



COLLECTIVE AGREEMENT

BETWEEN

THE HALTON CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3166.00



SEPTEMBER 1, 2022 to AUGUST 31, 2026

This Collective Agreement shall consist of two (2) parts.
Part "A" consists of provisions respecting Central Issues.
Part "B" consists of provisions respecting Local Issues, and certain Central Issues.

Part A: Central Terms

TABLE OF CONTENTS

CUPE – 2022 Part A: Central Terms

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT	3
C1.1 <i>Separate Central and Local Terms</i>	3
C1.2 <i>Implementation</i>	3
C1.3 <i>Parties.....</i>	3
C1.4 <i>Single Collective Agreement</i>	3
C2.00 DEFINITIONS	3
C3.00 LENGTH OF TERM/NOTICE TO BARGAIN	4
C3.1 <i>Term of Agreement.....</i>	4
C3.2 <i>Term of Letters of Agreement/Understanding</i>	4
C3.3 <i>Amendment of Terms</i>	4
C3.4 <i>Notice to Bargain.....</i>	4
C4.00 CENTRAL DISPUTE RESOLUTION PROCESS.....	4
C4.1 <i>STATEMENT OF PURPOSE</i>	5
C4.2 <i>Parties to the Process</i>	5
C4.3 <i>Meetings of the Committee</i>	5
C4.4 <i>Selection of Representatives.....</i>	5
C4.5 <i>Mandate of the Committee</i>	5
C4.6 <i>Role of the Central Parties and Crown.....</i>	6
C4.7 <i>Referral of Disputes</i>	6
C4.8 <i>Carriage Rights</i>	7
C4.9 <i>Responsibility to Communicate</i>	7
C4.10 <i>Language of Proceedings.....</i>	7
C4.11 <i>Definition of Dispute</i>	7
C4.12 <i>Notice of Disputes.....</i>	7
C4.13 <i>Referral to the Committee</i>	8
C4.14 <i>Timelines.....</i>	8
C4.15 <i>Voluntary Mediation /Expedited Meditation.....</i>	9
C4.16 <i>Arbitration</i>	10
C5.00 BENEFITS	10
C5.1 <i>Eligibility and Coverage</i>	11
C5.2 <i>Funding</i>	11
C5.3 <i>Cost Sharing.....</i>	11
C5.4 <i>Full-Time Equivalent (FTE) and Employer Contributions.....</i>	11
C5.5 <i>Payment in Lieu of Benefits</i>	12
C5.6 <i>Benefits Committee</i>	12
C5.7 <i>Privacy</i>	12
C6.00 SICK LEAVE	12
C6.1 <i>Sick Leave/Short Term Leave and Disability Plan.....</i>	12
<i>Definitions:.....</i>	12
C7.00 CENTRAL LABOUR RELATIONS COMMITTEE	18
C7.1 <i>Preamble.....</i>	18
C7.2 <i>Membership.....</i>	18
C7.3 <i>Co-Chair Selection.....</i>	18
C7.4 <i>Meetings.....</i>	18
C7.5 <i>Agenda and Minutes.....</i>	19
C7.6 <i>Without Prejudice or Precedent.....</i>	19
C7.7 <i>Cost of Labour Relations Meetings.....</i>	19
C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES	19
C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS.....	19
C10.00 CASUAL SENIORITY EMPLOYEE LIST	19
C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING	19
C12.00 STATUTORY LEAVES OF ABSENCE/SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB)	20

C12.1 Family Medical Leave or Critical Illness Leave 20

C13.00 MERGER, AMALGAMATION OR INTEGRATION 21

C14.00 SPECIALIZED JOB CLASSES 21

C15.00 PROFESSIONAL ACTIVITY DAYS..... 21

APPENDIX A 22

APPENDIX B 23

Sick Leave Credit-Based Retirement Gratuities (where applicable)..... 23

Other Retirement Gratuities 23

APPENDIX C - MEDICAL CERTIFICATE 24

LETTER OF UNDERSTANDING #1 31

Re: Status Quo Central Items..... 31

LETTER OF UNDERSTANDING #2 32

Re: Status Quo Central Items and Items Requiring Amendment and Incorporation 32

LETTER OF UNDERSTANDING #3 35

Re: Job Security: Protected Complement..... 35

LETTER OF UNDERSTANDING #4 37

Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference 37

 III. MEMBERSHIP..... 37

LETTER OF UNDERSTANDING #5 39

Re: Sick Leave..... 39

LETTER OF UNDERSTANDING #6 40

Re: Central Labour Relations Committee..... 40

LETTER OF UNDERSTANDING #7 41

RE: List of Arbitrators..... 41

LETTER OF UNDERSTANDING #8 42

Re: Children’s Mental Health, Special Needs, and Other Initiatives 42

LETTER OF UNDERSTANDING #9 43

Re: Provincial Working Group – Health and Safety 43

LETTER OF UNDERSTANDING # 10..... 44

RE: Ministry Initiatives Committee 44

LETTER OF UNDERSTANDING #11 45

RE: BEREAVEMENT LEAVE..... 45

LETTER OF UNDERSTANDING #12 47

RE: SHORT TERM PAID LEAVE..... 47

LETTER OF AGREEMENT # 13..... 48

 RE: LEARNING AND SERVICES CONTINUITY AND ABSENTEEISM TASK FORCE 48

APPENDIX I CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

a. Dispute Resolution

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

b. Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

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

b. The Crown shall have the following rights:

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation /Expedited Meditation

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

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

C4.16 Arbitration

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

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

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

C5.3 Cost Sharing

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

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

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

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

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

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

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

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

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

C15.00 PROFESSIONAL ACTIVITY DAYS

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

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

APPENDIX A

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

<p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>_____ dd _____ mm _____ yyyy</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ yyyy</p> <p>Signature _____ Date _____</p>	<p>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.</p> <p><u>Please return the completed form to the attention of:</u></p>
---	---

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* (*please do not include diagnosis*):

Date of Assessment:
dd mm yyyy

No limitations and/or restrictions

Return to work date: dd mm yyyy

For limitations and restrictions, please complete Part 2.

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

PART 2 – Physical and/or Cognitive Abilities

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

PHYSICAL (if applicable)				
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other <i>(specify):</i>	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other <i>(specify):</i>	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other <i>(specify):</i>	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other <i>(specify):</i>	
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other <i>(specify):</i>	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other <i>(specify):</i>	<input type="checkbox"/> Use of hand(s): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other <i>(specify):</i> Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other <i>(specify):</i>		
<input type="checkbox"/> Bending/twisting repetitive movement of <i>(please specify):</i>	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <hr/> Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <input type="checkbox"/> Yes <input type="checkbox"/> No
COGNITIVE (if applicable)				

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

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

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

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

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

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

Have you discussed return to work with your patient?

- Yes No

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

- Regular full time hours Modified hours
 Graduated hours

Start Date: **dd mm yyyy**

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

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

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

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. MEMBERSHIP

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

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

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

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING # 10

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives Committee

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

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leave

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

LETTER OF AGREEMENT # 13

BETWEEN

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

and

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

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

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

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

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

The task force will:

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

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

Part B: Local Terms

Contents

PREAMBLE.....	53
ARTICLE 1 - Purpose	54
ARTICLE 2 - Recognition	54
ARTICLE 3 - Deduction of Dues	54
ARTICLE 4 - Access to Records (Personnel Files).....	55
ARTICLE 5 - No Discrimination	56
ARTICLE 6 - Management Rights.....	56
ARTICLE 7 - Union Representation.....	56
ARTICLE 8 – Seniority	58
ARTICLE 9 - Job Vacancies	61
ARTICLE 10 - Layoff and Recalls	63
ARTICLE 11 -Grievance Procedure	65
STEP 1.....	65
STEP 2.....	66
STEP 3.....	66
STEP 4.....	66
ARTICLE 12 - Arbitration	67
ARTICLE 13 - Discharge or Discipline Causes	68
ARTICLE 14 - No Strikes or Lockouts	69
ARTICLE 15 – Leaves of Absence / Miscellaneous Leaves	69
ARTICLE 16 - Sick Leave and Death Benefit	75
ARTICLE 17 - Safety and Health.....	75
ARTICLE 18 - Vacations	76
ARTICLE 19 - Paid Holidays.....	77
ARTICLE 20 - Employee Benefits	78
ARTICLE 21 - Hours of Work.....	79
ARTICLE 22 - Overtime	79
ARTICLE 23 - Transfers	80
ARTICLE 24 - Wage Schedule	80
ARTICLE 25 - Definitions.....	81
ARTICLE 26 - Term of Agreement	81
ARTICLE 27 – Supervision.....	82
“APPENDIX A”- Salary Schedule -	83
Certificate Allowance	91
APPENDIX “B”: MANAGED HEALTH CARE.....	92
LETTER OF INTENT: Violence.....	93
LETTER OF UNDERSTANDING: Selection Competition Process	93
LETTER OF UNDERSTANDING: Professional Development.....	93
LETTER OF UNDERSTANDING: Volunteers.....	93
LETTER OF UNDERSTANDING: Training – New Equipment and/or Procedures	93
LETTER OF UNDERSTANDING: Staffing	94
LETTER OF UNDERSTANDING: Job Descriptions	94

