

# Term of Agreement

2022 September 1 to 2026 August 31

## Collective Agreement

Between

Thames Valley District School Board

and

Canadian Union of Public Employees

**CUPE 7575**



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TITLE	CENTRAL ARTICLE	LOCAL ARTICLE
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## **CUPE – PART A: CENTRAL TERMS**

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

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

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

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

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

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

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

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

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

### **C2.00 DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The mandate of the Committee shall be as follows:

a) Dispute Resolution

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

b) Not Adjudicative

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

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

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

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

b) The Crown shall have the following rights:

- i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.

- ii. To participate in any matter referred to arbitration.
- iii. To participate in voluntary mediation.

**C4.7 Referral of Disputes**

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

**C4.8 Carriage Rights**

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

**C4.9 Responsibility to Communicate**

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

**C4.10 Language of Proceedings**

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

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

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

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

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

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

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

- a) A central party that has a dispute regarding the interpretation, application, administration, alleged violation, or arbitrability of a central term, shall refer it forthwith to the Committee by notice of dispute to the co-chair of the other central party, with a copy to the Crown, but in no case later than thirty (30) working days after becoming aware of the dispute. Where the responding party wishes to provide a written response prior to the committee meeting, that response shall be forwarded to the other Central party and the Crown.
- b) The Committee shall conduct a review of the dispute. The Committee will meet to review the dispute within twenty (20) working days or at the next scheduled meeting of the Committee.
- c) If the dispute is not settled or withdrawn, within twenty (20) working days of the Committee meeting, the central party submitting the dispute may:

- i. Continue informal discussions; or
  - ii. Refer the dispute back to the local grievance procedure
- d) If the dispute remains unresolved for longer than sixty (60) working days the dispute may be referred as a grievance. Once referred as a grievance the parties may:
  - i. Refer the grievance to Voluntary Mediation or Expedited Mediation
  - ii. Refer the grievance to Arbitration.

**C4.14 Timelines**

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

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

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.
- c) Timelines shall be held in abeyance from the time of referral to mediation until the completion of the mediation process. The referral of a grievance to mediation is without prejudice to either parties' position on jurisdictional matters, including timeliness.
- d) The Parties agree to refer any mediation to agreed-upon mediator(s). In selecting a mediator, the parties shall have regard to reasonable availability, sector knowledge, and linguistic competence.



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

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

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

#### **C5.00 BENEFITS**

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

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

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

Post Participation Date, the following shall apply:

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

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

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

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

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

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

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

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

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

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

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

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

**C5.6 Benefits Committee**

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

**C5.7 Privacy**

- a) The Parties agree to inform the Trust Plan Administrator, that in accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal

information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall also be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

## **C6.00 SICK LEAVE**

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

#### **Definitions:**

The definitions below shall be exclusively used for this article.

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

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

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

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

**"Casual Employees"** means,

- i. A casual employee within the meaning of the local collective agreement,
- ii. If clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
- iii. 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 - NOTICE OF CENTRAL DISPUTE**

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

## APPENDIX B - GRATUITIES

### 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><b>Dear Health Care Professional,</b></p> <p>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>
--	--

<b>Employee ID:</b>		<b>Telephone No:</b>
<b>Employee Address:</b>		<b>Work Location:</b>

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

First Day of Absence:

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

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

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

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

**PHYSICAL (if applicable)**

<b>Walking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other ( <i>specify</i> ):	<b>Standing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other ( <i>specify</i> ):	<b>Sitting:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other ( <i>specify</i> ):	<b>Lifting from floor to waist:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>specify</i> ):
<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>specify</i> ):	<b>Stair Climbing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other ( <i>specify</i> ):	<input type="checkbox"/> <b>Use of hand(s):</b> <b>Left Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other ( <i>specify</i> ):	<b>Right Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other ( <i>specify</i> ):

<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of ( <i>please specify</i> ):	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> Ability to use public transit	<input type="checkbox"/> Yes <input type="checkbox"/> No
			Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No

**COGNITIVE (if applicable)**

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

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:  <input type="checkbox"/> 1-2 days <input type="checkbox"/> 3-7 days <input type="checkbox"/> 8-14 days <input type="checkbox"/> 15 + days <input type="checkbox"/> Permanent	Have you discussed return to work with your patient?  <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

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

“General Nature of Illness” (or injury) suggests a general statement of a person’s illness or injury in plain language without any technical medical details, including diagnosis. Although revealing the nature of an illness may suggest the diagnosis, it will not necessarily do so.

“Nature of illness” and “diagnosis” are not congruent terms. For example, a statement that a person has a cardiac or abdominal condition or that s/he has undergone surgery in that respect reveals the essence of the situation without revealing a diagnosis.

Additional or follow up information may be requested as appropriate.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

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

**AND**

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

**Re: Status Quo Central Items**

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

**Issues:**

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



## LETTER OF UNDERSTANDING #2

### BETWEEN

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

### AND

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

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

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

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

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

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

#### **STATUTORY/PUBLIC HOLIDAYS**

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

#### **WSIB TOP-UP**

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

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

**Common Central Provisions**

**Maternity Benefits/SEB Plan**

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

**SHORT-TERM PAID LEAVES**

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

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

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

### **RETIREMENT GRATUITIES**

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

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

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

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

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

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

## LETTER OF UNDERSTANDING #3

### BETWEEN

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

### AND

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

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

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

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

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

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

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

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

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

**PREAMBLE:**

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

**I. MANDATE OF THE COMMITTEE**

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

**II. DELIVERABLES**

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

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

**III. MEMBERSHIP**

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

the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

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

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

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

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

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

**AND**

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

**Re: Sick Leave**

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

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



**LETTER OF UNDERSTANDING #6**

**BETWEEN**

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

**AND**

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

**Re: Central Labour Relations Committee**

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

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

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

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

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

**AND**

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

**RE: List of Arbitrators**

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

English Language:

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

French Language:

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

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

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

**LETTER OF UNDERSTANDING #10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Ministry Initiatives Committee**

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

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

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Bereavement Leave**

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

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

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

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Short Term Paid Leave**

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

**LETTER OF AGREEMENT #13**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

The task force will:

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

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



**APPENDIX II – DOES NOT FORM PART OF THE CENTRAL TERMS OF THE COLLECTIVE AGREEMENT**

**MEMORANDUM OF UNDERSTANDING #1**

**IN THE MATTER OF COLLECTIVE BARGAINING  
UNDER THE SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014**

**BETWEEN**

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

**AND**

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

**RE: Actuarial Variation**

The Parties wish to affirm the importance of the CUPE Education Workers' Benefits Trust's annual actuarial report in ensuring the financial sustainability of the plan. As per section 16.3 of the CUPE EWBT Agreement and Declaration of Trust, these actuarial reports are made using actuarial assumptions in accordance with generally accepted actuarial principles.

The Parties acknowledge that the actuarial assumptions used, in particular those associated with the forecasted per-Full-Time Equivalent (FTE) funding increases for years which are not covered by a current collective agreement, may require the board of Trustees to make immediate decisions prior to the next round of bargaining.

Therefore, the Parties agree to amend the CUPE EWBT Trust Agreement as follows: If the most recent actuarial report covers a year that is not part of the collective agreement, and the actuarial report includes a funding assumption of 0 per cent for that year, and if the Claims Fluctuation Reserve (CFR) is projected to be below 8.3% in such a year:

- There is no requirement for the trustees to make a plan design change; however, they may.
- There is a requirement for the trustees to develop a contingency plan in the event that the funding negotiated in central bargaining results in the CFR continuing to be projected to be below the 8.3% threshold, and the plan is to be shared with
- the central parties. The contingency plan must include the following elements, at a minimum:
  - 3 funding scenarios: no increase in funding, increases consistent with

- CPI, and increases equal to the average of the prior three years.
- 2 costing scenarios: for example, inflationary trend increases and historical 3 year trend.
- Proposed actions the trustees would take for each scenario: for example, plan reductions and administrative efficiencies.

If the most recent actuarial report covers a year that is part of the collective agreement, plan design changes will continue to apply where the CFR is projected to be below 8.3% in such a year or if the current year's CFR falls below 8.3%.

Finally, the Parties confirm that any decision to maintain or change benefits Plan design is at the discretion of the Board of Trustees, subject to any restrictions in the CUPE EWBT Agreement and Declaration of Trust, Collective Agreement, or the Income Tax Act and in accordance with their responsibility for the ongoing operations and long-term financial sustainability of the CUPE EWBT.

