARGAIN.....	6
C3.1	Term of Agreement.....	6
C3.2	Term of Letters of Agreement/Understanding	6
C3.3	Amendment of Terms	6
C3.4	Notice to Bargain	6
C4.00	CENTRAL DISPUTE RESOLUTION PROCESS	7
C4.1	Statement of Purpose	7
C4.2	Parties to the Process.....	7
C4.3	Meetings of the Committee.....	8
C4.4	Selection of Representatives.....	8
C4.5	Mandate of the Committee	8
C4.6	Role of the Central Parties and Crown	9
C4.7	Referral of Disputes	9
C4.8	Carriage Rights	9
C4.9	Responsibility to Communicate	10
C4.10	Language of Proceedings	10
C4.11	Definition of Dispute	10
C4.12	Notice of Disputes	10
C4.13	Referral to the Committee.....	11
C4.14	Timelines	12
C4.15	Voluntary Mediation /Expedited Mediation.....	12
C4.16	Arbitration	13
C5.00	BENEFITS	14
C5.1	Eligibility and Coverage	14
C5.2	Funding	15
C5.3	Cost Sharing	15
C5.4	Full-Time Equivalent (FTE) and Employer Contributions	15
C5.5	Payment in Lieu of Benefits	16
C5.6	Benefits Committee	16
C5.7	Privacy	16
C6.00	SICK LEAVE.....	17
C6.1	Sick Leave/Short Term Leave and Disability Plan	17
	Definitions:	17

C7.00	CENTRAL LABOUR RELATIONS COMMITTEE.....	24
C7.1	Preamble	24
C7.2	Membership	24
C7.3	Co-Chair Selection	24
C7.4	Meetings	24
C7.5	Agenda and Minutes	24
C7.6	Without Prejudice or Precedent.....	25
C7.7	Cost of Labour Relations Meetings.....	25
C8.00	CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES	25
C9.00	ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS	25
C10.00	CASUAL SENIORITY EMPLOYEE LIST	25
C11.00	UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING.....	25
C12.00	STATUTORY LEAVES OF ABSENCE/SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB).....	26
C12.1	Family Medical Leave or Critical Illness Leave.....	26
C13.00	MERGER, AMALGAMATION OR INTEGRATION	27
C14.00	SPECIALIZED JOB CLASSES	27
C15.00	PROFESSIONAL ACTIVITY DAYS.....	27
APPENDIX A		28
APPENDIX B		29
	Sick Leave Credit-Based Retirement Gratuities (where applicable)	29
	Other Retirement Gratuities	29
APPENDIX C - Medical Certificate.....		30
LETTER OF UNDERSTANDING #1		37
	Re: Status Quo Central Items	37
LETTER OF UNDERSTANDING #2		38
	Re: Status Quo Central Items and Items Requiring Amendment and Incorporation	38
LETTER OF UNDERSTANDING #3		41
	Re: Job Security: Protected Complement.....	41
LETTER OF UNDERSTANDING #4		43
	Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference	43
III. MEMBERSHIP		43
LETTER OF UNDERSTANDING #5		45
	Re: Sick Leave	45
LETTER OF UNDERSTANDING #6		46
	Re: Central Labour Relations Committee	46
LETTER OF UNDERSTANDING #7		47

RE: List of Arbitrators	47
LETTER OF UNDERSTANDING #8	48
Re: Children’s Mental Health, Special Needs, and Other Initiatives	48
LETTER OF UNDERSTANDING #9	49
Re: Provincial Working Group – Health and Safety.....	49
LETTER OF UNDERSTANDING # 10	50
RE: Ministry Initiatives Committee.....	50
LETTER OF UNDERSTANDING #11	51
RE: Bereavement Leave	51
LETTER OF UNDERSTANDING #12	53
RE: Short Term Paid Leave	53
LETTER OF AGREEMENT # 13	54
RE: Learning and Services Continuity and Absenteeism Task Force	54
<i>CUPE – PART B: LOCAL TERMS.....</i>	55

APPENDIX I

CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

CUPE/SCFP refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the *School Boards Collective Bargaining Act, 2014* for central

bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency.

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, notice to bargain centrally shall be in accordance with

Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

- a. There shall be established a Central Dispute Resolution Committee ("The Committee"), which shall be composed of equal representation of up to four (4) representatives each of the employer bargaining agency and employee bargaining agency ("the central parties"), and up to three representatives of the

Crown. The Committee will be co-chaired by a representative from each bargaining agency. All correspondence to the committee will be sent to both co-chairs.

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

- a. Dispute Resolution

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

b. Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

- a. The central parties shall each have the following rights:
 - i. To file a dispute with the Committee.
 - ii. To file a dispute as a grievance with the Committee.
 - iii. To engage in settlement discussions, and to mutually settle a dispute or grievance.
 - iv. To withdraw a dispute or grievance it filed.
 - v. To mutually agree to refer a dispute or grievance to the local grievance procedure.
 - vi. To refer a grievance it filed to final and binding arbitration.
 - vii. To mutually agree to voluntary mediation.
- b. The Crown shall have the following rights:
 - i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.
 - ii. To participate in any matter referred to arbitration.
 - iii. To participate in voluntary mediation.

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

- i. Refer the grievance to Voluntary Mediation or Expedited Mediation
- ii. Refer the grievance to Arbitration.

C4.14 Timelines

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

C4.15 Voluntary Mediation /Expedited Mediation

- a. The central parties may, on mutual agreement, request the assistance of a mediator.
- b. Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.
- c. Timelines shall be held in abeyance from the time of referral to mediation until the completion of the mediation process. The referral of a grievance to mediation is without prejudice to either parties' position on jurisdictional matters, including timeliness.
- d. The Parties agree to refer any mediation to agreed-upon mediator(s). In selecting a mediator, the parties shall have regard to reasonable availability, sector knowledge, and linguistic competence.
- e. Following ratification, the parties shall contact mediator(s) to establish three dates for mediation. Dates shall be scheduled in consultation with the parties. One of the expedited mediation sessions shall be conducted in French and two of the expedited mediation sessions shall be conducted in English every school year of the agreement unless agreed otherwise by the parties.
- f. It is understood that the resolution of any grievance under the mediation process shall be without prejudice and shall not be raised

or relied upon by either party or the Crown in any future proceeding, except for enforcement purposes.

- g. The parties may jointly set down up to 5 (five) grievances for each review.
- h. The mediator shall have the authority to assist the parties in a mediated resolution to the grievance.
- i. Each party shall prepare a mediation brief to assist the mediator, which shall include the following:
 - A short description of the grievance.
 - A statement of relevant facts.
 - A list of any relevant provisions of the collective agreement.
 - Any relevant documentation.
- j. The description of the grievance and the relevant facts shall not be typically longer than two pages.
- k. The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.
- l. The responding party shall provide their brief no later than five (5) days prior to the scheduled review.
- m. The Crown may provide a brief no later than two (2) days prior to the review.
- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

C4.16 Arbitration

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.

- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #8. Arbitrators on the list will be used in rotation, based on availability. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d. The Parties shall select an arbitrator from the list to subject to their availability to hear the matter within eighteen (18) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within eighteen (18) the parties shall appoint a mutually agreed to arbitrator who is available within eighteen (18) months.
- e. The central parties may refer multiple grievances to a single arbitrator.
- f. The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 BENEFITS

The parties have agreed to participate in the Provincial Benefit Trust set out in the CUPE Education Workers Benefit Trust Agreement and Declaration of Trust "CUPE EWB" 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 EWB, 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 _____ vvvv for my absence starting on the _____ dd _____ mm _____ vvvv Signature _____ Date _____	Dear Health Care Professional, please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible. <u>Please return the completed form to the attention of:</u>
---	---

Employee ID:		Telephone No:	
Employee Address:		Work Location:	
Health Care Professional: The following information should be completed by the Health Care Professional			
First Day of Absence:			
General Nature of Illness* (<i>please do not include diagnosis</i>):			
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. (<i>please complete all that is applicable</i>)			

PHYSICAL (if applicable)				
Walking: ☐ Full Abilities ☐ Up to 100 metres ☐ 100 - 200 metres ☐ Other (specify):	Standing: ☐ Full Abilities ☐ Up to 15 minutes ☐ 15 - 30 minutes ☐ Other (specify):	Sitting: ☐ Full Abilities ☐ Up to 30 minutes ☐ 30 minutes - 1 hour ☐ Other (specify):	Lifting from floor to waist: ☐ Full Abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (specify):	
Lifting from Waist to Shoulder: ☐ Full abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (specify):	Stair Climbing: ☐ Full abilities ☐ Up to 5 steps ☐ 6 - 12 steps ☐ Other (specify):	☐ Use of hand(s): Left Hand ☐ Gripping ☐ Pinching ☐ Other (specify): Right Hand ☐ Gripping ☐ Pinching ☐ Other (specify):		
☐ Bending/twisting repetitive movement of (please specify):	☐ 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:

Please identify the assessment tool(s) used to determine the above abilities (<i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>).	
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: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

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

more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. MEMBERSHIP

The Committee shall include nine (9) members - five (5) representatives from CUPE/SCFP and four (4) representatives from the CTA. Up to two (2) advisors from the Ministry of Education shall act in a resource capacity to the committee. Other persons may attend meetings in order to provide support and resources as mutually agreed. Up to one (1) representative from each of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

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

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING # 10

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives Committee

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

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leave

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

LETTER OF AGREEMENT # 13

BETWEEN

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

and

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

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

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

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

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

The task force will:

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

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

CUPE – PART B: LOCAL TERMS

between

THE SUDBURY CATHOLIC DISTRICT SCHOOL BOARD

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5569

**effective from September 1, 2022 to
August 31, 2026**

Local Terms

Table of Contents

ARTICLE 1- PREAMBLE	1
ARTICLE 2 – RECOGNITION AND REPRESENTATION	1
2.01- Bargaining Unit	1
2.02- Definitions	1
2.03- No Contracting Out	2
2.04- No Other Agreements	2
2.05- Employee Contact Information	2
2.06- Union Orientation Sessions	2
2.07- Right of Fair Representation	3
2.08- Bulletin Boards	3
2.09- Copies of the Agreement	3
2.10- No Solicitations	3
2.11- Singular and Days Definitions	3
2.12- Management Rights	3
2.13- No Harassment or Discrimination	4
2.14- Board Resources	4
ARTICLE 3 – UNION SECURITY	4
3.02- Union Dues and Remittance	4
3.03- T4-Slip	4
ARTICLE 4 – GRIEVANCE PROCEDURE	4
4.01- Definition	4
4.02- Time Limits	4
4.03- Settlement	4
4.04- Union and Employee Attendance	5
4.05- Complaint Procedure	5
4.06- Step One	5

Subject to errors and omissions

4.07- Step Two	5
4.08- Policy and Group Grievances.....	5
4.09- Mediation	6
ARTICLE 5 – ARBITRATION	6
ARTICLE 6 – NO STRIKES OR LOCKOUTS.....	7
ARTICLE 7 – DISCIPLINE AND DISCHARGE	7
7.01- Just Cause	7
7.02- Letters of Discipline	7
ARTICLE 8 – HEALTH AND SAFETY	7
ARTICLE 9 – SUPERVISION.....	7
ARTICLE 10 – LEAVE FOR UNION BUSINESS	8
ARTICLE 11 – LEAVE OF ABSENCE.....	8
11.01- Jury or Witness Duty.....	8
11.02- Quarantine.....	8
11.03- Special Leave of Absence - Unpaid Leave of Absence	8
11.04- Personal Leave Days	9
11.05- Pregnancy/Parental/Adoption Leave	10
11.06- Maternity Benefits – SEB Plan.....	10
11.07- Parental Leave	10
11.08- Bereavement Leave	10
11.09- X over Y Leave of Absence.....	11
11.10- Union Officer Leave	11
11.11- Exceptional Leave.....	11
11.12- Unpaid Leave of Absence-Short Term	11
ARTICLE 12 – SPECIFIED HOLIDAYS.....	12
ARTICLE 13 – LABOUR MANAGEMENT RELATIONS	12
ARTICLE 14 –PERSONNEL RECORDS.....	13
14.01- Access to File	13

Subject to errors and omissions

14.02- Sunset Clause	13
ARTICLE 15 – SENIORITY	13
15.01- Definition	13
15.02- Seniority Tiebreaker.....	13
15.03- Posting of Seniority Lists	13
15.04- Probationary Period	13
15.05- Casual/Long-Term Occasional Employees.....	14
15.06- Seniority While Outside Bargaining Unit	14
15.07- Loss of Seniority.....	14
15.08- Less Than a 12 Month Employee	14
ARTICLE 16 – Job Posting.....	14
16.01- Postings	14
16.02- EDUCATIONAL ASSISTANTS (EAs) AND DESIGNATED EARLY CHILDHOOD EDUCATORS(DECES)...	15
16.03- Long Term Assignment	15
ARTICLE 17 – LAYOFF AND RECALL.....	15
17.01- Notice of Layoff.....	15
17.02- Procedure.....	15
17.03- Recall	15
ARTICLE 18 – HOURS OF WORK AND PLANNING TIME.....	16
18.01- Hours of Work.....	16
18.02- Planning Time	16
ARTICLE 19 – OVERTIME.....	16
19.01- Lieu Time.....	16
19.02- Flextime	16
19.03- Overtime	16
ARTICLE 20 –VACATION.....	17
20.01- Definitions.....	17
20.02- Entitlements	17

Subject to errors and omissions

20.03- Scheduling.....	17
20.04- Vacation Table	18
ARTICLE 21 –EMPLOYEE BENEFITS.....	20
21.01- Ontario Municipal Employees Retirement System (OMERS) Pension Plan	20
21.02- Long Term Disability.....	20
ARTICLE 22 –PAYMENT OF WAGES/ALLOWANCES AND REIMBURSEMENTS	21
22.01- Pay Days	21
22.02- Compensation	21
22.03- Professional Fees	21
22.04- Conference Allowances/Professional Development.....	21
22.05- Transportation Reimbursement.....	21
ARTICLE 23 –SHARING OF STAFFING INFORMATION.....	21
ARTICLE 24 –SICK LEAVE	22
24.01- Definition	22
24.02- Retirement Gratuities.....	22
ARTICLE 25 –WSIB Top-Up	22
ARTICLE 26 –Casual Employee	22
ARTICLE 27 –Skills, Education, and Training Instructors	23
27.01- Hours of Work.....	23
27.02- Professional Development.....	23
27.03- Statutory Holidays and Vacation Pay.....	23
SCHEDULE A.....	24
Appendix 1: X Over Y Year Leave of Absence Plan	26

CUPE – PART B: LOCAL TERMS

ARTICLE 1 – PREAMBLE

The Sudbury Catholic District School Board and CUPE 5569 are committed to achieving excellence, ensuring equity, promoting the well-being of all staff and students, and enhancing public confidence in publicly funded Catholic education. Whereas it is the desire of both Parties to this Agreement:

- a. To maintain and improve the harmonious relations and conditions of employment between the Employer and the Union.
- b. To encourage efficiency in operation.
- c. To promote the morale, well-being and security of all the Employees in the Bargaining Unit of the Union.
- d. Both Parties agree to act in a fair and reasonable manner.