LETTER OF UNDERSTANDING: Staff Reductions	94
LETTER OF INFORMATION: OMERS	94
LETTER OF UNDERSTANDING: Job Evaluation/Pay Equity Compliance.....	95
LETTER OF UNDERSTANDING: School Closures / Consolidations.....	95
LETTER OF UNDERSTANDING: Temporary Positions	95
LETTER OF AGREEMENT: December 8, 2011	96
LETTER OF UNDERSTANDING: Workplace Accommodation	97

PREAMBLE

WHEREAS, it is the goal of the Halton Catholic District School Board to facilitate the optimum development of each child in accordance with each individual's potential and the requirements of society, both religious and secular, and

WHEREAS, the Halton Catholic District School Board, as representative of the parents, is entrusted with developing a school system of spiritual and academic growth and is committed to imitating the values of Jesus as exemplified in loving the Lord our God with all our heart, soul, mind and strength and loving our neighbor as ourselves, and

WHEREAS, the CUPE Local 3166.00, who are employed to assist in the Halton Catholic District School system, by virtue of their contractual commitment, will acknowledge and respect this commitment to Christ like values by word and action, and

WHEREAS, it is essential that the Halton Catholic District School Board and its CUPE Local 3166.00 staff maintain the harmonious relationship that exists between them; and

WHEREAS, it is the desire of the Halton Catholic District School Board, its CUPE Local 3166.00 staff and their agencies, associate bodies or representatives to agree upon any interpretation of this Collective Agreement,

IT IS the intent of the Halton Catholic District School Board and its CUPE Local 3166.00 staff to set forth those Articles of Agreement which specify this contractual relationship.

The Halton Catholic District School Board and CUPE Local 3166.00 are committed to improve student achievement reduce gaps in student outcomes and increase confidence in publicly funded education.

ARTICLE 1 - Purpose

- 1.01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Board and its employees represented by the Union. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Board and its employees, to make provisions herein for wages, hours of work and working conditions, and to provide an orderly method of settling grievances under this Agreement which may arise from time to time.

ARTICLE 2 - Recognition

- 2.01 The Board recognizes the Canadian Union of Public Employees, Local 3166.00 as the sole and exclusive bargaining agent for all clerical and technical office employees of the Halton Catholic District School Board in the Regional Municipality of Halton, save and except Executive Assistant to the Director of Education, Secretary to Superintendents of Education, Secretary to Superintendent of Business Services and Treasurer, Secretary to Superintendent of Facilities Services, Secretary to Superintendent , Human Resources Services, Secretary to Administrator, Human Resources Services, Accountant, Payroll Officer, persons above such ranks, and persons in bargaining units for which any trade union held bargaining rights as of October 29, 1986, being the date of application.
- 2.02 The Union recognizes the negotiating committee of the Board as the official body to represent the Board and to negotiate on its behalf.
- 2.03 The Board shall have the right to have the assistance of counsel and/or an advisor, and the Union shall the right to have the assistance of a CUPE National Representative and/or CUPE Counsel when dealing with the Board at Step 2 of the grievance procedure or when negotiating with the Board, or any other meeting consented to by the Board and to be attended by either elected representatives of the Board or the Superintendent , Human Resources Services, or designate.
- 2.04 No employee shall be required or permitted to make any written or verbal agreement which conflicts with the terms of this Collective Agreement.

ARTICLE 3 - Deduction of Dues

- 3.01 The Board agrees as required by S.47 of the *Ontario Labour Relations Act, 1995*, as amended, to deduct from the wages of each employee in the bargaining unit the amount equal to the regular Union dues from their date of hire.
- 3.02 The amount of dues shall be those required to be paid by a member and authorized by the Union in accordance with the provisions of its by-laws and constitution, and the Union shall

notify the Board of any changes therein and such notice shall be the Board's conclusive authority to make the deductions specified.

- 3.03 The Union shall indemnify and save the Board harmless from any claims, suits, judgements, attachments and from any form of liability as a result of deductions authorized by the Union.
- 3.04 Dues deductions shall be forwarded to the Secretary-Treasurer of the National Office no later than fifteen (15) days following the month during which such deductions were made. Such deduction shall be accompanied by a list of those employees from whom deductions were made with a copy to the Secretary Treasurer of the Local. The Board will have no responsibility to collect past due Union dues.
- 3.05 The Board will furnish the President of the Union with:
- (a) list of names, addresses and location of all seniority employees by September 30th of each year;
 - (b) changes in the addresses of seniority employees by September 30th and June 1st;
 - (c) new hires within the month following the date of hire;
 - (d) termination of seniority employees;
 - (e) list of part-time employees including location and hours of work;
 - (f) list of temporary employees including location and hours of work by September 30th.
- 3.06 All employees who are now members of the Union shall remain members of the Union and all new employees shall, upon completion of their probationary period, subject to Clause 2.01, become members of the Union.

ARTICLE 4 - Access to Records (Personnel Files)

- 4.01 (a) An employee shall, upon written request to the Superintendent, Human Resources Services, be granted the opportunity to view their personnel file in the presence of the Superintendent, Human Resources Services, or designate.
- (b) An employee may request photocopies of any documents in their personnel file and that request shall not be denied. Such copies will be provided within 48 hours for substantial requests.
- (c) The Employer shall recognize a signed consent form from any member of this bargaining unit which allows the National Representative or President to have access to their personnel file in the presence of a designated Human Resources Services person and to request photocopies of any document in that file. This request will not be denied.

ARTICLE 5 - No Discrimination

- 5.01 (a) The Board and the Union agree that there shall be no discrimination, and/or harassment by either party with respect to any employee in accordance with the *Human Rights Code*, and/or the *Occupational Health & Safety Act* as amended from time to time.
- (b) The Board and the Union agree that there shall be no discrimination, restriction or coercion by either party with respect to any employee by reason of their activity or lack of activity in the Union.
- 5.02 The Board recognizes that no employee shall be subject to sexual harassment. Sexual harassment shall be defined by the Ontario *Human Rights Code*. If the Board decides a transfer is necessary because of an incident or incidents considered to be sexual harassment, the employee who has been harassed shall not be transferred against their will.
- 5.03 Harassment. The Board and the Union agree that every employee has a right to freedom from harassment in the workplace. Any employee who believes they have been harassed, has the right to seek redress in accordance with the Board's Administrative procedure.

ARTICLE 6 - Management Rights

- 6.01 The Union recognizes that it is the function of the Board to manage the affairs of its operation, to hire, to layoff, to suspend, to terminate, to discipline employees and to direct the working forces of the Board, subject to the terms of this Agreement. The Board shall not exercise its rights to direct the working forces in an unfair or discriminatory manner.

ARTICLE 7 - Union Representation

- 7.01 The Board shall recognize a Union Committee, consisting of not more than four (4) employees. The Board will meet with the Union Committee on any matter properly arising out of this Agreement, and/or conduct negotiations for or renewal of this Agreement.
- 7.02 The Board will recognize as stewards not more than three (3) employees and the Union shall notify the employer, in writing, of the names of such employees and any changes as they occur. The Board shall not be obliged to recognize any steward until it has been so notified in writing.
- 7.03 It is understood that the stewards and committee-persons have their regular work to perform on behalf of the Board. If it is necessary for a steward or committee-person to investigate a grievance during working hours, the steward or committee-person shall not leave work without first obtaining the permission of the supervisor. Subject to operational

requirements, such permission shall not be unreasonably withheld. If requested, they shall give a reasonable explanation why the employee deems such action is necessary and an estimate of the time they will be away from their regular work. When resuming regular work, the steward or committee-person shall again report to the supervisor. The preparation of grievance documentation shall not be carried out within regular working hours by the stewards, committee-persons or aggrieved employee.

7.04 A steward or a member of the Union Committee referred to in Articles 7.01 and 7.02 hereof shall have the privilege of attending designated grievance procedure meetings and meetings held to negotiate the renewal of this Agreement held within regular working hours and will be compensated for time spent during such hours at regular straight time rate of pay, exclusive of all premiums, subject to the following:

1. All time shall be devoted to the prompt handling of grievances.
2. The steward and grievor concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
3. All time away from work shall be properly reported in SmartFind Express.
4. It is understood that the Board is not responsible to compensate for additional hours beyond the normal workday as a result of meetings held to negotiate the renewal of the Collective Agreement. Once Conciliation services have been applied for, the Union will be responsible for paying the wages of the Union Committee.

7.05 The Board agrees to forward to the Union copies of all Board resolutions and by-laws which affect the members of the Union. Failure to do so, caused by oversight, shall not constitute a breach of this Agreement.

7.06 The Board will post a copy of the collective agreement on the Board's intranet within 30 days of proofing following ratification by both parties.

The Board will provide 20 copies of the collective agreement for the Local President for Union Business.

7.07 The Board agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

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

7.08 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Superintendent , Human Resources Services, the President of the Union, and upon request the CUPE National Representative whose request shall not be unreasonably denied.

A copy of any correspondence between the Board and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement, shall be forwarded to the President of the Union or their designate.

7.09 The Union shall have the right to post notices of meetings and other notices approved by the Board.

7.10 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Board without permission of the Superintendent , Human Resources Services, or designated representative.