## APPENDIX III

<b>Community Use of Schools Investment</b>	
<b>DSB Name</b>	<b>\$</b>
Algoma DSB	4,417
Algonquin and Lakeshore Catholic DSB	4,558
Bluewater DSB	7,113
Bruce-Grey Catholic DSB	1,608
Catholic DSB of Eastern Ontario	4,814
CÉP de l'Est de l'Ontario	6,144
CS catholique Mon Avenir	6,415
CS catholique Providence	4,228
CS Viamonde	4,747
CSD catholique de l'Est ontarien	5,191
CSD catholique des Grandes Rivières	3,613
CSD catholique du Centre-Est de l'Ontario	7,802
CSD catholique du Nouvel-Ontario	3,574
CSD catholique Franco-Nord	1,260
CSD du Grand Nord de l'Ontario	1,977
CSD du Nord-Est de l'Ontario	1,119
DSB of Niagara	14,460
DSB Ontario North East	4,951
Dufferin-Peel Catholic DSB	31,209
Durham Catholic DSB	8,163
Durham DSB	25,822
Grand Erie DSB	10,719
Greater Essex County DSB	12,354
Halton Catholic DSB	11,833
Halton DSB	21,477
Hamilton-Wentworth Catholic DSB	165
Hamilton-Wentworth DSB	17,826
Hastings and Prince Edward DSB	6,802
Huron Perth Catholic DSB	47
Huron-Superior Catholic DSB	2,064
Kawartha Pine Ridge DSB	12,589
Keewatin-Patricia DSB	2,820
Lakehead DSB	3,792
Lambton Kent DSB	9,693
Limestone DSB	8,416
London District Catholic School Board	7,165
Near North DSB	4,719
Niagara Catholic DSB	8,288
Nipissing-Parry Sound Catholic DSB	1,291

Northeastern Catholic DSB	1,143
Northwest Catholic DSB	518
Ottawa Catholic DSB	231
Peel DSB	55,581
Peterborough V N C Catholic DSB	5,638
Rainbow DSB	6,140
Rainy River DSB	1,384
Renfrew County Catholic DSB	1,816
Renfrew County DSB	4,763
Simcoe County DSB	17,471
Simcoe Muskoka Catholic DSB	7,466
St. Clair Catholic DSB	3,211
Sudbury Catholic DSB	2,384
Thames Valley DSB	29,002
Toronto Catholic DSB	34,196
Toronto DSB	85,953
Trillium Lakelands DSB	6,961
Upper Canada DSB	12,895
Upper Grand DSB	11,029
Waterloo Catholic DSB	87
Wellington Catholic DSB	2,950
York Catholic DSB	20,341
York Region DSB	45,435
<b>TOTAL</b>	<b>651,835</b>