And whereas it is now desirable that methods of bargaining and matters pertaining to the working conditions of the Employees be drawn up in an Agreement;

ARTICLE 2 – RECOGNITION AND REPRESENTATION

2.01- Bargaining Unit

The Board recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all Employees employed at the Sudbury Catholic District School Board in the province of Ontario, save and except managers and persons above the rank of manager, teachers whether certified or uncertified or working with a Letter of Permission, Employees employed in the Board Senior Administration and Business and Financial Services offices, Human Resources Officers, HRIS Analyst, Senior Manager, Human Resources and Labour Relations, Senior Human Resources Officer, Human Resources Clerk, Human Resources Receptionist, Facilities Services Clerk, IT Support Technician, Programmer Analyst, Senior Program Analyst, Network Technician, Infrastructure Administrator, Infrastructure Technician, IMS Support, SMS Support, Computer Technician, Senior IT Support Technician, Lunchroom Supervisors, Clinical Coordinator and Employees covered by an existing Collective Agreement.

2.02- Definitions

- “Permanent Employees” means all Employees who are not casual Employees, or Employees working in long-term assignments as defined below.
- “Long Term Assignment” means twelve (12) days of continuous employment in the same assignment.
- “Casual Employees” means Employees who are qualified to perform the duties of permanent Employees and are not regularly scheduled to work.
- “CUPE Unqualified Casual Employees” means Employees who the Board may call when no qualified Employees are available, are not regularly scheduled to work, and do not possess the requisite qualifications, skills and abilities to perform CUPE Bargaining Unit work.

2.03- No Contracting Out

It is agreed that for the term of this Agreement, there shall be no restriction on contracting out by the Board of the work or service now performed by Employees herein represented provided; however, that Employees in the Bargaining Unit shall not be laid off, lose employment or suffer a reduction of their regular hours of work as a result of contracting out or as a result of persons outside the Bargaining Unit performing work of the Bargaining Unit.

The Board shall make every reasonable effort to contract work inside rather than contracting outside of the Bargaining Unit.

2.04- No Other Agreements

No Employee will be required or permitted to make any written or verbal agreement with the Board or their representatives, which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Board without proper authorization from the Union.

2.05- Employee Contact Information

The Employer shall provide the Union, semi-annually, with an electronic contact list in Excel of all Employees in the Bargaining Unit. The contact list will include:

- a. Home address
- b. Home phone number or cell number
- c. Where available a personal email address

The Employer will also provide the Union, semi-annually, with an Employee list containing the following information electronically in Excel, for all Employees in the Bargaining Unit:

- a. Work location
- b. Job title/classification
- c. Employment status: permanent, temporary, casual
- d. New hires
- e. Employees on leave

2.06- Union Orientation Sessions

- a. New Employees

All new Employees covered by this Collective Agreement shall, as a condition of employment, become members of the Union. The Board will provide an electronic copy of the Collective Agreement to each new Employee.

- b. Orientation Sessions

Where the Employer conducts staff orientation sessions, the Union will be provided a maximum of half (1/2) an hour during such session to make a presentation about membership in the Union. The Employer will leave the room during the Union presentation. The Union will provide the Employer with copies of materials used in such session and will not disparage the Employer during the presentation.

c. Notification of New Hires

The Union will be notified of the full name, job title/classification and employment status (e.g. full-time, part-time, temporary, casual), start date and work location of all Employees hired into the Bargaining Unit prior to their first day of employment.

2.07- Right of Fair Representation

Both the Board and the Union agree that the Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating on any matter with the Board.

2.08- Bulletin Boards

The Employer shall provide space on an existing bulletin board in each School Board facility where Employees are assigned for the posting of notices which may be of interest to CUPE Local 5569 members. The posting of such notices shall be subject to the approval of the School Principal and/or the Board.

2.09- Copies of the Agreement

The Board shall make available an electronic copy of this Agreement to each Employee and to each new Employee at the time of hiring.

The Board shall arrange to print fifteen (15) copies of the Collective Agreement.

2.10- No Solicitations

There shall be no solicitations of membership or any activity on any premises of the Board except as expressly permitted.

2.11- Singular and Days Definitions

- a. SINGULAR – The singular shall include the plural when the context so requires.
- b. DAYS – Unless explicitly stated to the contrary in an Article or clause, the term “days” or “working days” shall mean a day when Employees are expected to work, but excluding Saturday, Sunday and specified holidays recognized in this Agreement.

2.12- Management Rights

The Union acknowledges that it is the exclusive function of the Board to exercise the regular and customary function of the Board and to direct the working forces subject to the terms of this Agreement.

- i. Maintain order, discipline and efficiency;
- ii. hire, direct, classify, transfer, promote, layoff and to discharge, suspend, demote, or otherwise discipline Employees for just cause;
- iii. establish from time to time and enforce written rules and regulations governing the conduct of Employees; and
- iv. generally, to manage, maintain and operate its school system in accordance with the laws of the province of Ontario and the regulations made pursuant thereto.

2.13- No Harassment or Discrimination

There shall be no discrimination or intimidation by the Board or by the Union against any Employee in accordance with the *Ontario Human Rights Code*, nor by reason of membership or activity in the Union.

2.14- Board Resources

There shall be no use of Board resources (photocopy, inter office mail, work email addresses) to conduct Union business except as expressly permitted.

ARTICLE 3 – UNION SECURITY

3.01

It is agreed and understood by the Parties hereto that there shall be a compulsory check-off upon all Employees who come within the Bargaining Unit to which this Agreement applies, and it shall continue during the period of this contract.

3.02- Union Dues and Remittance

Deductions on all regular wages shall be made from each pay of each Employee during the currency of this and any subsequent agreements and shall be submitted to the CUPE National Secretary Treasurer of the Canadian Union of Public Employees no later than the 10th day of the month following the one in which they were deducted together with an electronic spreadsheet list of such Employees identifying their classification from whom deductions were made all hours worked by all Employees and shall list each full-time, part-time and casual Employee in a Union dues remittance form supplied by the Union. The Board shall deduct union dues according to the rate specified in a written schedule set out by the Union.

The Board shall supply the above information to the CUPE National Secretary Treasurer and Local Secretary Treasurer along with the total monthly earnings of all Employees in the Bargaining Unit.

3.03- T4-Slip

The Board will report the yearly number of dues paid by each Employee on the Employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.01- Definition

A grievance shall be defined as any differences arising out of interpretation, application, administration or alleged violation of this Agreement.

4.02- Time Limits

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

4.03- 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 grievance process, the Union may seek the assistance of the National Representative of CUPE when meeting with the Board.

4.04- Union and Employee Attendance

Union officers and Committee members will be entitled to leave their work during working hours in order to carry out their functions under this Agreement with prior permission of their Immediate Supervisor, including attendance at meetings with the Board, participation in negotiations and mediation/arbitration.

All time spent in performing such Union duties when attending mutually-agreed upon meetings with the Board will be considered as time worked.

4.05- Complaint Procedure

An Employee's complaint shall be taken up verbally by the Employee affected with their Principal or Direct Supervisor within ten (10) working days of the occurrence. Employees shall be accompanied by their Steward unless they do not wish a Steward present. In the case of a wage complaint the matter shall be taken up within ten (10) working days from the time the Employee receives their pay. The Principal or Direct Supervisor shall give an answer within ten (10) working days.

4.06- Step One

The Union shall submit the Employee's grievance, in writing, to the appropriate Superintendent of Education within ten (10) 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 ten (10) working days of receipt of the grievance, a meeting of the Grievor, the Union representatives and the Grievor's Superintendent of Education or Supervisor shall occur. An official written response will be given to the Union within ten (10) working days of the date of the meeting.