ARTICLE 8 – Seniority

8.01 Seniority Defined

- (a) Subject to the provisions hereinafter set forth, “seniority” is defined for the purposes of this agreement as the length of service of an employee with the Board, computed from a date three (3) months prior to the date such employee actually attains seniority as provided in 8.04 hereof. For Job Posting purposes only, seniority shall be defined as length of service of an employee within the bargaining unit.
- (b) It is agreed for the purposes of pro-rating seniority for employees working less than full-time hours (24 hours per week) the following will apply:
 - (i) Employees who work full-time hours and ten (10) months of the year, they shall be credited with 10/12th
 - (ii) Employees working less than full-time hours, seniority shall be equal to the number of hours of service with the board since their last date of hire. (Not to exceed 24 months)
- (c) For the purpose of seniority rating, an employee’s length of service shall commence and accumulate from the date on which they entered service of the Board.
 - (i) Seniority will continue to accrue if an employee:
 - (a) is on any period of paid leave of absence;

- (b) is on any period of paid sick leave;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) is on any period of W.S.I.B. benefits (up to a limit of twenty-four [24] months) as applicable;
- (f) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
- (g) is on any period of approved leave in accordance with the *Employment Standards Act*;
- (h) effective July 1, 2016 is working on any paid Summer School position.

(ii) Seniority will be maintained but not accrued if an employee:

- (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) is laid off for less than twelve (12) months;
- (c) is on a maximum three (3) month trial period of an out of the bargaining unit position;
- (d) is on W.S.I.B. benefits in excess of twenty-four (24) months;
- (e) is promoted to a temporary position out of the bargaining unit position of twelve (12) months or less.

(iii) Loss of Seniority

An employee loses all seniority and their employment with the Board shall be terminated under the following conditions:

- (a) the employee resigns;
- (b) is discharged for just cause and is not reinstated;
- (c) is absent from work for more than three (3) consecutive working days without notifying the Board within the period and without an explanation satisfactory to the Board upon return to work;
- (d) is recalled from layoff and fails to return to work within seven (7) days (except if the employee has an explanation satisfactory to the Board) after the Board's notice of recall is sent by registered mail to the last address shown on the Board's payroll records;

- (e) is absent from work without an explanation, satisfactory to the Board, beyond the period of any leave of absence granted by the Board;
- (f) is laid off for a period of twelve (12) months or more;
- (g) if the employee is absent from work due to illness for more than two (2) years. Before the Board removes an employee from the seniority list under the provisions of this clause (g), the Board will review the individual case.

8.02 It shall be the duty of the employee to notify the Board promptly in writing of any change of address. If an employee should fail to do this, the Board will not be responsible for failure of a notice to reach such employee. Any notice sent by the Board by registered mail to the address of the employee which appears on the Board's payroll records, shall be conclusively deemed to have been received by the employee.

8.03 Promotions, permanent transfer, layoffs and recalls after layoffs within the bargaining unit shall be based upon the abilities and qualifications of an employee to satisfactorily perform the work involved. As between employees whose abilities and qualifications are relatively equal, seniority will govern. The abilities and qualifications shall not be decided in an arbitrary or discriminatory manner. In the case of a lateral transfer, seniority shall be the governing factor.

- (a) A "layoff" shall be defined as a separation from or cessation of work for more than three (3) working days.
- (b) "Permanent transfer" shall be a permanent transfer to a job carrying the same rate of pay.
- (c) "Promotion" shall be defined as a permanent transfer carrying a higher rate of pay.
- (d) "Lateral transfer" shall be defined as a move of an employee between two locations where the incumbent is in the same position, as per Appendix A (example: Elementary School Secretary to Elementary School Secretary).

8.04 Probationary Employees

An employee will be considered on probation and will not be placed on a seniority list and shall not have any seniority rights hereunder until the employee has worked for the Board for a period of three (3) months, and shall then be entitled to be placed on the seniority list. The Board may extend the probationary period of an employee for an additional three (3) months with the agreement of the Local President.

8.05 The Board shall prepare a seniority list and agrees to post the seniority list by January 31st of each year showing the name, date of hire and assignment of each employee. A copy of the seniority list shall be forwarded to the Recording Secretary and President of the Local.

The seniority list shall be open for amendments for 30 days after posting. After 30 days, the seniority list as amended, shall be deemed to be acceptable to the Union.

ARTICLE 9 - Job Vacancies

9.01 (a) The Board agrees to post all positions of at least three (3) months duration for three (3) working days. The job posting will show the position title, classification level, salary, hours per week, location, requirements of the position and whether a ten (10) or twelve (12) month position. An employee who is the successful applicant of a temporary job vacancy will be required to fulfil the term of the temporary vacancy before the employee may be considered for another temporary job vacancy. The employee may apply and be considered for any permanent job vacancy that arises during the term of the temporary assignment.

The Board agrees to post these positions via the Board's Intranet site.

(b) In filling vacancies, the Board shall do so in accordance with 8.03 herein. The successful candidate will be notified within fifteen (15) working days from the closing date of the posting. The Board will endeavour to place the successful candidate in the position within twenty-five (25) working days from the date of notification to the successful candidate. In the event the Board is unable to place the successful candidate in the new position within the twenty-five (25) working days and providing the rate of the position is higher than the candidates present rate then the higher rate will apply to the candidate on the twenty-sixth (26th) day.

(c) The Board agrees that during the posting procedure, no outside advertisement shall be made. All job postings may be posted internally and externally, simultaneously, depending on need. First consideration will be given to internal candidates before external candidates. Upon completion of the internal posting procedure each applicant shall be advised in writing of the results.

(d) If a part-time position becomes a full-time position on a temporary basis for a period of less than six (6) months, then the remainder of the position will be offered to the present incumbent. If the incumbent declines the full-time position, the remainder of the position will be filled by the Board.

If a part-time position becomes a full-time position on a temporary basis for a period of more than six (6) months, then the full-time position will be posted in accordance with the Collective Agreement.

- 9.02 (a) An employee who has successfully applied under Article 9.01, shall not be entitled to apply for any posted job vacancy at the same position level for five (5) months from the date of commencement of the new position or until the end of the school year (for ten (10) month employees).

An employee shall be permitted to apply for a promotion even though less than five (5) months has elapsed since the date of the last successful application.

The parties agree that nothing contained in Article 9.02 shall bar any part-time (0.5) employee from applying for a full-time position at any time.

Further, the parties agree that nothing contained in Article 9.02 shall bar any employee from applying for positions which become available between June 30th and September 1st of each year.

In extenuating circumstances, the Superintendent, Human Resources Services, may consider exceptions to the transfer process in consultation with the Union President.

- (b) If an employee is successful in their application for a lateral transfer, the appointment will be considered temporary for a period of five (5) working days. Up to and including the fifth working day, should the employee wish to return to their former position, it shall be without loss of seniority or wages.
- (c) If an employee is successful in their application for a promotion, the appointment will be considered temporary for a period of six (6) weeks from the date of their appointment. Conditional on satisfactory service as determined by the Board or the employee, such promotion shall become permanent after the period of six (6) weeks. In the event the promotion does not become permanent, the employee shall be returned to their former position without loss of seniority and prior wages or salary.
- (d) The applicant returning to their former position shall not be considered for another transfer or promotion for a period of six (6) months from the date of return or until the end of the school year (for ten (10) month employees).
- (e) Any other employee affected by the rearrangement of positions, shall also be returned to their former position without loss of seniority and prior wages or salary.

- 9.03 In no case shall a temporary employee exercise seniority against a permanent employee. If a vacancy for a permanent position is not filled by a permanent employee,

temporary employees, who applied for the vacancy, shall be considered prior to hiring a new employee.

ARTICLE 10 - Layoff and Recalls

- 10.01 No seniority employee in the bargaining unit will be laid off or demoted as a result of the Board contracting out.
- 10.02 Both parties recognize that job security should increase in proportion to length of service. A layoff is defined as a reduction in the normal hours of work or a reduction in the work force, employees shall be laid off in the reverse order of their seniority and in accordance with Article 10.04. Should the seniority dates be identical between two or more employees, such ties will be determined by the four (4) digits of the affected employees' identification number from lowest to highest. Should this not resolve the issue of ties, the last five (5) digits will be considered, and so on until the matter is resolved. System redundancies can occur for numerous reasons such as the staffing formula for student enrolment and/or school program closures. Employees shall be recalled in the order of their seniority, provided that they are qualified to do the work.
- 10.03 Staff displacement will be controlled by the Board. Employees will be eligible to displace an individual within their position with the least seniority; this is intended to minimize the disruption in the system. To be eligible to displace another employee, employees must have greater accumulated seniority than the employee they are to displace. Seniority of each employee will be as defined in the posted January 31st list as per article 8.05. If the home position is unavailable, displaced employees will be given an opportunity to displace another employee with less accumulated seniority in a lower classification to which the Board deems suitable with respect to relative skill and ability, if deemed qualified by the Board.
- 10.04 When a layoff is to occur as defined in 10.02, the Board will notify the affected individuals of the system redundancy with a copy to the Unit President. The Board will notify the most senior employee that they are entitled to displace the least senior employee in that position. The least senior employee will also receive notification from the Board.
- 10.05 The most senior employee who received a notice of layoff must indicate in writing to Human Resource Services, within five (5) working day of receipt of the notice that they wish to displace or accept the layoff. If written notification is not received in the time period referred to above, they shall be deemed to have opted to be laid off.
- 10.06 If the senior employee elects to displace the least senior employee in that position, then they shall be moved by the Board to their new location. The least senior employee will be notified by the Board that their position has been declared redundant. The notification letter will indicate which position they are eligible to displace within their classification or

one lower. Displaced employees will be given five (5) working days of receipt of the notice to indicate their intent to displace or to be placed on layoff with first right of recall.