## APPENDIX IV

Supports for Students Fund - CUPE	2022-23			2023-24			2024-25			2025-26		
	Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staff Amount	Other Staffing Amount	TOTAL
Algoma DSB	\$ -	\$ 175,997	\$ 175,997	\$ -	\$ 181,576	\$ 181,576	\$ -	\$ 187,169	\$ 187,169	\$ -	\$ 192,821	\$ 192,821
Algonquin and Lakeshore Catholic DSB	\$ 385,520	\$ 313,539	\$ 699,060	\$ 397,741	\$ 323,478	\$ 721,220	\$ 409,992	\$ 333,442	\$ 743,434	\$ 422,374	\$ 343,512	\$ 765,885
Bluewater DSB	\$ -	\$ 236,384	\$ 236,384	\$ -	\$ 243,877	\$ 243,877	\$ -	\$ 251,389	\$ 251,389	\$ -	\$ 258,981	\$ 258,981
Bruce-Grey Catholic DSB	\$ 163,871	\$ 97,428	\$ 261,298	\$ 169,066	\$ 100,516	\$ 269,582	\$ 174,273	\$ 103,612	\$ 277,885	\$ 179,536	\$ 106,741	\$ 286,277
Catholic DSB of Eastern Ontario	\$ 399,012	\$ 344,075	\$ 743,087	\$ 411,660	\$ 354,982	\$ 766,642	\$ 424,339	\$ 365,916	\$ 790,255	\$ 437,155	\$ 376,966	\$ 814,121
CÉP de l'Est de l'Ontario	\$ -	\$ 383,815	\$ 383,815	\$ -	\$ 395,982	\$ 395,982	\$ -	\$ 408,179	\$ 408,179	\$ -	\$ 420,506	\$ 420,506
CS catholique MonAvenir	\$ -	\$ 206,807	\$ 206,807	\$ -	\$ 213,363	\$ 213,363	\$ -	\$ 219,934	\$ 219,934	\$ -	\$ 226,576	\$ 226,576
CS catholique Providence	\$ 324,922	\$ 292,049	\$ 616,971	\$ 335,222	\$ 301,307	\$ 636,529	\$ 345,547	\$ 310,587	\$ 656,134	\$ 355,982	\$ 319,967	\$ 675,950
CS Viamonde	\$ -	\$ 165,219	\$ 165,219	\$ -	\$ 170,457	\$ 170,457	\$ -	\$ 175,707	\$ 175,707	\$ -	\$ 181,013	\$ 181,013
CSD catholique de l'est ontarien	\$ -	\$ 250,765	\$ 250,765	\$ -	\$ 258,714	\$ 258,714	\$ -	\$ 266,683	\$ 266,683	\$ -	\$ 274,737	\$ 274,737
CSD catholique des Grandes Rivières	\$ -	\$ 102,542	\$ 102,542	\$ -	\$ 105,793	\$ 105,793	\$ -	\$ 109,051	\$ 109,051	\$ -	\$ 112,344	\$ 112,344
CSD catholique du Centre-Est de l'Ontario	\$ -	\$ 182,349	\$ 182,349	\$ -	\$ 188,130	\$ 188,130	\$ -	\$ 193,924	\$ 193,924	\$ -	\$ 199,781	\$ 199,781
CSD catholique du Nouvel-Ontario	\$ -	\$ 129,373	\$ 129,373	\$ -	\$ 133,474	\$ 133,474	\$ -	\$ 137,585	\$ 137,585	\$ -	\$ 141,740	\$ 141,740
CSD catholique Franco-Nord	\$ -	\$ 42,325	\$ 42,325	\$ -	\$ 43,667	\$ 43,667	\$ -	\$ 45,012	\$ 45,012	\$ -	\$ 46,371	\$ 46,371
CSP du Grand Nord de l'Ontario	\$ -	\$ 62,802	\$ 62,802	\$ -	\$ 64,793	\$ 64,793	\$ -	\$ 66,789	\$ 66,789	\$ -	\$ 68,806	\$ 68,806
CSP du Nord-Est de l'Ontario	\$ 123,936	\$ 94,758	\$ 218,693	\$ 127,865	\$ 97,761	\$ 225,626	\$ 131,803	\$ 100,772	\$ 232,575	\$ 135,783	\$ 103,816	\$ 239,599
DSB of Niagara	\$ 949,189	\$ 757,428	\$ 1,706,616	\$ 979,278	\$ 781,438	\$ 1,760,716	\$ 1,009,440	\$ 805,507	\$ 1,814,946	\$ 1,039,925	\$ 829,833	\$ 1,869,757
DSB Ontario North East	\$ -	\$ 187,606	\$ 187,606	\$ -	\$ 193,553	\$ 193,553	\$ -	\$ 199,514	\$ 199,514	\$ -	\$ 205,540	\$ 205,540
Dufferin-Peel Catholic DSB	\$ -	\$ 1,693,461	\$ 1,693,461	\$ -	\$ 1,747,144	\$ 1,747,144	\$ -	\$ 1,800,956	\$ 1,800,956	\$ -	\$ 1,855,344	\$ 1,855,344
Durham Catholic DSB	\$ 430,803	\$ 412,916	\$ 843,718	\$ 444,459	\$ 426,005	\$ 870,464	\$ 458,148	\$ 439,126	\$ 897,274	\$ 471,985	\$ 452,388	\$ 924,372
Durham DSB	\$ 1,709,102	\$ 1,376,176	\$ 3,085,278	\$ 1,763,281	\$ 1,419,801	\$ 3,183,082	\$ 1,817,590	\$ 1,463,531	\$ 3,281,121	\$ 1,872,481	\$ 1,507,729	\$ 3,380,210
Grand Erie DSB	\$ 711,154	\$ 596,606	\$ 1,307,760	\$ 733,698	\$ 615,518	\$ 1,349,216	\$ 756,296	\$ 634,476	\$ 1,390,772	\$ 779,136	\$ 653,637	\$ 1,432,773
Greater Essex County DSB	\$ -	\$ 754,941	\$ 754,941	\$ -	\$ 778,872	\$ 778,872	\$ -	\$ 802,862	\$ 802,862	\$ -	\$ 827,108	\$ 827,108
Halton Catholic DSB	\$ 697,228	\$ 630,079	\$ 1,327,307	\$ 179,330	\$ 650,053	\$ 1,369,383	\$ 741,485	\$ 670,075	\$ 1,411,560	\$ 763,878	\$ 690,311	\$ 1,454,189
Halton DSB	\$ -	\$ 533,298	\$ 533,298	\$ -	\$ 550,204	\$ 550,204	\$ -	\$ 567,150	\$ 567,150	\$ -	\$ 584,278	\$ 584,278
Hamilton-Wentworth Catholic DSB	\$ 804,718	\$ 236,689	\$ 1,041,407	\$ 830,228	\$ 244,192	\$ 1,074,420	\$ 855,799	\$ 251,713	\$ 1,107,512	\$ 881,644	\$ 259,315	\$ 1,140,959
Hamilton-Wentworth DSB	\$ -	\$ 567,243	\$ 567,243	\$ -	\$ 585,225	\$ 585,225	\$ -	\$ 603,250	\$ 603,250	\$ -	\$ 621,468	\$ 621,468
Hastings and Prince Edward DSB	\$ 460,756	\$ 341,385	\$ 802,141	\$ 475,362	\$ 352,206	\$ 827,568	\$ 490,003	\$ 363,054	\$ 853,058	\$ 504,801	\$ 374,019	\$ 878,820
Huron Perth Catholic DSB	\$ 171,987	\$ 54,183	\$ 226,170	\$ 177,439	\$ 55,901	\$ 233,340	\$ 182,904	\$ 57,622	\$ 240,526	\$ 188,428	\$ 59,362	\$ 247,790
Huron-Superior Catholic DSB	\$ 222,665	\$ 166,954	\$ 389,619	\$ 229,724	\$ 172,247	\$ 401,970	\$ 236,799	\$ 177,552	\$ 414,351	\$ 243,950	\$ 182,914	\$ 426,864
Kawartha Pine Ridge DSB	\$ 928,441	\$ 712,511	\$ 1,640,952	\$ 957,873	\$ 735,098	\$ 1,692,970	\$ 987,375	\$ 757,739	\$ 1,745,114	\$ 1,017,194	\$ 780,622	\$ 1,797,816
Keewatin-Patricia DSB	\$ -	\$ 145,265	\$ 145,265	\$ -	\$ 149,870	\$ 149,870	\$ -	\$ 154,486	\$ 154,486	\$ -	\$ 159,151	\$ 159,151
Lakehead DSB	\$ -	\$ 141,822	\$ 141,822	\$ -	\$ 146,318	\$ 146,318	\$ -	\$ 150,824	\$ 150,824	\$ -	\$ 155,379	\$ 155,379
Lambton Kent DSB	\$ 664,839	\$ 497,673	\$ 1,162,512	\$ 685,914	\$ 513,449	\$ 1,199,364	\$ 707,040	\$ 529,264	\$ 1,236,304	\$ 728,393	\$ 545,247	\$ 1,273,640
Limestone DSB	\$ 522,282	\$ 436,641	\$ 958,924	\$ 538,838	\$ 450,483	\$ 989,321	\$ 555,435	\$ 464,358	\$ 1,019,793	\$ 572,209	\$ 478,382	\$ 1,050,590
London District Catholic School Board	\$ 514,812	\$ 368,337	\$ 883,149	\$ 531,132	\$ 380,013	\$ 911,145	\$ 547,491	\$ 391,718	\$ 939,208	\$ 564,025	\$ 403,548	\$ 967,573
Near North DSB	\$ -	\$ 291,472	\$ 291,472	\$ -	\$ 300,712	\$ 300,712	\$ -	\$ 309,974	\$ 309,974	\$ -	\$ 319,335	\$ 319,335
Niagara Catholic DSB	\$ 561,377	\$ 466,988	\$ 1,028,366	\$ 579,173	\$ 481,792	\$ 1,060,965	\$ 597,012	\$ 496,631	\$ 1,093,642	\$ 615,041	\$ 511,629	\$ 1,126,670
Nipissing-Parry Sound Catholic DSB	\$ -	\$ 33,100	\$ 33,100	\$ -	\$ 34,149	\$ 34,149	\$ -	\$ 35,201	\$ 35,201	\$ -	\$ 36,264	\$ 36,264
Northeastern Catholic DSB	\$ 115,913	\$ 73,830	\$ 189,743	\$ 119,588	\$ 76,171	\$ 195,758	\$ 123,271	\$ 78,517	\$ 201,788	\$ 126,994	\$ 80,888	\$ 207,882
Northwest Catholic DSB	\$ 98,825	\$ 46,328	\$ 145,153	\$ 101,957	\$ 47,797	\$ 149,754	\$ 105,098	\$ 49,269	\$ 154,366	\$ 108,271	\$ 50,757	\$ 159,028
Ottawa Catholic DSB	\$ 989,189	\$ 388,717	\$ 1,377,906	\$ 1,020,546	\$ 401,039	\$ 1,421,586	\$ 1,051,979	\$ 413,391	\$ 1,465,370	\$ 1,083,749	\$ 425,876	\$ 1,509,625
Peel DSB	\$ -	\$ 3,042,741	\$ 3,042,741	\$ -	\$ 3,139,195	\$ 3,139,195	\$ -	\$ 3,235,883	\$ 3,235,883	\$ -	\$ 3,333,606	\$ 3,333,606
Peterborough V N C Catholic DSB	\$ 448,480	\$ 365,599	\$ 814,079	\$ 462,697	\$ 377,188	\$ 839,885	\$ 476,948	\$ 388,806	\$ 865,754	\$ 491,352	\$ 400,548	\$ 891,900
Rainbow DSB	\$ -	\$ 220,098	\$ 220,098	\$ -	\$ 227,075	\$ 227,075	\$ -	\$ 234,069	\$ 234,069	\$ -	\$ 241,138	\$ 241,138
Rainy River DSB	\$ -	\$ 41,231	\$ 41,231	\$ -	\$ 42,538	\$ 42,538	\$ -	\$ 43,848	\$ 43,848	\$ -	\$ 45,172	\$ 45,172
Renfrew County Catholic DSB	\$ -	\$ 60,903	\$ 60,903	\$ -	\$ 62,834	\$ 62,834	\$ -	\$ 64,769	\$ 64,769	\$ -	\$ 66,725	\$ 66,725
Renfrew County DSB	\$ -	\$ 245,517	\$ 245,517	\$ -	\$ 253,300	\$ 253,300	\$ -	\$ 261,102	\$ 261,102	\$ -	\$ 268,987	\$ 268,987
Simcoe County DSB	\$ -	\$ 587,385	\$ 587,385	\$ -	\$ 606,005	\$ 606,005	\$ -	\$ 624,670	\$ 624,670	\$ -	\$ 643,535	\$ 643,535
Simcoe Muskoka Catholic DSB	\$ -	\$ 276,448	\$ 276,448	\$ -	\$ 285,212	\$ 285,212	\$ -	\$ 293,996	\$ 293,996	\$ -	\$ 302,875	\$ 302,875
St. Clair Catholic DSB	\$ 275,165	\$ 193,444	\$ 468,610	\$ 283,888	\$ 199,577	\$ 483,465	\$ 292,632	\$ 205,723	\$ 498,355	\$ 301,469	\$ 211,936	\$ 513,406
Sudbury Catholic DSB	\$ -	\$ 80,701	\$ 80,701	\$ -	\$ 83,259	\$ 83,259	\$ -	\$ 85,823	\$ 85,823	\$ -	\$ 88,415	\$ 88,415
Thames Valley DSB	\$ 1,790,290	\$ 1,562,651	\$ 3,352,941	\$ 1,847,042	\$ 1,612,187	\$ 3,459,229	\$ 1,903,931	\$ 1,661,843	\$ 3,565,774	\$ 1,961,429	\$ 1,712,031	\$ 3,673,460
Toronto Catholic DSB	\$ 1,762,084	\$ 2,015,446	\$ 3,777,530	\$ 1,817,942	\$ 2,079,336	\$ 3,897,277	\$ 1,873,934	\$ 2,143,379	\$ 4,017,314	\$ 2,208,527	\$ 2,208,109	\$ 4,138,636
Toronto DSB	\$ 4,852,941	\$ 4,529,586	\$ 9,382,527	\$ 5,006,779	\$ 4,673,174	\$ 9,679,953	\$ 5,160,988	\$ 4,817,107	\$ 9,978,096	\$ 5,316,850	\$ 4,962,584	\$ 10,279,434
Trillium Lakelands DSB	\$ 513,787	\$ 442,883	\$ 956,670	\$ 530,075	\$ 456,922	\$ 986,997	\$ 546,401	\$ 470,995	\$ 1,017,396	\$ 562,902	\$ 485,219	\$ 1,048,122
Upper Canada DSB	\$ 797,965	\$ 692,833	\$ 1,490,798	\$ 823,260	\$ 714,795	\$ 1,538,056	\$ 848,617	\$ 736,811	\$ 1,585,428	\$ 874,245	\$ 759,063	\$ 1,633,308
Upper Grand DSB	\$ -	\$ 339,162	\$ 339,162	\$ -	\$ 349,914	\$ 349,914	\$ -	\$ 360,691	\$ 360,691	\$ -	\$ 371,584	\$ 371,584
Waterloo Catholic DSB	\$ 519,945	\$ 197,833	\$ 717,778	\$ 536,427	\$ 204,104	\$ 740,531	\$ 552,949	\$ 210,390	\$ 763,340	\$ 569,648	\$ 216,744	\$ 786,392
Wellington Catholic DSB	\$ -	\$ 82,010	\$ 82,010	\$ -	\$ 84,610	\$ 84,610	\$ -	\$ 87,216	\$ 87,216	\$ -	\$ 89,850	\$ 89,850
Windsor-Essex Catholic DSB	\$ 543,521	\$ -	\$ 543,521	\$ 560,750	\$ -	\$ 560,750	\$ 578,022	\$ -	\$ 578,022	\$ 595,478	\$ -	\$ 595,478
York Catholic DSB	\$ 1,172,659	\$ 998,693	\$ 2,171,352	\$ 1,209,833	\$ 1,030,352	\$ 2,240,184	\$ 1,247,095	\$ 1,062,087	\$ 2,309,182	\$ 1,284,758	\$ 1,094,162	\$ 2,378,919
York Region DSB	\$ 2,653,309	\$ 2,366,453	\$ 5,019,761	\$ 2,737,418	\$ 2,441,469	\$ 5,178,888	\$ 2,821,731	\$ 2,516,666	\$ 5,338,397	\$ 2,906,947	\$ 2,592,670	\$ 5,499,617

Note: 2022-23 amounts already include the investment previously communicated through the 2022-23 Grants for Student Needs, released February 17, 2022.