4.07- Step Two

If the response given at Step One is not satisfactory to the Union, the Union shall give notice to refer the grievance to the next step within ten (10) working days of the receipt of the response.

Within ten (10) working days of receipt of such notice a meeting with the Grievor, the Union representatives, and the Director of Education or designate shall occur.

The Director of Education or designate will make every effort to settle such grievance and will respond in writing to the Union within ten (10) working days of the Step Two meeting.

4.08- Policy and Group Grievances

For the purpose of this Agreement, a policy grievance shall be defined as a difference between the Parties 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 appropriate Superintendent of Education 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 Step Two 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 President. Within ten (10) 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 ten (10) working days of the Step Two meeting.

A group grievance, which is defined as an alleged violation of this agreement concerning multiple Employees, follows the same procedure as the policy grievance procedure.

4.09- Mediation

The Parties agree that once either Party has referred the grievance to arbitration a final meeting may be scheduled between the Parties with mutual agreement. The purpose of the meeting will be to determine if a mutually agreeable settlement of the issue can be achieved with the assistance of a Mediator agreed upon by the Parties. There will be no loss of straight time earnings for the Union representatives and the Grievor to attend the mediation. Mediation is not considered a Step of the grievance procedure. Each of the Parties to this agreement will jointly bear the expenses of the Mediator.

ARTICLE 5 – ARBITRATION

5.01

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 Arbitration at the written request of either the Union or the Board within twenty (20) working days of the reply under Step Two of the grievance procedure, or within twenty (20) working days of the mediation session.

5.02

When either Party requests that a grievance be submitted to Arbitration, the request shall be made in writing addressed to the other Party indicating three (3) names of proposed Arbitrators. Within five (5) working days of the request of either Party, the other Party shall answer, in writing, indicating the name of its choice or counter with three (3) other proposed Arbitrators.

5.03

Should the Parties fail to agree on a proposed sole Arbitrator within five (5) working days of the notification mentioned in Article 5.02 above, 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.

5.04

The decision of the Arbitrator shall be binding on both Parties.

5.05

The 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.

5.06

Each of the Parties to this Agreement will bear the expenses of the Arbitrator.

5.07

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.

ARTICLE 6 – NO STRIKES OR LOCKOUTS

6.01

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Board agrees that there will be no lockout, in accordance with provincial government laws and regulations.

ARTICLE 7 – DISCIPLINE AND DISCHARGE

7.01- Just Cause

- a. No Employee shall be discharged or disciplined without just cause.
- 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.
- d. If the Employee chooses not to have a Steward present, the Board will have the Employee confirm such request in writing with a copy to the Union; however, failure to do so shall not affect the validity of the suspension or discharge.

7.02- Letters of Discipline

The Board shall provide the Union President with a copy of all letters or notices of discipline or expectation when issued to Bargaining Unit Employees.

ARTICLE 8 – HEALTH AND SAFETY

Please see SCDSB Health and Safety Intranet Documents,
Board Policy BR125 "Employee Wellness Health and Safety",
Board APG# HS02 "Employee Safety", and
Board APG# HS08 "Health and Safety Responsibilities Policy Statement".

ARTICLE 9 – SUPERVISION

Principals will endeavor to assign supervision duties in a fair and equitable manner, responsive to the needs of the school. Reasonable efforts shall be made so that no employee will be required to supervise students during their unpaid lunch break.

ARTICLE 10 – LEAVE FOR UNION BUSINESS

- a. The Employer will facilitate daily absences, upon Board approval, for five (5) negotiation members during bargaining without pay and without loss of seniority.

The Board shall continue to invoice the Union and the Union shall reimburse the Board without delay. Every effort will be made to have negotiations during the day.

- b. The Employer will not make any wage deductions from the Union representative or the Grievor who have Employer permission to attend and participate, either in person or virtually, at the discretion of the Employer, in grievances or from Stewards and Committee members who have been invited by the Employer to attend joint meetings.
- c. Upon request of the Union, made at least two (2) weeks in advance, a leave of absence of seventy-five (75) days annually shall be granted to be shared amongst the Executive of the Union for the purpose of attending Union conventions or other union business. It is understood that the Union will not request leave of absences for more than four (4) Employees at one time and not more than one (1) Employee from any department.
- d. Upon approval of the appropriate Superintendent of Education, the Union may appoint alternates to elected delegates if circumstances prevent elected delegates from attending any Union convention or Union business.
- e. Where applicable, and when the Union officially makes a request for leave(s) of absence for Employee(s) and such leave(s) are approved by the Employer, the Employer shall continue to pay the salary of the Employee(s). The Employer shall invoice the appropriate salary cost to the Treasurer of the Union who shall pay the invoice within thirty (30) days of receipt.

ARTICLE 11 – LEAVE OF ABSENCE

11.01- Jury or Witness Duty

Every Employee is entitled to their salary, less jury duty pay, notwithstanding their absence from duty as a witness in any court or jury duty to which they have been summoned in any proceedings to which they are not a party or one of the persons charged.

11.02- Quarantine

- a. Every Employee is entitled to their salary notwithstanding their absence from duty in any case where, because of exposure and medical confirmation of a communicable disease, they are quarantined or otherwise prevented by the order of the Medical Health Authorities from attending upon their duties.
- b. Every Employee is required to provide written proof of the order of the Medical Health Authorities upon request of the Board.

11.03- Special Leave of Absence - Unpaid Leave of Absence

- a. The Board may grant a leave of absence without pay to an Employee for a period not to exceed twelve (12) consecutive months commencing September 1st of the current year.
- b. To qualify for this type of leave, an Employee must:
 - i. Have accumulated to their credit a minimum of seven (7) years of Board Service as of the date the request is made; any pregnancy/parental/adoption leave granted by the Board within the seven (7) year period of continuous employment will not be considered as a break in service.
 - ii. Submit a written request to the Director of Education or designate three (3) months prior to the beginning of the leave of absence.
- c. The purpose of the leave may be for travel, study, rest, or other personal reasons.
- d. Factors that will be considered in the approval process will include operational requirements, the Employee's Board Service, as well as the date and nature of their request.
- e. The Board will not grant a one (1) year leave of absence more than once to any Employee.
- f. Once a request is granted, the Employee will be obligated to take the leave of absence.
- g. An Employee returning from a one (1) year leave of absence will be entitled to their former position within the Board.
- h. In any one (1) year, the number of leaves granted by the Board shall not exceed one percent (1%) of the projected number of Employees for the duration of the leave.
- i. The Employee is responsible for paying the full cost of premiums for any benefit(s) they elect to maintain during the leave.
- j. Vacation accrual, additions to the sick bank, and statutory holidays are suspended for the duration of the leave.
- k. Board Service and experience for salary purposes shall not accumulate during the leave. Continuous Experience will continue to accumulate.

11.04- Personal Leave Days

It is recognized that Employees may have emergencies, business, or personal affairs that could not be foreseen or could not have been reasonably scheduled outside of work hours or during vacation periods.

The intent of a leave for personal reasons is to assist the Employees to attend to the above noted matters.

- a. When an Employee is required to be absent for personal reasons, they shall be granted up to two (2) complete days or four (4) half days per fiscal year taken individually, collectively, or in combination, without loss of pay, and without deduction from the Employee's bank of sick leave.
- b. Personal leave days shall not be taken the day immediately preceding and/or immediately following a holiday, or a vacation period, unless the leave is approved by the Director/designate.
- c. An Employee shall request personal leave from their Immediate Supervisor in advance of taking a personal leave.
- d. In the case of a part-time Employee, the amount of leave of absence for personal reasons allowed per fiscal year will be prorated to the percentage of the week worked.