10.07 The Board shall notify employees, who are to be laid off thirty (30) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work thirty (30) full days after notice of layoff, they shall be paid in lieu of work for that part of thirty (30) days during which work was not made available.

10.08 If for unforeseen circumstances, the Board cannot contact a ten (10) month employee during the months of July and August to serve a notice of layoff, the employee affected will receive thirty (30) days pay in lieu of notice. Human Resources will notify the Union President of their inability to contact the employee(s).

10.09 **Recall**

An employee on layoff will have the right of recall for twelve (12) months following receipt of their notice provided in 10.06. For employees on recall for a ten (10) month position, July and August will not be counted towards their twelve (12) month recall window.

10.10 During the right of recall period an employee on layoff will automatically be placed into the first available vacancy for their original position or in a position in a lower classification for which they are qualified as per article 8.03. The posting provisions are waived in a right of recall placement.

10.11 Reasonable efforts will be made to keep displaced employees within the same geographical area if possible. Where this is not possible, displaced employees are given the choice between accepting the assignment outside of the geographical area or going on layoff with right of recall.

10.12 No new or part-time employees will be hired during the recall period unless those employees on layoff/recall are not qualified or willing to do the work.

10.13 Temporary assignments will be offered to laid off employees prior to being offered to any other person. Such assignments will be offered in accordance with Article 8.03 of the Collective Agreement. Laid off permanent employees who fill temporary assignments will accumulate seniority as per the Collective Agreement. A refusal of temporary assignment will not affect an employee's layoff and recall rights.

10.14 If a permanent employee refuses a permanent placement deemed suitable by the Board while on right of recall, or at the end of twelve (12) months, whichever occurs first, they are deemed to have resigned.

- 10.15 Grievances concerning layoffs due to a reduction in the work force shall be initiated at Step No. 3 of the Grievance Procedure.
- 10.16 By September 15th of each school year, a displaced employee whose job is re-posted due to staffing changes, will have the first right of recall.

ARTICLE 11 -Grievance Procedure

- 11.01 "Grievance" shall mean a complaint or claim concerning the alleged violation of the provisions of this Agreement.
- 11.02 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is understood that an employee has no grievance until the employee has first given the immediate supervisor an opportunity to adjust the employee's complaint. The employee's immediate supervisor shall give the employee a reply within two (2) working days.
- 11.03 No grievance shall be considered which was not presented within ten (10) working days after the circumstances which gave rise to it came to the attention of or should have come to the attention of the employee concerned.
- 11.04 The written grievance shall be signed by the grievor and shall contain a summary of all issues disputed and of the remedy requested by the grievor.
- 11.05 The original copy of a grievance to be considered in the grievance procedure will be submitted to the Human Resources Services where each grievance shall, upon being received, be processed in accordance with the steps outlined in this article. Grievances shall be adjusted and settled as follows:

STEP 1

If an employee has a grievance, the employee shall first and immediately within the ten (10) working days referred to in 11.03 submit the grievance, in writing to the appropriate supervisor. If the employee wishes, assistance of the steward may be requested. The appropriate supervisor shall, whenever practicably possible, give an immediate answer on the grievance to the employee, but in no event shall the answer be delayed beyond seven (7) working days. The next step of the grievance procedure may be taken with seven (7) working days of the appropriate supervisor's giving a written decision, but not thereafter. The written grievance herein referred to shall be on the approved CUPE grievance form and be fully completed in all respects.

The written grievance shall be signed by the grievor and shall contain a concise statement of fact including a summary of all articles allegedly violated and the remedy requested by the grievor.

STEP 2

The written grievance shall, within seven (7) working days of the appropriate supervisor giving a written decision, be submitted to the Superintendent, Human Resources Services, or designate. The Superintendent, Human Resources Services, or designate, shall then meet with the steward or Union Executive and grievor within seven (7) working days after the written grievance is so submitted to the Superintendent, Human Resources Services, or designate, for the purpose of endeavouring to settle the grievance. The Superintendent, Human Resources Services, or designate, shall then give an answer in writing within seven (7) working days following the meeting.

STEP 3

If the grievance is not settled up to this point, the Grievance Committee shall, within seven (7) working days after the decision of the Superintendent, Human Resources Services, under Step. 2, refer the written grievance to the Director of Education. The Director of Education shall then investigate the grievance and shall meet with the Union Grievance Committee as soon as possible but no later than two (2) weeks thereafter to attempt to settle the grievance. At such meeting, the Board or the Union may have such additional representatives present as each party desire, and the grievor or employee(s) concerned may be required to be present at the request of either party. The Director of Education shall render a decision in writing to the Union within seven (7) days of the holding of this meeting.

STEP 4

If final settlement of the grievance is not completed at Step 3 above, it may be referred by either party to a Board of Arbitration as hereinafter provided, within ten (10) days from the Director of Education's at Step 3 above. The party referring the grievance to arbitration shall be restricted to the issues contained in the written grievance.

- 11.06 Prior to arbitration, by mutual consent, the parties may refer the matter to mediation for an attempt at resolution. Any agreed resolution through mediation would be binding on the parties.

Each of the parties shall jointly share the fees and expenses of the Mediator.

- 11.07 In the case of a Union policy grievance or Board grievance, such grievance may be submitted to the Superintendent, Human Resources Services, or the Union, as the case

may be, in writing within ten (10) working days of the circumstances giving rise to the grievance and shall commence with Step 2 under the grievance procedure; however, it is expressly understood that the provision of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the regular grievance procedure shall not thereby be bypassed.

- 11.08 In the event of any alleged violation of the "No Strike or Lockout" article hereof, the aggrieved party may cause the matter to be submitted to special arbitration and a special arbitrator may be appointed and shall hold a hearing immediately or within twenty-four (24) hours of being appointed. If the parties are unable to immediately agree upon an arbitrator who is available to hold a hearing immediately or within twenty-four (24) hours, the grievor may request the Minister of Labour for the Province of Ontario to appoint an arbitrator.
- 11.09 A decision reached at any stage of the grievance procedure above outlined shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to re-opening by any party except by mutual agreement. If the grievance is settled at Steps 1, 2 or 3 of the grievance procedure, both the Board's and Union's representatives who pass on the same as provided herein, shall sign the settlement as endorsed on the written grievance, so that no question or argument may arise as to what the settlement was. In addition, the aggrieved employee shall sign the settlement as so endorsed on the written grievance, acknowledging that the employee has read and understood the same and is bound thereby.

ARTICLE 12 - Arbitration

- 12.01 Either of the parties may, after exhausting the appropriate grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to a Board of Arbitration or Single Arbitrator. The recipient of the notice shall within five (5) days advise the other party of the name of its appointee to the Board of Arbitration or Single Arbitrator. The appointees so selected shall, within five (5) days of the appointment of the second of them appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chairman within the time limit, then the Minister of Labour for the Province of Ontario shall be requested to appoint a qualified person to be the chair.
- 12.02 The Board of Arbitration or Single Arbitrator shall hear and determine the matter and shall issue a decision, which decision shall be final and binding upon the parties, and upon any employee affected by it. The decision of the Single Arbitrator or the decision of the majority of the Board of Arbitration shall govern. If there is no majority decision the decision of the chair of the Board of Arbitration shall govern.

- 12.03 The Board of Arbitration or Single Arbitrator shall not be authorized to make any decisions inconsistent with the provision of this Agreement nor to adjudicate any matter not specifically assigned to it by the written grievance as filed at the initial step.
- 12.04 Each of the parties to this Agreement shall bear the expenses of the nominee appointed by it, and the parties hereto will jointly share equally the expenses of the chair of the Board of Arbitration or the Single Arbitrator.
- 12.05 No matter may be submitted to mediation or arbitration which has not properly been carried through all previous steps of the grievance procedure. The provision of this clause shall not be considered waived by the parties or either of them unless they expressly provided a waiver thereof in writing signed by both parties.

ARTICLE 13 - Discharge or Discipline Causes

- 13.01 A claim by an employee that the employee has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Superintendent, Human Resources Services, within three (3) working days after the discharge. Such special grievance shall be dealt with at Step 2 and the balance of the grievance procedure. Such three (3) working days time limit shall be extended only where it is physically impossible for the employee to comply, for example, where the employee is confined to a hospital. In no event shall such extension exceed seven (7) working days, i.e. a total of ten (10) working days from date of discharge.
- 13.02 Should the parties agree or should the Board of Arbitration determine that an employee has been unjustly disciplined or discharged, such employee shall be reinstated in the former position, without loss of seniority, and shall be compensated for all regular straight time wages lost including Board's contribution on behalf of the employee to OMERS, Group Life, Extended Health Plan and Dental Plan provided the employee pays premiums for the interim period, less any monies which the employee earned or could reasonably have earned, in the interim, or by any other decision which is just and equitable in the circumstances.
- 13.03 An employee receiving written discipline shall have the right to union representation when such discipline is given. Such notice of discipline will be given to the employee within ten (10) working days of the discovery of the occurrence giving rise to the action.
- Extensions may be granted with mutual consent which may not be unreasonably withheld.
- 13.04 Written discipline shall not remain on an employee's file after two (2) years, provided, however, there is no re-occurrence of a similar incident during this period.