## **PART B - LOCAL ARTICLES**

### **L1.00 RECOGNITION**

- L1.01** The Employer recognizes the Canadian Union of Public Employees and its Local 7575 as the sole and exclusive collective bargaining agent of all Employees classified as Educational Assistants, Instructional Assistants, and Student Supervisors employed by the Board. For purposes of clarity, the parties agree that the term "Educational Assistant" includes Speech and Language Assistant, Health Care Assistant, Communicative Disorder Assistant, Pupil Aide and Developmental Program Assistant and Intervener.
- L1.02** The Employer recognizes the right of the Bargaining Unit to authorize CUPE or any CUPE advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent the Members in all matters pertaining to the negotiation and administration of the Agreement.
- L1.03** The Union recognizes the right of the Employer to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of the Agreement.

### **L2.00 MANAGEMENT RIGHTS**

- L2.01** The Union recognizes and acknowledges that the management of the operations and direction of the working force are fixed in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order and efficiency;
  - (b) hire, promote, demote, classify, transfer, layoff, suspend and rehire Employees and to discipline or discharge an Employee for just cause;
  - (c) make, enforce and alter from time to time rules and regulations to be observed by the Employees. When such rules and regulations are instituted or altered the Employer shall provide a copy to the Union and shall concurrently inform all the affected Employees ten (10) working days prior to the effective date.
- L2.02** The Employer agrees that these rights shall be executed in a manner consistent with the terms and provisions of this Agreement and shall be

subject to the right of the Employee and/or the Union to lodge a grievance as set forth herein.

**L2.03** All past practices and policies of the four (4) predecessor Boards which are not explicitly included in this Agreement are hereby rescinded.

**L3.00 NO DISCRIMINATION**

**L3.01** The Board and the Union agree that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to employment by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, gender identity, gender expression, sexual orientation, age, marital status, family status, or disability as those terms are defined in the Ontario Human Rights Code and any other relevant legislation. Situations that arise will be dealt with in accordance with the appropriate Board policy and/or the Ontario Human Rights Code.

**L3.02** There shall be no discrimination against or intimidation of any Employee for reasons of union membership or union activity, or for the exercise of rights provided for in this Agreement.

**L4.00 UNION SECURITY, MEMBERSHIP AND DUES**

**L4.01** Each Employee in the Bargaining Unit shall as a condition of employment, become and remain a member of the Union.

**L4.02** On each pay the Employer will deduct from the pay of each Employee who is covered by this Agreement, union dues as specified in writing by the Union. The Employer shall also deduct any initiation or assessment levies in accordance with the Union's written instructions. In all cases, the Union shall notify the Employer in writing at least thirty (30) calendar days in advance of any changes to the amount of Union dues or levies to be deducted.

**L4.03** All dues so deducted shall be remitted to CUPE Local 7575, by electronic transfer when feasible, not later than the 10<sup>th</sup> of the month following the month in which such deductions are made together with a list of the names, hours worked, of all Employees from whose pay the dues were so deducted (dues/levies/assessment/initiation fees), total regular wages for the period being remitted, the amount deducted, the Employee's job classification, the Employee's location and employment status. The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an Employee as a result of the deduction and remittance of dues by the Employer pursuant to this Article.

**L4.04** The Employer shall invoice CUPE Local 7575 electronically for any recoverable release time by the 15<sup>th</sup> of each month for the previous month.

**L4.05** The Employer shall notify the Union in writing by the 10<sup>th</sup> of the month, of all appointments, hiring, transfers, layoffs/redundancies, recalls and terminations of employment, new classifications, reclassifications concerning Employees covered by this Agreement during the previous month, if applicable. The Employer shall notify the Union of leaves of absences longer than four (4) weeks, if applicable.

## **L5.00 COMMITTEES**

**L5.01** The Employer recognizes the following committees of Employees for the respective purposes shown:

**The Bargaining Committee:** Consisting of not more than five (5) Employees for the purpose of negotiating this Agreement and its renewal. The Union may have one (1) additional delegate whose salary shall be paid for by the Union. Negotiations shall be held at a neutral location unless mutually agreed upon by both parties.

**The Labour Management Committee:** Consisting of not more than six (6) Employees and not more than six (6) representatives of the Employer for the purpose of improving communications between the parties and discussing matters of mutual concern. This committee shall hold monthly meetings on dates set out at the beginning of each school year. The Union and the Employer will exchange agendas of matters for discussion seven (7) calendar days before each regular meeting of the committee. The Committee will also meet at any other mutually agreeable time to discuss urgent matters.

**The Joint Health and Safety Committee:** Consisting of up to two (2) Employees representing the CUPE 7575 Bargaining Unit and up to an equal number of Employer representatives shall be established. The Health and Safety Committee shall hold meetings as required by legislation or as determined by the joint committee for the purpose of considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. The terms of reference shall be established by the Joint Health and Safety Committee and shall be reviewed from time to time as circumstances dictate.

**Early and Safe Return to Work Committee:** A joint committee consisting of not more than three (3) Employees representing CUPE 7575 and not more than nine (9) representatives of the Employer shall be established. The



purpose of the committee will be to establish and implement an Early and Safe Return to Work Program and terms of reference to govern the Committee. The program will provide fair and consistent practices for accommodating Employees who have been ill, injured or disabled, regardless of cause, to enable an early and safe return to work. The terms of reference for the Committee will clarify the employment opportunities for these Employees, based upon the capabilities of the Employees and to establish jobs to which they may return or modify the worker's existing job or other jobs deemed fit to comply with their capabilities. The terms of reference shall be established by the Early and Safe Return to Work Committee and shall be reviewed from time to time as circumstances dictate.

**The Joint Job Evaluation Committee:** The Joint Job Evaluation Committee shall consist of up to six (6) Employees representing all four (4) CUPE Bargaining Units and up to six (6) representatives from the Employer. One representative from each of the Employer and Union will be designated as a non-voting member in order to serve as the Committee Co-chairs. A quorum for a meeting shall consist of at least four (4) voting members from each panel.

**Redeployment Committee:** In the event of reorganization or reduction resulting in the permanent redundancy of position(s) within the Bargaining Unit, the parties will discuss whether the situation warrants the establishment of a Redeployment Committee. Where it is decided that the establishment of a committee would be appropriate, such a committee shall be established not later than two (2) weeks after the notice of job elimination is given to the Union. The Committee shall consist of no more than three (3) representatives from each party. The mandate of the Committee will be to identify potential alternatives to the position elimination, identify vacant positions or positions which may become vacant within a determined time period, identify retraining needs of affected Employees, and make recommendations to the Employer. The Employer and the Union shall meet at the end of the school year to place redundant Employees or Employees not assigned to a position in order to determine their work location for the following September.

**L5.02** The Employer will pay each Employee who is on any of the committees in [Article L5.01](#) at their regular rate of pay for all regularly scheduled straight time lost while attending meetings with the Employer. If a joint committee meeting is scheduled during a lay off period, affected committee members will be recalled to attend the joint committee meeting and they shall be paid at their regular rate of pay.

**L5.03** A representative of the National Union and/or the President for the Local Union may attend meetings of any of the committees in [Article L5.01](#). It is

understood that they do not have any voting privileges where voting on issues is a requirement unless the President is an official committee member, in which case the President will then have voting privileges.

(See also Local [Letter of Understanding](#) for Joint Health and Safety (JHSC) Members)

## **L6.00 UNION REPRESENTATION**

- L6.01** With the prior consent of the Supervisor, Union Representatives shall be allowed to leave work to investigate or process grievances in accordance with the Grievance Procedure in this Agreement and to attend meetings with the Employer as a member of any of the committees in [Article L5.01](#) without loss of pay. Consent shall not be unreasonably withheld. Union Representatives shall not leave work on Union Business, other than as hereinbefore provided, without the prior consent of their Supervisor which consent shall not be unreasonably withheld.
- L6.02** Should an Employee be called to a meeting with the Employer and during the conversation finds that the discussion concerns their work performance, the Employee may request to be joined by a co-worker before the meeting proceeds any further.
- L6.03** The Employer will not enter into any private agreement with an Employee in the Bargaining Unit, the terms of which are contrary to the terms of this Agreement.
- L6.04**
- (a) The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Employer shall provide one (1) copy of the Collective Agreement for each work location within thirty (30) days of signing the Collective Agreement.
  - (b) At the time of hiring, the Employer agrees to provide all new Employees with the current Collective Agreement and any applicable Employer policies and brochures.
  - (c) An Officer of the Union shall be given the opportunity to welcome each new Employee within regular working hours for the purpose of acquainting the new Employee with benefits, duties and responsibilities of Union Membership.

- L6.05** With the prior permission of the Employer the Union may hold meetings on the Employer's property without charge, provided such meetings do not interfere with the operations of the building in which they are held.
- L6.06** The Board shall make available all public session and standing committee minutes and all Board policies and procedures.
- L6.07** The Board shall provide electronic notification to the Union of newly approved or revised Board Policies and Procedures. All Policies and Procedures will be available electronically to all Employees.
- L6.08** Subject to the Employer's right to maintain a qualified work force, leave of absence with pay and without loss of seniority shall be granted to not more than four (4) Employees per classification, per day to conduct Union business. Such time will not exceed a total of sixty (60) working days in one (1) school year plus an additional twenty-five (25) days at the Union's cost. Such leave shall be taken in blocks of not less than one half (½) day.