This provision shall apply to Indigenous Permanent Employees who require time for the purpose of 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.

Indigenous Employees may access personal leave days for the purpose of:

- a. Voting in elections as indicated by a self-governing Indigenous authority where the Employee's working hours do not otherwise provide three (3) consecutive hours free from work; and
- b. Attendance at Indigenous cultural/ceremonial events.

11.05- Pregnancy/ Parental/ Adoption Leave

The provisions of such leave be consistent with the *Employment Standards Act*.

11.06- Pregnancy Benefits / SEB Plan

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

11.07- Parental Leave

One (1) day Parental Leave without deduction of salary and without deduction from sick leave credits shall be granted on the date of birth of the child or in the case of an adoption, on the day of arrival of the child.

11.08- Bereavement Leave

Each eligible Employee shall be allowed leave of absence without deduction of salary and without deduction from sick leave credits as follows provided notification is given to the Immediate Supervisor or designate.

- a. Up to a maximum of five (5) consecutive working days upon the death of a: spouse, brother, stepchild, grandparent, child, sister, stepparent, stepbrother, parent, guardian, grand-child, stepsister.
- b. Up to a maximum of three (3) consecutive working days upon the death of a: parent-in-law, brother-in-law, spouse's brother-in-law, son-in-law, sister-in-law, spouse's sister-in-law, daughter-in-law, grand-parent-in-law
- c. Up to a maximum of two (2) working days in any one (1) fiscal year, to be used separately or together, upon death of: an aunt, a spouse's aunt, an uncle, a spouse's uncle, any other family member not listed herein OR a close friend.
- d. For employees working on a ten (10)-month basis, it is understood that the leaves under (a), (b) and (c) above may not be taken if one (1) week or more of a school closure period remains at the time of death.
- e. One (1) additional day to attend the burial of a relative covered under paragraph (a) of this clause may be granted if the burial has not occurred because of winter conditions. An additional day or days without deduction of salary may be granted for special circumstances such as excessive travelling as approved by the Director of Education or designate.

11.09- X over Y Leave of Absence

Any Employee having three (3) years' seniority with the Board may apply to participate in the x over y leave of absence plan, in accordance with the eligibility and terms outlined in Appendix 1.

11.10- Union Officer Leave

At the request of CUPE, a member who is elected or appointed to a Union position for a minimum of a three (3)-week period shall be granted a full-time leave of absence, renewable upon request. The Board will pay the Employee's full salary and benefits and will allow full credit for seniority and sick leave for such leave. CUPE shall reimburse the Board the full cost of the salary and benefits of the Employee on such leave.

At the end of the Union officer leave, the Employee will return to the classification held prior to going on this leave if such position is still available.

11.11- Exceptional Leave

- a. Special time off without salary deductions for exceptional circumstances such as a serious illness in the immediate family for a period of up to three (3) days a year may be granted upon the approval of the Director of Education/designate.
- b. If required, two (2) additional days in a year may be granted upon exhaustion of current vacation and accumulated vacation.
- c. Days taken will not be subject to deductions from sick leave credits. Personal leave and overtime credits must be exhausted prior to requesting exceptional leave.
- d. Part-time employees' entitlement and usage shall be prorated to the employee's full-time equivalency.
- e. All requests shall be via the Leave Authorization Form which can be found on the intranet.

11.12- Unpaid Leave of Absence-Short Term

- a. All requests shall be in writing, via the Leave Authorization Form which can be found on the intranet. Decision-making factors include the nature of the leave request, frequency of requests, and the ability to maintain operational effectiveness.
- b. The Board shall maintain its share of premiums for all benefits for Employees who are on an approved unpaid leave of thirty (30) continuous calendar days or less, subject to the terms of the applicable plan(s). The Employee is responsible for paying the full cost of premiums for any benefit(s) they elect to maintain during a leave that exceeds thirty (30) continuous calendar days, subject to the terms of the applicable plan(s).
- c. Board Service and experience for salary purposes shall not accumulate during any such leave that exceeds thirty (30) continuous calendar days.

ARTICLE 12 – SPECIFIED HOLIDAYS

For the purposes of this Article the following shall be specified as holidays under this Agreement and “holiday” means:

New Year’s Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Employees working on a ten (10)-month basis will be entitled to the above statutory holidays in accordance with the *Employment Standards Act*.

The Board will be closed during the Christmas and New Year’s Day period. The schedule for this holiday period will be confirmed annually by the fall.

ARTICLE 13 – LABOUR MANAGEMENT RELATIONS

- a. A Labour Management Committee consisting of not more than four (4) representatives of the Board and not more than four (4) representatives of the Union. The Union and the Board may also bring a resource if agreed-to by both Parties. It shall be the duty of this committee to meet a minimum of three (3) times a year, if necessary.
- b. Any representative of the local Union Labour-Management Committee shall have the right to attend the regularly scheduled meetings without loss of remuneration.

- c. Each Party shall appoint a co-chair for the Labour/Management Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the committee may direct.

ARTICLE 14 –PERSONNEL RECORDS

14.01- Access to File

Upon request to the Board and at a time to be scheduled by the Board, an Employee will have the right to review their personnel file.

A copy of any disciplinary action, which is placed in the Employee's personnel file, will be given to the Employee and the Union.

14.02- Sunset Clause

The record of the suspension, disciplinary action, letter or reprimand or adverse report of an Employee shall be removed from the Employee's file after four (4) years following such suspension or disciplinary action, letters of reprimand or adverse report, if no misconduct occurs during that period of time and upon request to the Board.

ARTICLE 15 – SENIORITY

15.01- Definition

Seniority is defined as the length of continuous service with the Board across all classifications since the date of hire into a permanent position and shall include service with the Board prior to certification or recognition of the Union.

15.02- Seniority Tiebreaker

In the event that two (2) or more employees share the same seniority date, and there is a requirement for a tiebreaker, the seniority will be determined as follows:

By lot, drawn in the presence of the President of the Union and the Superintendent of Human Resources or their designate.

15.03- Posting of Seniority Lists

The Board will maintain a seniority list of permanent Employees showing each Employee's name, location, classification, FTE, and the date on which the Employee's seniority commenced. Information will be as of the date of print. The Board will revise the seniority list and provide copies of the revised list to the Union to post on bulletin boards by November 1st and May 30th of every year. An Employee objecting to their seniority date or days worked must do so in writing within thirty (30) days of the posting of the list. Should no objection be raised, this list shall be deemed accurate thirty (30) days after said postings.

15.04- Probationary Period

Newly hired Employees shall be considered to be on a probationary basis for a period of six (6) months while actively working from the date of hiring. Following notice to CUPE, an Employee's probationary period may be extended, when required. During the probationary period Employees shall be entitled to all rights and privileges of this agreement. The discharge of a probationary

Subject to errors and omissions

Employee shall be subject to the grievance arbitration procedure and the Parties agree that a lesser standard than just cause shall apply. After completion of the probationary period, seniority shall be effective from the original date of employment.

15.05- Casual/Long-Term Occasional Employees

Persons hired as casual long-term occasional Employees shall not acquire any seniority credit for such service, unless the casual/long-term occasional Employee applies for and acquires a permanent position. A copy of the casual seniority list which will include name, classification and hours accumulated per classification will be provided to the Union yearly.

15.06- Seniority While Outside Bargaining Unit

No Employee will be forced to take any position outside of the Bargaining Unit without their consent. An Employee may accept a temporary non-Union assignment of up to twelve (12) months without losing their seniority in the Bargaining Unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the Parties. Upon return to the Bargaining Unit, the Employee will be returned to their former position.