ARTICLE 14 - No Strikes or Lockouts

- 14.01 The Union undertakes and agrees that, while this Agreement is in operation, neither the Union nor any employee shall take part in or call or encourage any strike, picketing, sitdown, slowdown, or any suspension of or stoppage of or interference with work or production against the Board which shall in any way affect the operation of the Board, nor shall there be any sympathy strikes or secondary boycotts, and the Board agrees that it will not engage in any lockout during the term of this Agreement.
- 14.02 In the event of a legal work stoppage, the Board agrees to maintain LTD benefits on behalf of eligible employees. The Union agrees to reimburse the Board for the premiums during this period.

ARTICLE 15 – Leaves of Absence / Miscellaneous Leaves

- 15.01(i) An employee may be granted a leave of absence without pay and without loss in seniority if a complete application is approved by the Superintendent, Human Resources Services, and is sent to the Human Resources Services, where possible, at least fifteen (15) days prior to the requested leave. Such request must show good and sufficient reasons and shall contain:
- (a) the reason for the proposed absence;
 - (b) the commencement date of the proposed leave of absence;
 - (c) the length of the proposed leave of absence including date of return;
 - (d) for personnel employed in schools, the request for leave shall be submitted via email and copied to the Principal;
 - (e) for personnel employed at the administration centre, the request for leave shall be accompanied by a written recommendation from the employee's Supervisor or, Superintendent, whichever is applicable.
- (ii) **NOTE** Leaves granted shall be in writing covering a specific period of time.
- (ii) Employees may request permission, in writing, to return early from an approved leave of absence without pay, except for Union leave. This request shall be provided to the Board for consideration a minimum of four (4) weeks prior to the employees' intended return date, provided that there is no impact to students and the school learning and working environment.

15.02 An eligible employee must pay one hundred per cent (100%) of the LTD benefit premium for that portion of the approved leave of absence referenced in Article 15.01(i) exceeding one (1) month.

15.03 Union Education Leave

Leave of absence, without pay and without loss of seniority, shall be granted to not more than three (3) Union representatives, not more than one (1) employee from the same school or department, at any one time to attend Union sponsored education courses during the working hours and all such leaves shall not total more than thirty (30) working days per year (July 1 to June 30).

15.04 An employee holding public office may be granted, as determined in consultation with the Superintendent, Human Resources Services, relief from duty without loss of seniority during the employee's term of office.

15.05 The Board agrees to provide a leave of absence each year without loss of seniority, benefits or pay for two (2) employees, not more than one (1) employee from the same school and/or the same department, to attend the annual Ontario School Board Co-ordinating Committee Conference (O.S.B.C.C.C.). The union agrees to reimburse the Board for the total monies paid to the employees.

15.06 The following absences may be allowed without charge to the sick leave account:

(a)(i) Bereavement Leave

An employee who is required to be absent because of the death of a member of the employee's "immediate family" * will be granted up to four (4) consecutive working days without loss of pay. For extenuating circumstances application for extension of leave is to be made to the Superintendent, Human Resources Services.

* Definition of "immediate family": Mother, father, legal guardian, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, legal ward, "loco parentis, aunt, uncle, niece, nephew, step-son, step-daughter, step-sister, step-brother, step-mother, and step-father".

(ii) All bereavement leave in 15.06(i) will be without loss of pay.

(b) An employee who is required to be absent because of the death of a cousin will be granted a one (1) day leave of absence without loss of pay or deduction from sick leave credits.

(c) Jury Duty, Subpoena and Quarantine

When an employee is required to be absent because of jury duty, or as a witness in any court to which the employee has been summoned in any proceedings to which the employee is not a party in the proceedings, the employee shall be subject to neither loss of salary nor deduction sick leave credit, provided that the employee pays to the Board any fees, exclusive of travelling allowances and living expenses, that the employee receives as a juror or as a witness.

When an employee is quarantined or otherwise prevented from attending to duties because of exposure to a communicable disease, as determined by the Medical Officer of Health, the employee shall be subject to neither loss of pay, seniority, nor deduction from sick leave credits.

(d) Workplace Safety and Insurance Board (WSIB)

In accordance with the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown, dated November 20, 2022, in accordance with Part A, Central Terms, Letter of Understanding #2 re: Status Quo Central Items and Items Requiring Amendment and Incorporation, 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.

WSIB TOP-UP

Subject to and in accordance with the terms set out by the Workplace Safety and Insurance Board with respect to eligibility and when an employee is awarded Workplace Safety and Insurance Board benefits, the Board shall continue to pay the employee full salary up to a maximum period of four years and six months.

15.07 Pregnancy, Parental and Adoption Leave

In accordance with the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown, dated November 20, 2022.

For clarity, in accordance with Part A, Central Terms, Letter of Understanding #2 re: Status Quo Central Items and Items Requiring Amendment and Incorporation, 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.

Maternity Benefits/SEB Plan

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8)

weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

- b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- e) Employees completing a long-term supply assignment of 6 months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) Employees not defined above have no entitlement to the benefits outlined in this Article.
- g) Leave of absence for pregnancy/parental reasons shall be granted as per the Employment Standards Act as amended from time to time. Such leave shall be without loss of seniority.
- h) Pregnancy leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in their employment because of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to transfer to another position, provided they are capable of performing the work and is otherwise entitled thereto by virtue of seniority.
- i) Where an employee officially or legally adopts a child, leave of absence shall be granted as set out in Section (g).
- j) Two days leave of absence with pay and without loss of seniority will be granted to a male employee to be present at the birth and/or homecoming of his child (to include adoption).

15.08 At termination of the pregnancy /parental leave period, the onus shall be on the employee to report, in writing, as per the *Employment Standards Act*, to Human Resources Services, readiness to resume duties. While on pregnancy/parental leave, the employee's position will be filled temporarily, where necessary and upon the employees return from leave, the employee will return to their original position or one of equal category.

15.09 Compassionate Leave

An employee may be granted up to two (2) days per year compassionate leave with pay and without loss of seniority if the request shows good and sufficient reason. Such request must be in writing to the Senior Manager, Human Resources Services or designate, show the reason, commencement date and length of the proposed absence.

A leave of this nature will usually cover extraordinary circumstances which, therefore, merit individual attention and is subject to the approval of the Senior Manager, Human Resources Services or designate, whichever is applicable.

Compassionate Leave will also include Part A, Central Terms, LOU #12, (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 or attendance at Indigenous cultural / ceremonial events).

15.10 (a) When an employee is required to be absent for the purpose of writing a final university, trade or professional examination, the employee shall be granted time for this purpose without loss of pay or deduction from sick leave credit provided the absence has been approved by the Superintendent, Human Resources Services.

(b) An employee is to submit a request for leave under this clause in writing to the Superintendent, Human Resources Services, at least one week prior to the writing of the examination, and the request will include a statement of the time for the examination or notice thereof. The Superintendent, Human Resources Services, will reply in writing. Failure to meet this time requirement will result in leave-taking with pay deduction.

15.11 When a school or building is closed because of severe weather or health or safety reasons, all affected employees will be allowed necessary leave of absence without loss of pay until the school or building is reopened, or an alternate location is determined. Should a relocation of an employee be required, the employee will be assigned within the same municipal area, i.e. Burlington, Oakville, or Milton, Georgetown, Acton, if possible.

15.12 For leaves of absence other than those above, an employee shall make application directly to the Superintendent, Human Resources Services. This leave may be granted at

the sole discretion of the Superintendent, Human Resources Services without loss of salary, seniority, and/or sick leave credit.

15.13 Union President

The Board will grant the President of CUPE Local 3166 a full-time leave to perform the duties of the Union without loss of wages, benefits or seniority as soon as an available, qualified, replacement has been secured. The Board will also grant the Union Secretary-Treasurer two (2) days per month without loss of wages, benefits or seniority as soon as an available, qualified, replacement has been secured.

The Board will also grant a Union Representative the use of the Secretary-Treasurer's two (2) days per month if requested by the Union President for the Vice-President, Recording Secretary, Steward, etc. to use without loss of wages, benefits or seniority.

The Union will provide the Board with a minimum of two (2) weeks prior written notice, indicating the day(s) to be taken so that replacement of staff can be arranged where appropriate.

The Union will reimburse the Board the full cost of wages and benefits for such release time. Such leave must be taken in either half day or full day increments.

15.14 During the year of contract negotiations, the Board shall grant the Union Negotiating Team two (2) days leave per member to prepare for bargaining. The Local shall reimburse the Board for the salaries and benefits for such leave.

15.15 Emergency Leave

Any member of CUPE Local 3166.00 may apply for an emergency leave, without pay, in accordance with the *Employment Standards Act*. Written application to the Superintendent, Human Resources Services shall be made in advance whenever possible.

15.16 Employees granted leave under this article must report all absences using the Board's automated attendance system.

15.17 Union Office

Upon receiving one month's written notice to the Superintendent, HRS or designate, any permanent employee who is elected or selected for a full-time position with the Union (CUPE), or anybody with whom the Union is affiliated, shall be granted leave of absence without pay or benefits and without loss of seniority, by the Board, for a period up to one (1) year. The Board may renew such leave on a yearly basis. On return from leave, the employee will be placed in their previous position.

ARTICLE 16 - Sick Leave and Death Benefit

In accordance with the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown, dated November 20, 2022 please see C6.00 Sick Leave in the Central Terms.

16.01 Sick Leave

Each eligible employee will have access through their individual employee self-serve portal, accessible on the Board's intranet, to view their absence account.

16.02 Employees are encouraged to make appointments with doctors and dentists outside school board office hours where possible. When this is not possible time off will be granted to the employee without loss of pay.