Requests for additional days, with supporting rationale will be made by the Union in writing. Where approval is granted, the number of additional days will be outlined within a letter of understanding expiring August 30<sup>th</sup> of the current year.

(See also Local [Letter of Agreement F](#): Union Representation Release)

(See also Central [Article C11.00](#) and Local [Letter of Agreement B](#) for Union Representation)

## **L7.00 SENIORITY**

### **L7.01**

- (a) Seniority is defined as length of continuous permanent service within the Bargaining Unit and predecessor Bargaining Units since an Employee's most recent date of hire with the predecessor Boards or the Thames Valley District School Board.
- (b) An Employee shall be considered a probationary Employee until the Employee has completed eighty (80) days worked (or such extensions as agreed by the Employer and the Union). Probationary Employees are entitled to all rights and provisions of this Agreement unless otherwise specified.
- (c) Full-time and part-time Employees accumulate seniority as if they were full-time Employees.

**L7.02** The Employer will prepare a seniority list of all the Employees in the Bargaining Unit by order of Seniority and indicating the name, position title, seniority date, work location/department and employment status (Full-time or Part-Time).

In case of equal seniority, the ranking will be established by lottery and witnessed by the Union. This ranking will be of a permanent nature.

**L7.03** The Employer will update the seniority list and post copies of the revised list electronically on January 30th, September 30th and May 15th of each year during the term of this Agreement. Any concerns with respect to the accuracy of the seniority list have to be submitted to Human Resources within twenty-one (21) calendar days of the posting otherwise the list shall be deemed to be accurate. Written confirmation will be given when changes to seniority dates are to occur.

**L7.04** Information for the Union

The Employer will provide the Union, on September 30<sup>th</sup>, January 31<sup>st</sup>, and March 31<sup>st</sup> with an employee list containing the following information electronically in excel, for all Employees in the bargaining unit:

- (a) Name
- (b) Work Location
- (c) Job title/classification
- (d) Employment status: permanent, temporary
- (e) Contact information (addresses and phone numbers)

**L7.05** All seniority rights of an Employee shall cease and the Employee's employment shall be deemed to be terminated for the following reasons:

- (a) The Employee resigns.
- (b) The Employee is discharged and not reinstated through the Grievance or Arbitration procedures.
- (c) The Employee fails to return from leave of absence, or other approved absence, without notifying the Employer at least twenty-four (24) hours prior to the date of the expiry of the leave, provided such notification is reasonably possible.
- (d) The Employee is absent from work without permission for more than five (5) consecutive working days unless such absence is proven to

the satisfaction of the Employer to have been due to causes beyond the Employee's control.

- (e) The Employee fails to report for work after a lay-off within seven (7) calendar days after receiving notice of recall by registered mail to the last address of the Employee of which the Employer has record or on the recall date whichever is the later, unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the Employee's control. An Employee is responsible for advising the Employer in writing of any address change while on lay-off.
- (f) The Employee is laid off for a period longer than thirty (30) consecutive months.
- (g) The Employee retires.
- (h) The Employee is absent due to illness or injury for a period of twenty-four (24) months where the medical prognosis for future employment and attendance on a regular basis is poor. It is intended that this provision be interpreted in accordance with the *Ontario Human Rights Code* and the *Employment Standards Act*.

**L7.06** An Employee who is absent from work due to illness, accident or approved leave of absence without pay other than as stipulated in [Article L7.08](#), shall continue to accumulate seniority during the period of such absence for a period not exceeding twenty-four (24) consecutive months.

**L7.07** Members of the Bargaining Unit who accept a position outside of their Bargaining Unit may return to the Bargaining Unit without loss of seniority for a period of twelve (12) months only. It is understood that there is no seniority accumulation for the period that they were outside of the Bargaining Unit.

No Employee shall be transferred outside of the Bargaining Unit without their consent.

**L7.08** Employees that accept a position in other units of CUPE 4222 and who at a later date return as the result of a permanent vacancy left unfilled after completion of the posting process will be credited with all seniority accrued within Local 4222.

**L7.09** In the event an Employee moves to a new position in another CUPE bargaining unit, the Employee shall continue to accumulate seniority for a period of two (2) years. Upon the Employee's return, the Employee shall be placed in a position consistent with their qualifications, technical skill, ability, knowledge

and seniority. The provisions of [Article L15.00](#) (Job Vacancies) will also apply to this Article.

If the position in which the Employee has been placed becomes permanent after two (2) years; the Employee shall start to accrue bargaining unit seniority from the first day of accommodation but shall retain years of service as it applies to seniority, vacation, sick leave, benefits and pensions.

In the event the requirements of the Employee's original classification have changed during the absence, the Employer agrees to provide the necessary training.

## **L8.00 SURPLUS/LAY-OFF PROCEDURE**

### **L8.01 Definitions**

- (a) Surplus: Occurs when an Employee is displaced through a staff complement reduction in a location.
- (b) Lay-off: Occurs when an Employee is removed from the payroll due to the fact that the Employee's seniority and/or qualifications does not allow the Employee to fill any positions which may be available in the Bargaining Unit, or the Employee chooses not to exercise their displacement rights.

### **L8.02 Surplus/Lay-Off Procedure**

These procedures are qualified with the provision that Employees have the necessary skill, ability and qualifications for the job in question.

- (a) The Union will be notified of any pending surplus declarations in writing, including name of Employee and location, prior to notification of the surplus Employee.
- (b) Notice of surplus shall be in writing and signed by an authorized representative of the Employer, no less than five (5) working days before the surplus is to take place.
- (c) Displaced Employees will be paid at the rate of pay of their new position.
- (d) When an Employee has been displaced under this Article, they will not be prohibited from applying to future vacancies.

- (e) In the case of permanent lay-offs, the Employer and the Union will meet to discuss whether on-site experience, familiarization or training will allow a displaced Employee to be considered qualified to perform the required work. Where it appears to the Employer that training will allow the senior Employee to become qualified, and depending upon the individual's background and the job in question, a training program of short duration may be made available.
- (f) No full-time Employee in the Bargaining Unit shall be declared surplus, or laid-off by reason of their duties being assigned to one or more part-time Employees.
- (g) Should an Employee be declared surplus and a permanent position becomes available prior to the effective date of the permanent transfer, the surplus Employee(s) from that location will have the first option to return to the location in order of seniority provided the Employee(s) have the skill, ability and qualifications to perform the required work.
- (h) At the first Labour Management Meeting in every school year, and no later than September 30th, the employer will provide the union with a list of all Learning Support Services Educational Assistant positions and locations. These Educational Assistants will not be part of the school complement for Educational Assistants in the event of a school surplus or redundancy.
- (i) In the event of a redundancy, Educational Assistants and Student Supervisors in the above positions will maintain their rights to post as per [Article L15.00](#) (Job Vacancies).
- (j) The Employer will endeavor to notify Educational Assistants where possible of their surplus/redundancy status prior to the permanent-to-permanent postings to allow Employees the opportunity to post for vacancies in accordance with the posting procedures as outlined in [Article L15.00](#).

**L8.03 Surplus – Educational Assistants and Instructional Assistants**

- (a) Should a congregated Special Education Program which includes Educational Assistants/Instructional Assistants be moved from one location to another, the Educational Assistants/Instructional Assistants, will have the option of moving with that Program to the new location or be subject to the surplus procedure.

- (b) When a position is declared surplus and there is more than one (1) Employee in that job classification at that school/department, the displacement will be as follows:
- (i) If the surplus position is less than full-time, the most junior part-time Employee at the location will be displaced.
  - (ii) If there are no part-time Employees, then the most junior full-time Employee in that job classification at that location will have their status reduced. The affected Employee may elect to reduce to part-time and seek an additional part-time position or be declared surplus.
  - (iii) If the surplus position is a full-time position, the most junior full-time Employee in that job classification at that location will be declared surplus regardless if there is a part-time Employee with less seniority at that location.
  - (iv) The Parties may agree that it is necessary to retain the most junior Employee who has specific skills or qualifications which are required to fulfill the job requirements in i), ii) or iii) above due to exceptional circumstances resulting in a student's needs being significantly affected.
  - (v) When a position is declared surplus at a location any Employee at that location may opt to be displaced rather than declaring the most junior Employee surplus, provided that the remaining Employees have the skill, ability and qualifications necessary to perform the required work. Any Employee opting to be displaced must inform the Supervisor within twenty-four (24) hours in writing.
  - (vi) The displaced Employee(s) can displace the most junior Employee if the displaced Employee(s) has the skill, ability and qualifications to perform the required work.
- (c) Should a position be declared surplus during the school year, the affected Employee shall be placed into a vacant position which would include those currently filled by temporary employees as long as the surplus Employee has the skill, ability and qualifications to fill the job. If the vacancy is a permanent vacancy as per [article L15.01\(c\)](#) and has been previously posted through the job vacancy process as outlined in [article L15.01](#), the Employee shall be considered permanently placed into the position. If the vacant position is not permanent or it has not previously



been posted in accordance with [Article L15.01](#), the surplus Employee will be required to apply through the posting process as specified in [Article L15](#).