15.07- Loss of Seniority

An Employee shall only lose their seniority if they:

- a. terminate their employment for any reason; or
- b. are discharged, only for just cause, and not reinstated through the grievance or arbitration procedures; or
- c. are laid off for a period longer than twenty-four (24) consecutive months; or
- d. are retired from the Bargaining Unit and are in receipt of a pension; or
- e. are transferred to a position outside the bargaining unit for more than twelve (12) months.

15.08- Less Than 12 Month Employee

All Employees who regularly work less than the full year, such as school administrative assistants, educational assistants, etc., shall be considered as working a full year for the purpose of this Article.

ARTICLE 16 – Job Posting

16.01- Postings

If the Board determines to fill a vacancy:

- a. Newly created permanent positions and permanent vacancies will be posted.
- b. Interested Employees will have three (3) business days in which to apply to postings.
- c. The Board may place casual Employees in vacant or newly created positions pending the awarding of the vacant position under the provisions of this Article.
- d. The Principal has the flexibility to adjust assignments within the school based on student enrolment and school needs.
- e. Where there are two (2) or more vacancies within the same classification, the Board may schedule a job fair to expedite the process to fill the initial permanent vacancies and all resulting vacancies. The job fair will outline the position and may include the tentative school location where possible and with no guarantees. Such postings will be filled with a permanent staff member.

16.02- Educational Assistants (EAs) and Designated Early Childhood Educators (DECEs)

In addition to Article 16.01:

- a. Permanent positions that become available before August 15th will be posted on the Board's website with an effective first day of the school year. Such postings will be filled with a permanent staff member.
- b. Any subsequent vacancy or newly created permanent position from August 15th onwards may be staffed temporarily for the upcoming school year. Any such position will first be offered to casual Employees for the remainder of the school year.

16.03- Long Term Assignment

- a. Long Term Assignments will be posted by the Board after twelve (12) days of a temporary vacancy.
- b. Principals will select the successful candidate from the list of qualified applicants. This process may include an interview.

ARTICLE 17 – LAYOFF AND RECALL

17.01- Notice of Layoff

In the event of a proposed layoff of a permanent or long-term nature, or the elimination of a position within the Bargaining Unit, the Employer:

- a. When possible, provide the Union with two (2) weeks' notice of the proposed layoff or elimination of the position; and
- b. When possible, provide to the affected Employee(s), if any, at least two (2) weeks' written notice, or the appropriate notice as per the *Employment Standards Act*.

17.02- Procedure

In the event of layoff, Employees in a position shall be laid off in the reverse order of their seniority within their classification.

17.03- Recall

- a. No new Employee shall be hired for any position within the Bargaining Unit until those laid off from the classification, qualified for the vacancy, and still having seniority, have been given an opportunity of recall.
- b. An Employee shall have the right of recall, by order of seniority, from a layoff to an available opening, provided they are qualified and able to perform the work. An Employee may decline a recall into an available opening which is less than the full-time equivalent held at the time of layoff without losing their recall rights for subsequent available openings. Should an Employee decline an available opening of the same equivalency, the right to remain on the recall list shall expire at the end of that school year.
- c. The Board shall make a reasonable effort to notify the person of recall opportunity by verbal contact and email, if available. It is the Employee's responsibility to ensure contact information is accurate and up to date.

If unsuccessful in reaching the laid off Employee, the Board shall notify the Union President who will make a reasonable effort to contact the Employee, and to allow the Employee to accept or reject the position, within a timeframe not to exceed twenty-four (24) hours.

- d. Laid off persons will remain on the recall list for a period of two (2) years, unless the person having been laid off fails to notify the Board of their intention to return to work within seven (7) working days following receipt of the registered notice of recall sent to their last recorded address with the Board; or having provided such notification, fails to return to work.

ARTICLE 18 – HOURS OF WORK AND PLANNING TIME

18.01- Hours of Work

Except as otherwise stated in this Agreement, the normal hours of work for full-time Employees shall be thirty-five (35) hours per week made up of five (5) days of seven (7) hour days, with a mandatory thirty (30) minutes unpaid lunch, and one (1) paid break of fifteen (15) minutes Monday to Friday. Start and end times of shifts are to be determined by the Board between the hours of 7:00 am to 4:30 pm and there shall be no split shifts.

18.02- Planning Time

RECEs will have one hundred and fifty (150) minutes of planning time per week which shall all take place outside the instructional day.

ARTICLE 19 – OVERTIME

19.01- Lieu Time

It is recognized that there are special occasions such as attendance at Board meetings, Board requirements, Board training, etc. when staff are called upon to work outside of their required hours. On such occasions, with prior supervisor's approval, the employee will either flex their hours of work in that particular day or will bank any additional hours worked at straight time. Any banked hours must be taken at a mutually agreed upon time either within the same pay period as the hours worked, or within the subsequent pay period (exceptional circumstances may be considered). There is no carryover provision for Lieu Time and operational requirements must be maintained at all times.

19.02- Flextime

Subject to the supervisor's approval, occasional flexing of work hours within the same pay period will be permitted. Flextime must be mutually agreed upon. It is understood that employees must maintain a minimum of a half (1/2) hour unpaid lunch period daily.

19.03- Overtime

- a. In extra-ordinary circumstances, employees may be requested to work overtime. Overtime is defined as all time worked in excess of thirty-five (35) hours per week and will be remunerated at the rate of time and one half (1/2) or be granted time-off based upon one and one-half (1 1/2) hours for each hour of overtime worked.
- b. Banked overtime must be taken off in the same fiscal year in which it was earned. Special consideration will be given to overtime banked in the last two (2) weeks of the fiscal year.

- c. It is understood that the Employee's overtime bank will never exceed five (5) days at any given time. Taking of banked time is subject to organizational requirements and supervisory approval.
- d. For Employees hired in a permanent position within this group prior to April 1, 2009: An Employee will be compensated at the rate of double time or be granted time-off based upon two (2) hours off for each hour of overtime worked during a weekend or holiday, when required to work overtime on a weekend or holiday.
- e. Working overtime must be pre-approved by the Director of Education.

ARTICLE 20 –VACATION

20.01- Definitions

10-Month Employees: Employees working on a 10-month basis will be paid vacation on every pay according to the vacation table for 10-month employees.

12-Month Employees: Employees working on a 12-month basis will be able to carry over a maximum of ten (10) days unused vacation credits, with the approval of the appropriate Supervisory Officer. In exceptional or unusual circumstances that an Employee or the Employer request the Employee to carry forward more than ten (10) days, this may be granted with the approval of the Director of Education.

20.02- Entitlements

- a. Employees shall be entitled to vacation with pay for all vacation credits, it being understood that:
 - i. All vacation days are subject to the prior approval of the Immediate Supervisor, and
 - ii. Vacation may only be taken after carried over vacation credits have been used up.
- b. An Employee leaving the service of the Board at any time during the year shall be entitled to vacation with pay prorated in accordance with the provisions of this Article.

20.03- Scheduling

Vacation should be taken during the summer months of July and August and school closures (example: Christmas, March Break, etc.). In arranging vacation schedules, operational requirements will be prioritized.

20.04- Vacation Table

For School Administrative Assistant, Attendance Counsellor, Child and Youth Worker, Communicative Disorders Assistant (CDA), Communication Officer, Designated Early Childhood Educator (DECE), Educational Assistant (EA), Indigenous Support Worker, Library Technician, Office Lead, Special Needs Support Worker, Clerk-St. Albert hired before May 1, 2023.