16.03 Absence Chargeable to Sick Leave

Deductions shall be made from an employee's sick leave days for the number of days of absence because of personal illness and/or personal medical/dental appointments.

16.04 Death Benefit

In the case of the death of an employee eligible for the Death Benefit, one hundred percent (100%) of the employees accumulated sick leave credits as of August 31, 2012 shall be paid to the employee's beneficiary or the employee's estate if no beneficiary. The amount paid shall be at the value of the sick leave credits on August 31, 2012.

16.05 Reporting and Certification of Absences

- (a) All absences must be reported to the employee's supervisor or designate and must also be reported into the automated absence management and dispatch system as determined by the Board.
- (b) Under extenuating circumstances, the Superintendent, Human Resources Services or designate may request an employee to submit a certificate from a qualified medical or dental practitioner for an absence or sick leave. The cost of the certificate will be paid in full by the Board.

ARTICLE 17 - Safety and Health

17.01 The Board shall recognize and deal with Health and Safety matters through the site based Health and Safety Committee, in accordance with the *Occupational Health and Safety Act*.

17.02 No employee will be required to administer medication or perform any medical or physical procedure on any student that might in any way endanger the safety or well being of the

student or subject the employee to risk or injury or liability for negligence except in a medical emergency, in accordance with Board Policies (i.e. Anaphylaxis). It shall not be part of the duties and responsibilities of a member of Local 3166.00 to examine students for communicable conditions or diseases or to diagnose such conditions or diseases.

ARTICLE 18 - Vacations

18.01 (a) Vacation with pay shall be granted to 12 month employees of the Board for continuous active service, in accordance with the following:

1 year's seniority as of July 1 of the vacation year -- 2 weeks vacation with pay
3 years' seniority as of July 1 of the vacation year -- 3 weeks vacation with pay
9 years' seniority as of July 1 of the vacation year -- 4 weeks vacation with pay
15 years' seniority as of July 1 of the vacation year -- 5 weeks vacation with pay
25 years' seniority as of July 1 of the vacation year - 6 weeks vacation with pay

(b) Vacation pay for 10 month employees

Less than three 3 years' seniority	4% of annual salary
3 years' seniority	6% of annual salary
9 years' seniority	8% of annual salary
15 years' seniority	10% of annual salary
25 years' seniority	12% of annual salary

Vacation pay for 10 month employees shall be on each paycheque effective September 2005.

(c) Any regular employee not having a year of service prior to the commencement of the vacation period shall be allowed a vacation pay at the rate of one (1) working day for each completed month of service; up to a maximum of eight (8) working days' vacation. For the purpose of calculating vacation entitlement referred to 18.01 (b), ten (10) months is equal to one (1) year.

(d) For employees who cease employment (for any reason) with the Board during a vacation year, vacation credits for that year will be pro-rated based on the number of completed months worked in that year.

Where an employee ceases employment with the Board for any reason and has taken more vacation than they are entitled to based on this Article, the Board may seek to recover the excess vacation time taken against any wages or other monies owing to the employee at the time their employment ceases.

- 18.02 If a statutory or declared holiday falls or is observed during a regular employee's vacation period, an additional day's vacation for each such holiday shall be granted.
- 18.03 (a) 12 month employees may take their vacation entitlement outside of July and August upon receiving a written recommendation from the Principal, Administrator, or Manager and approval from the appropriate Superintendent.
- (b) 10 month employees may take their vacation entitlement at Christmas Break or Spring Break, provided any of these are not paid holidays, and vacation time shall not be allowed at any other time other than during the months of July and August, subject to Clauses 15.01 and 18.04.
- 18.04 Notwithstanding 18.01 to 18.03 inclusive, if vacation entitlement is interrupted prior to the scheduled vacation period by prolonged illness or injury compensable Worker's Compensation, the vacation of the affected regular employee will be rescheduled subject to the work requirements of the supervisor. The Superintendent, Human Resources Services, reserves the right to request proof of illness or injury.

Prior to the end of the annual vacation entitlement period, an employee may request in writing, through the Superintendent, Human Resources Services, that up to two (2) weeks of unused vacation be carried over to the following entitlement period.

ARTICLE 19 - Paid Holidays

- 19.01 (a) The following holidays shall be recognized and paid for by the Board at the regular rate:

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

or days celebrated in lieu of any such holidays. Ten-month employees are not entitled to the Civic Holiday

- (c) One (1) additional day, in lieu of Remembrance Day, is added to the vacation entitlement of seniority employees. This additional day is to be taken during the Christmas Break at the employee's standard rate of pay. Ten-month employees shall receive one additional day's pay in lieu of. This day's pay shall be included in the last pay cheque prior to Christmas Break.

- (c) One additional day will be added to the vacation entitlement of seniority employees. This additional day is to be taken during the Christmas break at the employees' standard rate of pay. Ten month employees shall receive one additional days pay in lieu of. This days' pay shall be included in the last pay cheque prior to Christmas break.

19.02 An employee will be entitled to holiday pay only if the employee works the last scheduled working day before and the first scheduled working day after a holiday and works on such holiday if the employee is scheduled to work; provided, however, that an employee will not lose holiday pay if the employee is absent from work on such day and such absence is excused by the Superintendent, Human Resources Services.

19.03 Subject to the approval of the immediate supervisor an employee shall choose to have time off between Christmas and New Year's by selecting one or a combination of the following options:

- (a) make up time
- (b) without pay, and/or
- (c) vacation

ARTICLE 20 - Employee Benefits

In accordance with the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown, dated November 20, 2022 please see C5.00 Benefits in the Central Terms.

20.01 **OMERS.** All regular employees shall be enrolled in the Ontario Municipal Employees' Retirement System (OMERS). The employees and the Board shall make contributions as required by OMERS.

20.02 The Board will continue to make available to all eligible employees the Long Term Disability Plan at no cost to the Board.

- (a) An employee beginning a Long Term Disability Leave at the request of an attending physician shall be granted a leave of absence for the duration of the disability as determined by the insurer.
- (b) The leave period for a Long Term Disability is not recognized as experience for incremental purposes. Long Term Disability is not recognized for seniority purposes.

ARTICLE 21 - Hours of Work

- 21.01 It is expressly understood and agreed that the provision of this Article 21 shall not be construed to be a guaranteed or a limitation of the hours of work per day or per week or otherwise nor as a guarantee of working schedules.
- 21.02 All employees are permitted a fifteen (15) minute break period for each half of their working day.
- 21.03 In order to qualify for payment for those days scheduled as professional activity days, employees must meet one of the following requirements:
- (a) Participate in the scheduled workshops approved by the Board Administration and/or Principal of the School;
 - (b) Work the regularly scheduled hours at the employee's normal work station;
 - (c) Use approved overtime in lieu of.
- 21.04 The normal workday may vary by Job Classification based on Board needs and shall not commence before 8:00 a.m. nor finish later than 5:00 p.m. The Board may require staff to start at an earlier time but not prior to 7:30 am. No shift shall be spread over a period longer than the regularly scheduled hours per day with one (1) hour uninterrupted, unpaid lunch break. It is agreed that this normal workday and or the one-hour uninterrupted, unpaid lunch break may be extended or reduced by mutual agreement between the Supervisor and the employee concerned (as long as the agreement is in accordance with the *Employment Standards Act*).
- 21.05 Employees who work ten (10) months in a calendar year are required to commence duties on the last Monday in August of each year. In addition, such employees shall be further required to work during the first two weeks of July and the third week of August if determined to be necessary by the Principal of the school and if approved by the Superintendent, Human Resources Services.
- 21.06 The last day of work for all 10 month employees will be the last day of school for all students subject to Article 21.05.

ARTICLE 22 - Overtime

- 22.01(a) Approved overtime, at the rate of time and one-half the employees regular straight time rate of pay, will be paid for work performed in excess of seven (7) hours per day, or thirty five (35) hours per week.

In the case of an employee who works eight (8) hours per day, or forty (40) hours per week, approved overtime, at the rate of time and one-half the employees regular

straight time rate of pay, will be paid for work performed in excess of eight (8) hours per day, or forty (40) hours per week.

- (b) Approved overtime, at the rate of two times (2x) the employee's regular rate of pay, will be paid for work performed on Sundays and on the holidays referred to in Article 19.01 hereof.
- (c) The employee shall have the right to request payment in money or lieu time as set out in the foregoing section, subject to approval of their immediate Supervisor and Human Resources Services.

ARTICLE 23 - Transfers

- 23.01(a) If the transfer is for the convenience of the Board and if the rate of pay in the classification to which the employee is transferred is less than the employee's rate of pay, the employee shall receive the regular rate of pay.
- (b) If the transfer is for the convenience of the employee or to enable the employee to avoid layoff, and if the regular rate of pay in the classification to which the employee is transferred is less than the employee's regular rate of pay, the employee shall receive such lesser rate.
- (c) If the rate of pay in the classification to which the employee is transferred is higher than the employee's regular rate of pay, the employee shall receive such higher rate of pay.

ARTICLE 24 - Wage Schedule

- 24.01 The Board will pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee will be provided with an itemized statement of their wages and deductions.
- 24.02 When an employee is promoted to another classification and such promotion would not otherwise result in an increase of forty (40) cents per hour over their previous rate, then they shall be placed on the next grid level which will provide an immediate increase of not less than forty (40) cents per hour. The date of promotion to the new classification shall become the anniversary date of application of the salary progression.
- 24.03 Where an employee's job classification is increased to a higher level through the job evaluation process, the employee will be placed at the same grid step at the new level. Promotional rules as set out in Article 24.02 will not apply.