- (d) There will be no displacement of permanent employees unless there are no available vacant positions for which the affected Employee is qualified for or unless it is outside of the Employee's staffing zone.
- (e) Should an Employee remain without a permanent placement following the posting process, the Employee will be placed in a subsequent vacancy provided the Employee has the skill, ability and qualifications to perform the required duties.
- (f) Once an Employee has been displaced from their work site and qualifies for displacement rights, the Employee may displace the most junior Employee in the same classification or lower classification for which the Employee has the skill, ability and qualifications to perform the required work in:
  - (i) the Employee's staffing zone (northwest, northeast, central, southwest, southeast);
  - or
  - (ii) the staffing zone of the Employee's residence
  - or
  - (iii) Board Wide

The resulting surplus Employees will be laid-off.

#### **L8.04 Surplus of Student Supervisors**

- (a) When a position is declared surplus and there is more than one (1) permanent Employee at that school, the surplus will be based on seniority.
- (b) The most junior permanent Employee at that location will have their hours reduced.
- (c) Once a permanent Employee has been surplus from their school, the Employee may be placed into a permanent position in the same classification in the Employee's staffing zone (northwest, northeast,

central, southwest, southeast). When contacted, the employee must indicate intent to accept the permanent placement or decline the permanent placement and be placed in the temporary pool in their zone.

- (d) Should a position be declared surplus in full during the school year, the affected permanent Employee shall be placed in the temporary pool in their zone.
- (e) Should a position be declared partially surplus during the school year, the affected permanent Employee shall retain their remaining partial permanent hours and be placed in the temporary pool in their zone.
- (f) Permanent Student Supervisors shall be recalled to their home school from the temporary list in order of seniority.
- (g) The Employee must within two (2) working days of receipt of such notice contact Human Resources and advise them of their intent to accept or decline the recall.
- (h) An Employee who fails to report for work or fails to notify Human Resources per (c), (f) and (g) shall have their recall rights and employment terminated unless the Employee's failure to report can be proven to the satisfaction of the Employer, to be beyond the Employer's control.

#### **L8.05 Layoff**

- (a) At any step in the surplus/displacement procedure an Employee may choose not to exercise their displacement rights and accept a layoff.
- (b) Any Employee that elects lay-off or remains without a position following the surplus and displacement process will be laid off.
- (c) Notice of lay-off shall be in writing and signed by an authorized representative of the Employer, no less than ten (10) days before the layoff is to take place, or as provided by the *Employment Standards Act*, whichever is greater.
- (d) Notwithstanding any other provisions in this Agreement, up to five (5) Employees who are officers of the CUPE Locals and who are members of the Bargaining Units shall be the last to be laid-off.

## **L9.00 RECALL FROM LAY-OFF**

- L9.01** Employees will be recalled from lay-off in order of seniority provided they meet the skill, ability and qualifications of the job to be performed.
- L9.02** Notice of recall from a lay-off other than Winter Break, Spring Break, Summer Break, and/or during intercession periods in schools which are on an alternate school year calendar, shall be via phone with a follow-up email and Employees recalled will be allowed seven (7) calendar days from delivery of the email to report for work. Employees are responsible for notifying the Employer in writing regarding changes in the Employee's mailing address or telephone number.
- L9.03** The Employee must within two (2) working days of receipt of such notice contact Human Resources and advise them of their intent to accept or decline the recall.
- L9.04** An Employee who fails to report for work or fails to notify Human Resources per [L9.02](#) and [L9.03](#) shall have their recall rights and employment terminated unless the Employee's failure to report can be proven to the satisfaction of the Employer, to be beyond the Employee's control.
- L9.05** An Employee shall have the right to refuse a recall without loss of recall rights, if the location of the school is farther than 40 km. from the Employees home and seniority will continue to accrue.
- L9.06** Employees recalled for work of a temporary nature may decline the recall without loss of seniority or recall rights. The Employer shall then contact the next laid-off Employee and offering the temporary assignment and so on down the list until all laid-off Employees from the Bargaining Unit have had the opportunity for the temporary assignment. It is understood as per [L9.01](#) above that the Employees must have the skill, ability and qualifications to do the work in question in order to be recalled for temporary assignment.
- L9.07** Employees who change position as the result of the recall procedure above shall be paid according to the rate for the position to which they are being recalled and will maintain the same step on the salary grid that they had at the time of the lay-off.

## **L10.00 NO STRIKE OR LOCKOUT**

**L10.01** The Employer agrees that there shall be no lockout and the Union agrees that there shall be no strike during the term of this Agreement. Lockout and strike shall be defined as in the Labour Relations Act.

**L10.02** An Employee covered by this Agreement shall have the right to refuse to do the work of striking or locked out Employees who are Members of this Union.

## **L11.00 JOB SECURITY**

**L11.01** No Employee will be laid off or have a reduction in assignment as a direct result of the use of volunteers, apprenticeships, co-op students, tutoring programs, practicum students, workfare, or partnerships with community agencies.

**L11.02** No persons including students or government project Employees will be hired until Employees on lay-off have been given an opportunity to work through recall procedure, provided each has the necessary skill, ability and the qualifications to do the work available.

**L11.03** No new Employees will be hired as long as there are qualified Bargaining Unit members on lay-off.

**L11.04** In the event that the Thames Valley District School Board shall merge, amalgamate or combine any of its operations or functions with another Board of Education, the Board will use its best efforts to ensure that:

- (a) Bargaining Unit Employees shall be credited with all seniority rights with the new Employer.
- (b) All service credits relating to vacation with pay, sick leave credits, pensionable service and other benefits shall be recognized by the new Employer;
- (c) Conditions of employment and wage rates with the new Employer shall be at least equal to those contained in this Collective Agreement;
- (d) No Employee(s) shall suffer a loss of employment as a result of the merger;

- (e) Preference in location in the merged Board shall be on the basis of seniority; and
- (f) It will solicit input from the President of CUPE Local 7575 regarding items (a-e) as set forth above and keep the President informed of the status of the discussions involving those items.

**L11.05** Employees whose jobs are not in the Bargaining Unit shall not perform any Bargaining Unit work while Employees qualified to perform the work are able to do so. In the absence of an employee within the classification, the Employer shall endeavour to use another staff member who has the skills, ability, and training to provide services to students. Such Employees shall not be utilized to the extent that it causes the lay-off or reduction in hours of Bargaining Unit members.

(See also Local Central [Letter #3](#) for Job Security)

## **L12.00 GRIEVANCES**

### **L12.01**

- (a) It is the mutual desire of the Employer and the Union that all complaints and grievances shall be resolved as quickly as possible. The parties also agree that it is desirable to resolve differences amicably and informally if possible, and that Employees and Supervisors should try to do so before matters become formal grievances.
- (b) All meetings at which grievances are processed shall be held in camera.
- (c) Employees who are covered by this Agreement shall be required to follow the procedures laid down in this Article and any Employee who appeals directly to any Trustee or official of the Employer shall thereby forfeit all rights under this Article.
- (d) A grievance shall be defined as any differences arising out of the interpretation, application, administration or alleged violation of the Collective Agreement including any question as to whether a matter is arbitrable.
- (e) It is understood the same person will not hear the grievance at more than one (1) step of the grievance procedure.
- (f) A copy of all grievance replies shall be forwarded to the Associate Director, Organizational Support Services or their designate, and the President and Chief Steward of the Union at all steps.

- (g) Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and time for grievance mediation to occur. The Parties will jointly, in equal shares, bear the expenses of the Mediator.

**L12.02**

- (a) In the event of a grievance by an Employee, the Employee or Union shall take the matter up with the Employer within and not after ten (10) working days after the Employee, or Union became aware of the incident or circumstances giving rise to the grievance. The grievor is entitled to be present at all steps in the Grievance Procedure.
- (b) A policy grievance or group grievance shall be taken up within and not after ten (10) working days of the Union/Employee(s) becoming aware of the incident or circumstances giving rise to the grievance. A grievance filed by a group of Employees or a policy grievance of the Union shall be taken up at Step One (1) of the Grievance Procedure.
- (c) A grievance concerning a layoff by reason of a redundancy in the work force may be taken up at Step Two (2) of the Grievance Procedure.
- (d) A grievance which does not involve the immediate Supervisor may be taken up at Step One (1) of the Grievance Procedure.

**L12.03** The following procedure shall be adhered to in processing grievances, save as otherwise provided in this Article:

Informal Complaint:

The Employee shall take the matter up with the Employee's immediate Supervisor. The Employee may, if desired, be accompanied by a Union Steward. The immediate Supervisor shall have three (3) working days within which to reply in writing to the complaint.

**STEP 1** If the Complaint reply is not satisfactory to the Employee, the Steward or the Chief Steward/Deputy Chief Steward may, within and not after ten (10) working days of the receipt of the reply, advise the appropriate Department Manager designate of their intent to proceed to grievance. Should there not be a Department Manager, the Manager of Human Resources or designate shall be so advised. The Manager or designate shall hear the grievance in person within ten (10) working days of the receipt of the notice

and shall give their reply in writing within fifteen (15) working days following the hearing. A grievance at Step One (1) shall be in writing, shall contain a concise statement of the facts complained of, redress sought and be signed by the Employee and the Steward or Chief Steward.

**STEP 2** If the Step One (1) reply is not satisfactory, the Steward or Chief Steward/Deputy Chief Steward may within and not after ten (10) working days of the receipt of the reply (or if no decision is received within the time limits established in Step One (1)) submit the grievance to the Associate Director, Organizational Support Services or designate. Within ten (10) working days the Associate Director, Organizational Support Services or designate shall hear the grievance and shall render a written decision within fifteen (15) working days following the hearing. The Union may within and not after fifteen (15) working days from the date of receipt of the reply, refer the grievance to Arbitration in accordance with the provision of [Article L13.00](#) (Arbitration).