AS OF AUGUST 31*	10 MONTHS	12 MONTHS
Years of Service Annual Vacation		
Less than one (1) year	6.4%	1.33 days/month
One (1) year	6.4%	16 days
Two (2) years	6.8%	17 days
Three (3) years	7.2%	18 days
Four (4) years	7.2%	18 days
Five (5) years	7.2%	18 days
Six (6) years	7.2%	18 days
Seven (7) years	7.6%	19 days
Eight (8) years	8.0%	20 days
Nine (9) years	8.4%	21 days
Ten (10) years	8.8%	22 days
Eleven (11) years	9.2%	23 days
Twelve (12) years	9.6%	24 days
Thirteen (13) years	10.0%	25 days
Fourteen (14) years	10.4%	26 days
Fifteen (15) years	10.8%	27 days
Sixteen (16) years	11.2%	28 days
Seventeen (17) years	11.6%	29 days
Eighteen (18)	11.6%	29 days
Nineteen (19) years	12.0%	30 days
Twenty (20) years	12.0%	30 days
Twenty-one (21) years	12.4%	31 days
Twenty-two (22) years	12.4%	31 days
Twenty-three (23) years	12.8%	32 days
Twenty-four (24) years	12.8%	32 days
Twenty-five (25) years or more	13.2%	33 days

Subject to errors and omissions

For Chaplaincy Lead/ Faith Animator, Psychometrist, Social Worker/ Psychotherapist, Speech and Language Pathologist, Indigenous Graduation Coach hired before May 1, 2023.

AS OF AUGUST 31ST	10 MONTHS	12 MONTHS
Less than one (1) year	6.4%	1.33 days/month
One (1) year	6.4%	16 days
Two (2) years	6.8%	17 days
Three (3) years	7.2%	18 days
Four (4) years	7.6%	19 days
Five (5) years	8.0%	20 days
Six (6) years	8.4%	21 days
Seven (7) years	8.8%	22 days
Eight (8) years	9.2%	23 days
Nine (9) years	9.6%	24 days
Ten (10) years	10.0%	25 days
Eleven (11) years	10.4%	26 days
Twelve (12) years	10.8%	27 days
Thirteen (13) years	11.2%	28 days
Fourteen (14) years	11.6%	29 days
Fifteen (15) years	12.0%	30 days
Sixteen (16) years	12.0%	30 days
Seventeen (17) years	12.4%	31 days
Eighteen (18) years	12.4%	31 days
Nineteen (19) years	12.8%	32 days
Twenty (20) years	12.8%	32 days
Twenty-one (21) years	13.2%	33 days
Twenty-two (22) years	13.2%	33 days
Twenty-three (23) years	13.6%	34 days
Twenty-four (24) years	13.6%	34 days
Twenty-five (25) years or more	14.0%	35 days

For all employees hired on or after May 1, 2023
Years of Service Annual Vacation.

AS OF AUGUST 31ST	10 MONTHS	12 MONTHS
Less than one (1) year	6.4%	1.33 days/month
One (1) year	6.4%	16 days
Two (2) years	6.8%	17 days
Three (3) years	7.2%	18 days
Four (4) years	7.2%	18 days
Five (5) years	7.2%	18 days
Six (6) years	7.2%	18 days
Seven (7) years	7.6%	19 days
Eight (8) years	8.0%	20 days
Nine (9) years	8.4%	21 days
Ten (10) years	8.8%	22 days
Eleven (11) years	9.2%	23 days
Twelve (12) years	9.6%	24 days
Thirteen (13) years	10.0%	25 days
Fourteen (14) years	10.4%	26 days
Fifteen (15) years	10.8%	27 days
Sixteen (16) years	11.2%	28 days
Seventeen (17) years	11.2%	28 days
Eighteen (18)	11.6%	29 days
Nineteen (19) years	11.6%	29 days
Twenty (20) years or more	12.0%	30 days

ARTICLE 21 –EMPLOYEE BENEFITS

21.01- Ontario Municipal Employees Retirement System (OMERS) Pension Plan

Refer to Part A C5.00

- a. Full-time employees must participate in OMERS, if eligible, in accordance with the terms of the Plan.
- b. Non-full-time employees who are eligible to participate in OMERS must be given the option to do so, in accordance with the terms of the Plan.

21.02- Long-Term Disability

The Board shall administer a Long-Term Disability (LTD) Plan for all employees, the cost of which shall be paid entirely by the employees.

ARTICLE 22 –PAYMENT OF WAGES/ALLOWANCES AND REIMBURSEMENTS

22.01- Pay Days

For permanent Employees, the Board shall pay salaries and wages bi-weekly.

For casual Employees, the Board shall post, on the Board's Employee intranet, the Payroll Summary at the beginning of each school year.

On each pay day, each Employee shall be provided with an itemized statement of their wages and deductions.

The Board may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order, the Employee, or by this agreement.

22.02- Compensation

a. An external hire newly employed at the Board will be placed at step 1 of the salary level of the position unless they have previous related or relevant experience. The Director of Education will review any discrepancies and has sole accountability to approve or deny same. Such exceptions, if any, are applicable only to permanent full-time positions for new external hires.

b. An Employee will move to the next step of the salary level on the anniversary date of their position.

22.03- Professional Fees

The Board shall continue to reimburse only those permanent paraprofessionals who are currently in receipt of reimbursement for professional fees, at the amount currently being reimbursed by the Board (to a maximum of \$600).

22.04- Conference Allowance/Professional Development

Subject to Board pre-approval, participation of Employees in professional development, conventions, conferences, workshops, seminars and meetings and reimbursement of related expenses shall be in accordance with Board APG# CS30 Travel, Meal and Hospitality Expenses.

22.05- Transportation Reimbursement

Upon direction of the Board, Employees who are required to provide their own transportation in the execution of their duties will be reimbursed in accordance with APG# CS30 Travel, Meal and Hospitality Expenses.

ARTICLE 23 –SHARING OF STAFFING INFORMATION

The President of the Local Bargaining Unit and the Superintendent of Education or designate will meet no later than October 31st of each school year to share and discuss Full Day Kindergarten class size and DECEs assignments. During this meeting, the Board will provide a copy of the Full Day Kindergarten classes report to the Union.

ARTICLE 24 –SICK LEAVE

24.01- Definition

Sick leave terms and conditions are defined in Article C6.00 of Part A of this Collective Agreement.

24.02- Retirement Gratuities

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

ARTICLE 25 –WSIB Top-Up

An Employee who is injured in the course of their duties and has had their claim approved by WSIB will receive from the Board their regular gross salary for a maximum of four (4) years and six (6) months.

It is understood that the Board will maintain its share of benefit premiums, subject to the terms of the applicable benefits plan.

ARTICLE 26 –Casual Employee

- a. A Casual Employee is an Employee who is not regularly scheduled to work and possesses the requisite qualifications to perform CUPE bargaining unit work.
- b. Casual Employees are called to work at the sole discretion of the Sudbury Catholic District School Board, on an as required basis, which is exclusively determined by the Board.
- c. The Board reserves the right to hire, direct, transfer and to discharge any Casual Employee. The Board reserves the right to discharge any Casual Employee who has not worked more than one hundred (100) days in the school year.
- d. The following Articles of the Collective Agreement apply to Casual Employees:
 - Preamble
 - Union Recognition
 - Management Rights
 - Grievance Procedure
 - Union Security
 - No Strikes or Lockouts

A Casual Employee's length of service with the Board will be considered as one factor when hiring as a permanent Employee.

ARTICLE 27 –Skills, Education, and Training Instructors

All provisions of the Collective Agreement shall apply save and except the following special provisions.

27.01- Hours of Work

The hours of work will be Monday to Friday, twenty-five (25) to thirty-five (35) hours per week. Lunch periods time and length are as determined by the Principal or designate and will be a minimum of one half (1/2) hour in length; lunches are unpaid time. These positions follow the school year calendar. Staff will work on Professional Activity (PA) days unless directed otherwise. Employees are not required to work overtime.