- 24.04 The Board shall pay the full cost of tuition, upon successful completion of any course of instruction, required by the Board for an employee to better qualify themselves to perform their job.
- 24.05 **Mileage** - Mileage for employees shall be in accordance with Board established rates.
- 24.06 All employees shall receive any retroactive salary adjustment necessitated by this agreement paid no later than thirty (30) calendar days following ratification by the Board.
- 24.07 Employees shall progress through the salary grid based on successful experience in the position, on their anniversary date.

ARTICLE 25 - Definitions

- 25.01 The term “probationary employee” when used in this Agreement refers to an employee employed by the Board within the bargaining unit of this Agreement, who has not completed the probationary period outlined in Article 8.04.
- 25.02 The term “permanent employee” when used in this Agreement refers to an employee who has successfully completed the probationary period.
- 25.03 “Part-time employees” are defined as employees working twenty-four (24) hours or less.
- 25.04 “Full-time employees” are defined as employees working more than twenty-four (24) hours.
- 25.05 Temporary employees are defined as employees hired for a specific term not to exceed eighteen (18) months to replace an employee who will be on an approved leave of absence, W.S.I.B., sick leave or to work on special projects for which the Board receives Government grants. This time period may be further extended in consultation with the Union President.

ARTICLE 26 - Term of Agreement

In accordance with the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown, dated November 20, 2022 please see the Length of Term/Notice to Bargain/Renewal in the central terms.

- 26.01 Any letters of intent entered into during the term of this Agreement, shall form part of this Agreement for the duration of the Agreement.

ARTICLE 27 – Supervision

All adults employed to work at a school site have a responsibility for the safety of students. With the exception of school secretaries all school based staff will contribute to the direct supervision of students.

The Board recognizes the importance of CUPE Local 3166.00 staff in promoting an environment of education and literacy for our students. Further, the parties recognize that the supervision of students is not the core function of CUPE Local 3166.00 employees. It is understood that the supervision provided by CUPE Local 3166.00 is intended to augment and enhance the general supervision of students.

The Principal will ensure there is fair and equitable distribution of assigned supervision minutes amongst all eligible staff.

School based staff are encouraged to participate in the local scheduling advisory committee at their respective location. Each full-time employee who is assigned supervision will be assigned up to 80 minutes of supervision per week (including inclement duty) and part-time employees will have their supervision duties pro-rated.

“APPENDIX A”- Salary Schedule -

September 1, 2021		Start	Step 1	Step 2	Step 3
Level I		\$18.19	\$18.62	\$19.58	\$20.29
Level II	Clerk Mail Clerk Receptionist Clerk Switchboard/Receptionist	\$22.21	\$22.72	\$23.61	\$24.37
Level III	Communications Clerk Library Clerk Print Room Clerk Resource Clerk Summer School Secretary	\$22.91	\$23.66	\$24.58	\$25.32
Level IV	Attendance/Receptionist/Clerk (ALC) LINC/ESL Clerk School Office Assistant	\$24.09	\$ 25.28	\$ 26.11	\$26.94
Level V	Attendance Secretary Budget Clerk Guidance Secretary Library Technician Media Clerk Purchasing Clerk Resource Library Technician Secretary Curriculum Consultants Senior Accounting Clerk	\$24.48	\$25.62	\$26.50	\$27.41
Level VI	Continuing Education Secretary Secretary Special Ed. Consultants International Student Admissions Clerk	\$ 24.68	\$ 25.70	\$ 26.83	\$27.99
Level VII	Elementary School Secretary Financial Clerk Secondary Head Secretary Payroll Advisor	\$ 27.03	\$ 27.86	\$ 28.75	\$ 29.60
Level VIII	Computer Technician	\$30.82	\$ 31.73	\$ 32.76	\$33.79
Level IX	Planning/Enrolment Clerk School Administration Systems Liaison	\$31.85	\$ 32.80	\$ 33.80	\$34.81
Level X	Application Analyst	\$33.49	\$34.50	\$35.52	\$36.60

September 1, 2022

	Start	Step 1	Step 2	Step 3
Level I	\$19.19	\$ 19.62	\$20.58	\$21.29
Level II				
Clerk				
Mail Clerk	\$23.21	\$23.72	\$24.61	\$25.37
Receptionist Clerk				
Switchboard/Receptionist				
Level III				
Communications Clerk				
Library Clerk	\$23.91	\$ 24.66	\$25.58	\$ 26.32
Print Room Clerk				
Resource Clerk				
Summer School Clerk				
Level IV				
Attendance/Receptionist/Clerk (ALC)	\$25.09	\$26.28	\$27.11	\$27.94
LINC/ESL Clerk				
School Office Assistant				
Level V				
Attendance Secretary				
Budget Clerk				
Guidance Secretary	\$25.48	\$ 26.62	\$27.50	\$28.41
Media Clerk				
Purchasing Clerk				
Secretary Curriculum Consultants				
Senior Accounts Payable Clerk				
Level VI				
Continuing Education Secretary				
Secretary Special Ed. Consultants				
International Student Admissions Clerk	\$25.68	\$ 26.70	\$ 27.83	\$28.99
Library Technician				
Resource Library Technician				
Secretary, Human Rights and Equity Services				
Level VII				
Elementary School Secretary				
Financial Clerk	\$28.03	\$28.86	\$ 29.75	\$ 30.60
Secondary School Secretary				
Accounting Technician				
Level VIII				
Computer Technician	\$ 31.82	\$32.73	\$33.76	\$34.79
Payroll Advisor				
Level IX				
Planning/Enrolment Clerk	\$32.85	\$33.80	\$34.80	\$ 35.81
School Administration Systems Liaison				

Level X				
Application Analyst	\$ 34.49	\$35.50	\$36.52	\$ 37.60

September 1, 2023

EXP	Start	Step 1	Step 2	Step 3
Level I	\$20.19	\$ 20.62	\$21.58	\$22.29
Level II				
Clerk				
Mail Clerk	\$24.21	\$24.72	\$25.61	\$ 26.37
Receptionist Clerk				
Switchboard/Receptionist				
Level III				
Communications Clerk				
Library Clerk	\$ 24.91	\$ 25.66	\$26.58	\$27.32
Print Room Clerk				
Resource Clerk				
Summer School Clerk				
Level IV				
Attendance/Receptionist/Clerk (ALC)	\$26.09	\$27.28	\$28.11	\$28.94
LINC/ESL Clerk				
School Office Assistant				
Level V				
Attendance Secretary				
Budget Clerk				
Guidance Secretary	\$26.48	\$27.62	\$28.50	\$29.41
Media Clerk				
Purchasing Clerk				
Secretary Curriculum Consultants				
Senior Accounts Payable Clerk				
Level VI				
Continuing Education Secretary				
Secretary Special Ed. Consultants				
International Student Admissions Clerk	\$26.68	\$27.70	\$28.83	\$29.99
Library Technician				
Resource Library Technician				
Secretary, Human Rights and Equity Services				
Level VII				
Elementary School Secretary				
Financial Clerk	\$29.03	\$29.86	\$30.75	\$31.60
Secondary School Secretary				
Accounting Technician				
Level VIII				
Computer Technician	\$32.82	\$33.73	\$34.76	\$35.79
Payroll Advisor				

Level IX				
Planning/Enrolment Clerk	\$33.85	\$34.80	\$ 35.80	\$36.81
School Administration Systems Liaison				
Level X				
Application Analyst	\$35.49	\$ 36.50	\$ 37.52	\$38.60

September 1, 2024

	Start	Step 1	Step 2	Step 3
Level I	\$ 21.19	\$21.62	\$ 22.58	\$23.29
Level II				
Clerk				
Mail Clerk	\$25.21	\$ 25.72	\$ 26.61	\$27.37
Receptionist Clerk				
Switchboard/Receptionist				
Level III				
Communications Clerk				
Library Clerk	\$25.91	\$26.66	\$27.58	\$28.32
Print Room Clerk				
Resource Clerk				
Summer School Clerk				
Level IV				
Attendance/Receptionist/Clerk (ALC)	\$27.09	\$28.28	\$29.11	\$29.94
LINC/ESL Clerk				
School Office Assistant				
Level V				
Attendance Secretary				
Budget Clerk				
Guidance Secretary	\$27.48	\$28.62	\$29.50	\$30.41
Media Clerk				
Purchasing Clerk				
Secretary Curriculum Consultants				
Senior Accounts Payable Clerk				
Level VI				
Continuing Education Secretary				
Secretary Special Ed. Consultants				
International Student Admissions Clerk	\$27.68	\$28.70	\$29.83	\$30.99
Library Technician				
Resource Library Technician				
Secretary, Human Rights and Equity Services				
Level VII				
Elementary School Secretary				
Financial Clerk	\$30.03	\$30.86	\$ 31.75	\$32.60
Secondary School Secretary				
Accounting Technician				
Level VIII				
Computer Technician	\$ 33.82	\$34.73	\$ 35.76	\$36.79
Payroll Advisor				

Level IX				
Planning/Enrolment Clerk	\$34.85	\$35.80	\$ 36.80	\$37.81
School Administration Systems Liaison				
Level X				
Application Analyst	\$36.49	\$37.50	\$38.52	\$39.60