**L12.04** In the event there are more than one (1) Step Two (2) Grievances to be dealt with at the same time, a date shall be set to deal with them, that is mutually agreeable between the Union and the Employer. The time limits shall be extended if required to accommodate this date.

**L12.05** A policy grievance of the Employer shall be in writing and may be initiated by the Associate Director, Organizational Support Services within and not after ten (10) working days of the Employer becoming aware of the incident or circumstances giving rise to the grievance by sending the grievance to the President of the Union by registered mail. If such grievance is not settled within fifteen (15) working days of the date of such delivery, the Employer may refer the grievance to arbitration.

**L12.06** Any of the time limits in this Article may be extended by mutual agreement of the parties in writing.

**L12.07** In no event shall the Employer be required to consider any grievance which, in respect to the incident giving rise to the grievance, has previously been settled on its merits under the Grievance or Arbitration Procedures.

(See also Central [Article C4.00](#), Central [Appendix A](#), Central [Letter #7](#), and Local [Article L13.00](#) for Grievance/Medication/Arbitration Process)

## L13.00 MEDIATION/ARBITRATION

### L13.01

- (a) Parties may agree to use mediation or arbitration.
- (b) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may after duly exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to mediation/arbitration.
- (c) The notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its mediator or its appointee to the arbitration board.
- (d) The two (2) appointees so selected shall proceed to appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within thirty (30) calendar days, the appointment shall be made by the Ministry of Labour for Ontario upon the request of either party.
- (e) The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any Employee affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the Chairperson governs.
- (f) The arbitration board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement; or in anyway modify, add to, or detract from any provision of this Agreement; provided that failure to comply strictly with the provisions of this Article or the provisions of [Article L12](#) (Grievances), shall not render a grievance void but the same may be amended or otherwise dealt with upon proper terms, in any manner which is just and equitable.
- (g) Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the arbitration board, the chairperson/arbitrator or mediator.



(h) Parties may mutually agree to the use of a single arbitrator.

(See also Central [Article C4.00](#), Central [Appendix A](#), Central [Letter #7](#), and Local [Article L12.00](#) for Grievance/Medication/Arbitration Process)

## **L14.00 DISCHARGE, SUSPENSION & DISCIPLINE**

### **L14.01**

- (a) In the event an Employee is suspended as a disciplinary measure and the Employee considers that an injustice has been done, the matter may be taken up at Step One (1) of the Grievance Procedure.
- (b) In the event an Employee is discharged as a disciplinary measure and the Employee considers that an injustice has been done, the matter may be taken up at Step Two (2) of the Grievance Procedure.
- (c) An Employee under criminal investigation or charged with a criminal offence may be suspended with pay, suspended without pay or reassigned as deemed appropriate.

**L14.02** Where an Employee's grievance against discharge or suspension duly comes before an arbitration board, the board may make a ruling:

- (a) confirming the Employer's action, or
- (b) reinstating the Employee with or without compensation for wages and benefits lost (except for the amount of any remuneration the Employee has received elsewhere pending the disposition of the case), or
- (c) disposing of the grievance in any other manner which may be just and equitable.

**L14.03** An Employee may be accompanied by one (1) Union Representative should the Employee so wish, at any meeting with the Employer at which disciplinary action may be imposed, or where there is a review of the Employee's absentee record. Prior to the meeting, the Supervisor shall notify the Employee of their rights to have a Union representative at the meeting. Should the Employee refuse Union representation at the meeting, they shall sign a statement to that effect. With the Employee's consent a copy of the statement will be provided to the Chief Steward.

**L14.04** The Union recognizes that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary Employees.

## **L15.00 JOB VACANCIES – EDUCATIONAL ASSISTANTS**

### **L15.01**

- (a) On or before June 01 of each year, the Employer shall post a notice of vacancy for all Educational Assistant positions which became permanently vacant since the last job posting and which are projected to continue for the following school year as well as all other known positions which will be available on the following September 01. Such vacancies shall be awarded on or before June 25<sup>th</sup> to become effective on or before September 01.
- (b) On or before November 15<sup>th</sup> of each year, the Employer shall post a notice of vacancy for all Educational Assistant positions which became permanently vacant since the beginning of the then current school year. Such vacancies shall be awarded by December 15<sup>th</sup> to become effective on the first day back to school after the Winter Break for elementary and non-semestered schools and on the first day of the second semester for semestered secondary schools.
- (c) In this Article, the expression “permanent vacancy” means a vacancy caused by such events as resignation, retirement, discharge, death or permanent transfer to another position and which is indefinite or long lasting in nature and does not include a vacancy caused by approved or authorized absence from work of an Employee. It also includes new positions.
- (d) The vacancies will be posted electronically for a period of seven (7) working days. The notice shall include the name of the school, location, nature of the position, job classification, hours of work, the qualifications, skills and ability and any special qualifications required, including specific medical procedures if required, the rate of pay and when it is intended to fill the vacancy.
- (e) All interested candidates must apply through an electronic application process. The application will be the determining factor in assessing whether the candidate meets all the qualifications of the position applied for.
- (f) The five (5) most senior applicants regardless of their employment status (Full-time Equivalent) for each position who have the required qualifications, skills and ability or have been deemed to be qualified will be interviewed. An Employee may attend a maximum of five (5) interviews.

- (g) The Employer will determine the Record of Interview form. The Record of Interview form will be shared with the Union when revisions are made. Interview questions will be the same for all candidates within a job competition.
- (h) The candidate with the highest interview score will be selected for the position unless there is less than a ten percent (10%) difference between the highest score and that of a candidate with more seniority in which case the Employee with more seniority will be selected for the position.
- (i) Once this process is completed, all interviewed Employees shall be advised whether they were successful or not.
- (j) Educational Assistants and Instructional Assistants still unplaced after [L15.01 \(a\) and \(b\)](#) will be offered the remaining positions in order of seniority.

**L15.02**

- (a) Successful applicants shall be placed in their position and shall be subject to the following trial periods:
  - (i) thirty (30) days worked if the applicant has posted to a position within the same job classification;
  - (ii) sixty (60) days worked if the applicant has posted to a position within a different job classification.
- (b) If the applicant proves satisfactory, in the new position, the applicant shall be confirmed in writing. The trial period may be extended by mutual consent of the Employer and the Union.
- (c) Notwithstanding the provisions in this Article, when a job classification in a specific location is changed from full-time to part-time the Employee affected by such change will be notified and given the opportunity to remain in the position and seek an additional part-time position in order to retain their full-time status. If there is more than one (1) Employee in the same job classification in that specific location the least senior Employee shall be affected.
- (d) Notwithstanding the provisions in this Article, when a job classification in a specific location is changed from part-time to full-time, part-time Employee(s) in that job classification in that location will be offered the full-time position by order of seniority. Should the Employee(s) not wish

to accept the full-time position, the full-time position will be posted on the following posting date.

- (e) In all instances, the Employee must indicate their intention to the Employer verbally within two (2) working days of receipt of such notice.
- (f) If the successful applicant proves unsatisfactory to the Employer during the trial period, or if the Employee is unable to perform the duties or if the Employee finds the position unsuitable in the case of a new classification, the Employee will be returned to the Employee's former position or another vacant position for which the Employee is qualified in the same job classification, at the Employee's former salary or rate of pay as may any other Employee in the bargaining unit, who was promoted or transferred by reason of such placing.
- (g) If there is no such other vacant position in the same job classification and the former position has been filled, the Employee will displace the individual who was successful in bidding into that position. If there is no other vacant position in the same job classification and in the interim, the former position has been declared permanently surplus, the surplus procedures shall be invoked and the Employee in question shall be considered to be in their former position for purposes of identifying the surplus Employee.
- (h) If an applicant is returned to the applicant's former position or some other position under [Article L15.02 \(a\)](#), the Employer will offer the position to the next qualified, interviewed Employee and should the Employer place any such Employee in the vacant position, paragraph (a) of this Article shall apply.
- (i) When filling temporary bargaining unit positions during a regularly scheduled lay-off, meaning Winter Break, Spring Break, Summer Break and/or intercession periods in schools which are on an alternate school year calendar, permanent Employees who have submitted written notice to Human Resources of their interest in temporary employment and who possess the required skill, ability and qualifications for the temporary position, shall be offered the position on the basis of seniority before any temporary Employees, government project Employees, or students are hired. Should an Employee be offered a temporary position as per above in their own classification, they will be paid at their regular rate of pay.

**L15.03** Notwithstanding [Article L15](#) (Job Vacancies), the parties agree that an Employee covered by this Agreement who is no longer able to perform the

regular duties of their position due to physical limitations supported by medical documentation, shall be given preference to vacant positions as determined by the parties through the Early and Safe Return to Work Committee. It is further understood that the terms of reference for the Early and Safe Return to Work Committee also will provide for the accommodation of Employees that have not been absent from work.

(See also Local [Letter of Agreement for Job Vacancies](#): Student Supervisors)

## **L16.00 JOB EVALUATION AND PAY EQUITY MAINTENANCE**

### **L16.01 Job Evaluation**

The Parties agree that the Job Evaluation process will be maintained according to the Terms of Reference for Job Evaluation currently signed which contains a procedure for classifying new positions created by the Employer and reclassifying or reviewing existing positions.