All absences shall be reported in accordance with the Board's APG# HR08- Sick Leave/ Short Term Leave and Disability Plan (STLDP) and includes advising the Principal or designate.

27.02- Professional Development

Other days of significance in maintaining the uniqueness of the literacy program shall be considered as professional development days as long as they occur during normal working hours during the work week.

27.03- Statutory Holidays and Vacation Pay

Employees will be entitled to statutory holidays and vacation pay in accordance with the *Employment Standards Act*.

The following provisions of the Collective Agreement shall not apply to Skills, Education and Training Instructors:

- Special Leave of Absence

- Personal leave Days

- Exceptional Leave

Subject to errors and omissions

SCHEDULE A

Library Technicians

Level 1 - Hourly

Grid Step	Aug 30, 2024	Sept 1, 2025
1	\$28.33	\$29.33
2	\$29.89	\$30.89
3	\$31.49	\$32.49
4	\$33.06	\$34.06
5	\$34.65	\$35.65

Designated Early Childhood Educators, Educational Assistants, School Administrative Assistants, Office Lead, Indigenous Support Worker, Child and Youth Worker, Clerk- St. Albert Adult Learning Center

Level 2 - Hourly

Grid Step	Aug 30, 2024	Sept 1, 2025
1	\$32.60	\$33.60
2	\$34.44	\$35.44
3	\$36.28	\$37.28
4	\$38.11	\$39.11
5	\$39.99	\$40.99

Special Needs Support Worker, Attendance Counsellors, Communication Disorder Assistant

Level 3 - Hourly

Grid step	Aug 30, 2024	Sept 1, 2025
1	\$36.83	\$37.83
2	\$38.96	\$39.96
3	\$41.07	\$42.07
4	\$43.17	\$44.17
5	\$45.28	\$46.28

Subject to errors and omissions

Chaplaincy Leads/Faith Animators

Level 4 – Hourly

Grid Step	Aug 30, 2024	Sept 1, 2025
1	\$41.09	\$42.09
2	\$43.47	\$44.47
3	\$45.84	\$46.84
4	\$48.22	\$49.22
5	\$50.61	\$51.61

Indigenous Graduation Coach

Level 4 – Annual

Grid Step	Aug 30, 2024	Sept 1, 2025
1	\$74,756	\$76,576
2	\$79,088	\$80,908
3	\$83,420	\$85,240
4	\$87,751	\$89,571
5	\$92,086	\$93,906

Social Workers/Psychotherapists

Level 5

Grid Step	Aug 30, 2024	Sept 1, 2025
1	\$45.33	\$46.33
2	\$47.98	\$48.98
3	\$50.63	\$51.63
4	\$53.27	\$54.27
5	\$55.92	\$56.92

Speech and Language Pathologist

Level 6 – Annual

Grid Step	Aug 30, 2024	Sept 1, 2025
1	\$91,372	\$93,192
2	\$96,731	\$98,551
3	\$102,091	\$103,911
4	\$107,477	\$109,297
5	\$112,834	\$114,654

Subject to errors and omissions

**Continuing Education, including Skills, Education and Training Instructors
Hourly**

Grid Step	Aug 30, 2024	Sept 1, 2025
1 —OCT qualified	\$49.99	\$50.99
2 —non-OCT	\$34.82	\$35.82

**Day to day Occasional Educational Assistants, Occasional Designated Early Childhood Educators, School
Administrative Assistants
Hourly**

Grid Step	Aug 30, 2024	Sept 1, 2025
2	\$32.60	\$33.60

Appendix 1: X Over Y Year Leave of Absence Plan

(1) Description:

The X Years over Y Plan has been developed to afford Employees the opportunity of taking a one (1) year leave of absence with pay by spreading X years' salary payments over a Y year period to a maximum of four (4) years over five (5).

(2) Eligibility:

Any Employee having three (3) years' seniority with the Board may apply to participate in the plan.

(3) Application:

a) An Employee must make written application to the Director of Education or designate on or before February 28th, requesting permission to participate in the plan.

b) Written acceptance or denial of the Employee's request, with explanation, will be forwarded to the Employee by May 25th in the school year the original request is made.

c) If applications permit, the Board will accept a maximum of one percent (1%) of their present CUPE Local 5569 staff as of September 1st of the current school year. Leaves will be granted on the basis of seniority.

(4) Payment Formula:

- a) During the first X years of the plan the Board will deduct from each pay, $Y - X / Y$ % of the Employee's gross salary for that pay period.
- b) The sums deducted in accordance with (a) above shall be placed in an account and bank of the Employee's choice, such account to be in the Board's name identified to the individual Employee's name.
- c) During the Y year of the plan, the Employee shall be granted a leave of absence. While on leave, the Employee will be paid monies accumulated as of the commencement date of the leave in the account described in (b) above in accordance with the payment formula in Article 11.09 and all additional sums generated by the said account will be paid on the last instalment date.
- d) The Board agrees that during any or all the Y years the individual Employee is participating in the plan, Employee benefits shall be maintained in accordance with Article 25 of the Collective Agreement.
- e) The Employee shall continue to receive sick leave/STLDP days in accordance with Part A, Central Terms, of this Collective Agreement during each of the first X years of the plan.

(5) Position on Completion of the Leave:

- a) On return from leave, an Employee will be assigned to a position comparable to that they held prior to the commencement of the leave. If due to declining or changing enrolment patterns or phasing out of a particular program, the Employee's position no longer exists, their return will be governed by the appropriate terms of this agreement.

Subject to errors and omissions

- b) Experience will not accumulate during the year spent on leave.
- c) No one will be granted a leave under this plan who has been on a sabbatical leave and has not fulfilled all of the requirements of their previous leave.
- d) Employees declared redundant while in the first, second or third year of the plan will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned in the account described in Article 11.09. Repayment shall be made within sixty (60) days of the withdrawal from the plan.
- e) Pension Plan deductions are to be continued as provided by the Plan, which is that the percentage rate stipulated in the Act of the salary paid to the Employee during the leave of absence is to be deducted, and upon returning to full duties, the Employee is to have the option of contributing the difference between the amount of Pension Plan contributions deducted and the amount that would have been deducted had the Employee remained on staff and drawn full salary.
- f) An Employee may withdraw from the Plan any time prior to February 28th in the year the leave is to commence. Upon withdrawal, any monies plus interest accumulated in the account described in Article 11.09 will be repaid to the Employee within sixty (60) days of notification of their desire to leave the Plan.
- g) In the event that a suitable replacement cannot be found for the Employee who has been granted a leave, the Board may defer the leave for one (1) year by so advising the Employee prior to April 1st. In this instance, an Employee may choose to remain in the plan or may withdraw and receive any monies and interest accumulated in the account, described in Article 11.09 to the date of withdrawal. In the latter case payment shall be made within sixty (60) days of the withdrawal.

Should a deferral result in a leave being taken past the fifth year of the plan, any monies accumulated by the terminal date of the plan, will continue to accumulate interest until the leave is granted.

- h) Should an Employee die while participating in the plan, any monies accumulated in the saving account mentioned in Article 11.09 at the time of death, will be paid to the Employee's executor or administrator.
- i) All Employees wishing to participate in the plan shall be required to sign the necessary form(s) supplied by the Board before final approval for participation is granted.

Subject to errors and omissions

Signed at Sudbury, Ontario, this 4th day of September 2026.

For the Union

For the Employer


Corry Allair (2026-09-04 10:48:24 EDT)


Morris Hucal


Robert Peppin (2026-09-04 11:38:20 EDT)


Michael Bellmore (2026-09-14 09:53:24 EDT)


Michael Gagnard (2026-09-04 11:40:53 EDT)

SB/lccope491