September 1, 2025

	Start	Step 1	Step 2	Step 3
Level I	\$22.19	\$ 22.62	\$ 23.58	\$ 24.29
Level II				
Clerk				
Mail Clerk	\$ 26.21	\$26.72	\$ 27.61	\$28.37
Receptionist Clerk				
Switchboard/Receptionist				
Level III				
Communications Clerk				
Library Clerk	\$ 26.91	\$ 27.66	\$28.58	\$29.32
Print Room Clerk				
Resource Clerk				
Summer School Clerk				
Level IV				
Attendance/Receptionist/Clerk (ALC)	\$28.09	\$29.28	\$30.11	\$30.94
LINC/ESL Clerk				
School Office Assistant				
Level V				
Attendance Secretary				
Budget Clerk				
Guidance Secretary	\$28.48	\$29.62	\$ 30.50	\$ 31.41
Media Clerk				
Purchasing Clerk				
Secretary Curriculum Consultants				
Senior Accounts Payable Clerk				
Level VI				
Continuing Education Secretary				
Secretary Special Ed. Consultants				
International Student Admissions Clerk	\$28.68	\$29.70	\$30.83	\$31.99
Library Technician				
Resource Library Technician				
Secretary, Human Rights and Equity Services				
Level VII				
Elementary School Secretary				
Financial Clerk	\$31.03	\$31.86	\$32.75	\$ 33.60
Secondary School Secretary				
Accounting Technician				
Level VIII				
Computer Technician	\$ 34.82	\$ 35.73	\$36.76	\$ 37.79
Payroll Advisor				

Level IX				
Planning/Enrolment Clerk	\$35.85	\$36.80	\$37.80	\$38.81
School Administration Systems Liaison				
Level X				
Application Analyst	\$37.49	\$38.50	\$39.52	\$ 40.60

Certificate Allowance

Dell Premier Access Certificate

As at September 1, 2021 \$302.90

Microsoft Azure Architect Design Certification

As at September 1, 2021 \$907.64

MCSE

As at September 1, 2021 \$2,418.94

APPENDIX "B": MANAGED HEALTH CARE

In accordance with the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown, dated November 2, 2022 please see C5.00 Benefits in the Central Terms.

LETTER OF INTENT: Violence

The parties recognize that a safe school is a priority. The parties further agree that no employee should be subject to violence in the workplace.

The Board has a Workplace Violence Policy which is reviewed on a regular basis.

LETTER OF UNDERSTANDING: Selection Competition Process

The Board agrees to consult with the Union when making amendments to the current selection process. These discussions will take place through the Labour/Management Meetings.

LETTER OF UNDERSTANDING: Professional Development

The Board appreciates the importance of professional development and endeavours to encourage the same for all of its employees. To this end, the Board agrees to discuss the Union's suggestions for areas of professional development through Labour/Management Committee Meetings.

The CUPE National Representative may attend such meetings.

LETTER OF UNDERSTANDING: Volunteers

The Board has always utilized and will continue to utilize parent and student volunteers to assist in the schools, as required and determined by the Principal. The Board values the service that can be provided by such volunteers and also recognizes the importance of community involvement in our schools.

However, it has never been or is it the Board's intention to allow such volunteer service to adversely impact upon the hours of work and the employment of our permanent staff working in schools. The Board values its permanent employees and endeavours to make every effort to ensure their positions within the Board.

The Board has a Policy and Procedure on the appropriate use of volunteers in schools which is reviewed on regular basis. Volunteers shall not perform the work of 3166.00.00 bargaining unit members.

LETTER OF UNDERSTANDING: Training – New Equipment and/or Procedures

During the term of this Agreement only, the parties agree that when an employee is required to become familiar with new equipment and/or procedures, the employer will provide training, during regular working hours or paid time in lieu thereof if not during regular working hours in order for the employee to familiarize themselves with the new equipment.

LETTER OF UNDERSTANDING: Staffing

The parties agree to discuss staffing levels and replacement of staff through Labour/Management Committee Meetings.

LETTER OF UNDERSTANDING: Job Descriptions

The parties agree to meet a minimum of two (2) times per year to review job descriptions for newly created positions or where the job duties pertaining to an established position have been substantially changed and therefore will require a re-evaluation through the Joint Job Evaluation Committee.

The Committee will consist of three (3) Management Representatives and three (3) Union Representatives.

LETTER OF UNDERSTANDING: Staff Reductions

The parties agree to meet as far in advance as possible of any staff adjustments and no later than two weeks after notice of layoff or reduction is given to the union. At this time the parties will meet to discuss a process to explore all reasonable options to layoffs or reductions such as attrition, voluntary leaves of absence, retraining and voluntary exit plans.

LETTER OF INFORMATION: OMERS

The following information regarding the OMERS pension plan is provided for information purposes only and is non grievable. The parties will continue to abide by any and all amendments to the OMERS pension plan.

CUPE Local 3166.00 employees are automatically enrolled in the OMERS pension plan. The Board shall automatically deduct and remit the premium payments directly to OMERS as required. Up to date and accurate information regarding the definition of contributory earnings, which includes all regularly recurring earnings, can be found at www.omers.com.

For all pension and other compensation purposes the parties agree that contributory earnings must include all regular recurring earnings, as legislated by OMERS, such as:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous-full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earning for all members, including active, terminated, retired, and disabled members;

- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year;
- Market value adjustments
- Pay for time in lieu of overtime
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason (e.g. illness), provided service is extended;
- Taxable premiums for life insurance;
- Ongoing special allowances.

LETTER OF UNDERSTANDING: Job Evaluation/Pay Equity Compliance

The Board and the Union are committed to the process of Job Evaluation and ensuring compliance with the Pay Equity Act and the Terms of Reference established by the parties.

LETTER OF UNDERSTANDING: School Closures / Consolidations

The parties agree that in the case of a school closure / consolidation, the most senior CUPE person in each affected classification will be offered the same position at the new school. The Collective Agreement provisions in Article 10 – Layoff and Recalls will apply to all CUPE Staff not assigned to the new school.

LETTER OF UNDERSTANDING: Temporary Positions

The parties agree that they will discuss any temporary positions that exceed one year in duration the Union's request.

LETTER OF AGREEMENT:

December 8, 2011

LETTER OF AGREEMENT

BETWEEN

HALTON CATHOLIC DISTRICT SCHOOL BOARD ("the Board")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3166 ("the Union")

FOR THE

2008 – 2012 COLLECTIVE AGREEMENT

The parties to the above agreement hereby agree to the following provisions dealing with temporary staff and CUPE Local 3166. From the date of this agreement, up to and including August 31st, 2012 the parties agree to amend the collective agreement with respect to the rights and entitlements of temporary staff; at which time it will be up to the parties to negotiate collectively.

The parties agree that the 2008 – 2012 collective agreement will now apply to all temporary staff with the exclusion of the following articles:

- Article 8.01, 8.04, 8.05 – Seniority, Probationary employees and Seniority List
- Article 9.02 – Lateral transfer language (under job vacancies article)
- Article 10 – Layoff and Recall
- Article 12 - Arbitration
- Article 13.01, 13.02, 13.04 – Discipline and Discharge
- Article 15.02, 15.06, 15.07 (e), 15.08, 15.09, 15.10, 15.11– Compensated Leaves of Absence
- Article 16.01 – 16.06 – Sick Leave
- Article 18 - Vacation
- Article 19.01, 19.03 – Paid Holidays
- Article 20 – Employee Benefits
- Article 21.03 – Paid professional development
- Article 22 - Overtime
- Article 23 - Transfers
- Article 24.04 – cost of related courses
- Letter of Understanding: Benefits
- Letter of Information: OMERS

Dated in Burlington, this 8 day of December 2011.


President, CUPE Local 3166


Executive Officer, HRS

LETTER OF UNDERSTANDING: Workplace Accommodation

The Employer and the Union are committed to a constant, fair approach to meeting the needs of employees requiring workplace accommodations, to restoring them to work, which is meaningful for them and valuable to the work location, and to meeting the parties responsibilities in accordance with applicable legislation.

To that end, the employer and the Union agree that ongoing and timely communication b all participants in this process is essential to the success of the parties.

Recognizing the Board has a workplace accommodation process, should the parties have any general concerns with the workplace accommodation process, these can be discussed at Labour Management Meetings.

LETTER OF UNDERSTANDING – PILOT IT COMPUTER TECHNICIAN HOURS OF WORK

As a pilot program for the term of the 2022-2026 Collective Agreement strictly, the parties agree to permit Computer Technicians, at the sole discretion of the Board, to alter their hours of work based on service needs, location and skill sets, to start as early as 6:00am and end work as late as 6:00pm (keeping their current eight (8) hours of work plus one hour unpaid lunch break – in accordance with Article 21.04). If there are multiple individuals that are interested in this program, where all things are considered equal, seniority will be the final determining factor. The parties agree that this program can be modified, with mutual agreement between the parties, throughout the term of the pilot program. The pilot program expires August 30, 2026.

As part of the pilot program, the parties – ITS Management, HRS Management, and the Union – will endeavour to meet twice each school year to discuss the effectiveness of the program.

In witness whereof the Board and the Union have caused this agreement to be signed by their respective representatives duly authorized on their behalf.

This 10th day of October, 2023

The Halton Catholic District School Board

For the Employer:



L. Freese



A. J. =

The Canadian Union of Public Employees, Local 3166.00

For the Union:



Sandra Gallagher



Karen Lake

Kathleen Holstie