**L16.02** The parties agree that the job descriptions adopted by the Employer from time to time do not form part of this Agreement but are intended solely for the guidance of the parties. Such job descriptions and all subsequent updates shall be provided to the Union.

### **L16.03 Pay Equity Maintenance**

Further to the Collective Agreement of the parties dated 2000 May 18, the Parties agree that Pay Equity has been achieved and will be maintained in accordance with Section 7(1) of the *Pay Equity Act*.

## **L17.00 WORKING CONDITIONS/HOURS OF WORK**

### **L17.01**

- (a) A full-time Employee shall be an Employee who is assigned from five (5) to seven (7) hours per day. The standard workday for full-time Educational Assistants and Instructional Assistants shall be seven (7) consecutive hours per day. The standard work week for full-time Employees shall be from twenty-five (25) to thirty-five (35) hours Monday to Friday inclusive. The hours of work per day shall be between 0730 and 1630 with a minimum of one-half ( $\frac{1}{2}$ ) hour and a maximum one (1) hour uninterrupted unpaid time for lunch per day and two (2) fifteen (15) minute paid rest periods per day at times determined by their Supervisor/Principal subject to operational requirements at each location. Rest periods may be combined with approval of the Supervisor/Principal.

- (b) A part-time Employee shall mean an Employee who is assigned on average less than five (5) hours per day over a two (2) week period. The standard work week for part-time Employees shall be as determined by the Associate Director, Organizational Support Services or the school Principal. The minimum that a Student Supervisor shall work per scheduled shift is forty (40) minutes. Employees shall also be entitled to one (1) fifteen (15) minute paid rest period for each one half (½) day worked at a time determined by their Supervisor/Principal subject to operational requirements at each location. Rest periods may be combined with approval of the Supervisor/Principal.

**L17.02**

- (a) Time and one half (1 ½) shall be paid for all pre-authorized hours worked in excess of thirty-five (35) hours per week.
- (b) Time off with pay equal to overtime calculated as per [L17.02 \(a\)](#) above may be banked with pre-approval granted by the Principal at the request of the Employee. It is understood that the Employer has the right to maintain a qualified work force, subject to operational requirements. Therefore such time off, if granted, will be taken at a mutually agreed time. Such time off may not be accumulated beyond the end of the following month.
- (c) Bargaining Unit Employees who are assigned duties at two (2) or more locations on the same day shall be provided with adequate travel time between locations exclusive of the lunch and rest period(s). They will also be entitled to claim mileage in accordance with Board Policy.

**L17.03** Whenever possible, overtime will be pre-arranged with the Employee forty-eight (48) hours in advance.

**L18.00 PAID HOLIDAYS**

**L18.01**

- (a) For permanent Employees, the following specified days, shall be recognized a holidays and paid at regular rates based upon the number of scheduled hours for the Employee on that day of the week subject to the Employment Standards Act:

New Year's Day	Good Friday
Thanksgiving Day	Family Day
Easter Monday	Victoria Day
Christmas Day	Boxing Day

- (b) or days observed in lieu of any such holiday and any other day proclaimed by the Federal, Provincial or Municipal governments as a statutory holiday.
- (c) One (1) floating holiday per school year to be observed on a day to be mutually agreed upon between the Employee and the Supervisor, such holiday to be taken before the last scheduled day of work in each school year. A floating holiday cannot be carried over from one year to the next. Floating holidays may not be scheduled during layoff periods. Layoff periods include December, March, summer and intercession layoff periods as well as unpaid professional development days. Floating holidays may be scheduled as one full day or two half days (on a pro-rated basis for Student Supervisors). To be eligible to earn and use the floating holiday the Employee must first have successfully completed their probationary period.

**L18.02** In order to qualify for holiday pay, an Employee must work their full scheduled day immediately preceding and immediately following the holiday concerned and work on such holiday if scheduled to work, unless excused by the Employer.

**L18.03** When any of the holidays noted in [L18.01 \(a\)](#) fall on a Saturday or Sunday, the Employer shall have the choice of granting an alternative day off with pay or an additional day pay after consultation with all Employee groups.

**L18.04** Employees who are on an authorized sick leave during a period in which a paid holiday falls, will be paid for the holiday without a deduction from their sick leave as long as they have been at work at least one full day during the thirty (30) calendar day period preceding the holiday.

**L18.05** Christmas Day, Boxing Day, New Year's Day, Canada Day and Labour Day shall be observed and paid during the first week of Winter Break.

(See also Central [Letter #2](#) for Paid Holidays)

## **L19.00 VACATION PAY**

**L19.01** Effective 2000 September 01, Employees shall be paid vacation pay in lieu of vacation and it shall be paid bi-weekly as follows:

- (a) have completed less than 3 (three) years at 4% of earnings;
- (b) have completed 3 (three) years but less than 9 (nine) at 6% of earnings;

- (c) have completed 9 (nine) years but less than 17 (seventeen) at 8% of earnings;
- (d) have completed 17 (seventeen) years but less than 25 (twenty-five) at 10% of earnings;
- (e) have completed 25 (twenty-five) years or more at 12% of earnings.

**L19.02** In the event that an Employee's service is terminated for any reason, the Employee shall be paid any vacation pay entitlement at the time of their termination on a pro-rata basis. Should an Employee die, the estate shall be credited with the value of the vacation pay on a pro-rata basis.

## **L20.00 SICK LEAVE AND RETIREMENT GRATUITY**

**L20.01** An Employee shall, when required, produce to the Employer evidence of illness satisfactory to the Employer. The Employer will be responsible for any cost. Should the Employer deem it necessary, an Employee may be required to undergo a functional abilities assessment or a medical examination by a physician selected from a list provided by the Employer. The Employer shall be responsible for the cost of the assessment or examination.

**L20.02** When an Employee is absent from work and is entitled to sick leave with pay under this Article, such absence is deemed to be leave of absence with pay.

**L20.03** 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 as referenced in this article.

**L20.04** All Employees who were covered by a Sick Leave Retirement Gratuity Plan with their predecessor Board prior to 1998 January 01, shall continue to be eligible for such plans as clarified in [Appendix A](#) (Gratuities). In the event of the death of an Employee, any gratuity owing will be paid to the estate.

(See also Central [Article C6](#), Central [Letter #2](#) and Central [Letter #5](#) for Sick Leave)



## **L21.00 LEAVE OF ABSENCE**

- L21.01** Except as provided in this Article, whenever an Employee applies for a leave of absence the application shall be in writing. Any such leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted and shall state whether it is with or without pay and shall state the purpose of the leave and the terms, if any on which it is granted (which terms shall not conflict, with any provisions of the Agreement).
- L21.02** An Employee who obtains any leave of absence for one purpose and uses it for another will be subject to discipline or discharge, depending upon the nature of the case.
- L21.03** The Employer may grant a short-term leave of absence without pay to an Employee for exceptional circumstances as determined by the Employer if, in the opinion of the Employer, the Employee's absence will not conflict with its efficient operations. Such leave will not be unreasonably denied. A short-term leave of absence shall not exceed ten (10) working days per school year.

School year within this Article is defined as September 01 to August 31.

- L21.04** Excluding lay-off during the Winter and Spring Breaks as well as the intercession periods in schools which are on the Alternate School Year Calendar, a full-time Employee who is on lay-off or leave of absence without pay in excess of two (2) consecutive weeks in any calendar year shall not earn and accumulate sick leave credits and vacation during such time. This excludes statutory leaves.

### **L21.05 Leaves of Absence Without Pay**

#### **(a) Union Office**

The Manager, Human Resources or designate may grant a leave of absence to an Employee requiring full-time duty at the provincial and/or national level, provided that the Union reimburses the Board for the cost of the Employee's benefits. Such requests shall not be unreasonably denied. The Employee shall continue to accumulate seniority during the period of leave.

Notwithstanding Article [L15.01 \(a\)](#), a vacancy created due to a leave of absence under this Article will not be posted unless the leave of absence exceeds twenty-four (24) months.

**(b) Public Office**

The Manager, Human Resources or designate shall grant a leave of absence to an Employee who is elected to public office for a period of one (1) elected term of office without the loss of seniority. The leave may be renewed for one additional term.

**(c) Long-Term Personal Leave**

The Manager, Human Resources or designate may grant a leave of absence of up to one (1) year with the Employee's Supervisor's approval upon written request under the following:

- (i) the Employee's absence will not conflict with its efficient operations;
- (ii) the request must be received at least three (3) months prior to the leave, except in cases of exceptional circumstances as determined by the Employer;
- (iii) the leave is not for the purpose of working outside of the Board;
- (iv) the leave shall be without pay or sick leave and time of leave shall not count for calculation of vacation and/or salary increments where applicable;
- (v) the Employee may continue participation in all benefit plans by paying 100% of the premium cost unless covered by another policy acceptable by the Board's Insurance company;
- (vi) the Employee may request an extension of up to a maximum of one additional twelve (12) month period. Any such request shall be made no later than three (3) months prior to the expiration of the leave;
- (vii) the Employee shall continue to accrue seniority for up to twenty-four (24) months.

(d) The Manager, Human Resources or designate may grant a leave of absence to an Employee to complete a trial or within the Board but outside of the Bargaining Unit.

## **L21.06 Leaves of Absence With Pay**

### **(a) Bereavement Leave**

The Supervisor or Manager shall grant up to three (3) days in the case of the death of a member of the immediate family. When used herein, immediate family shall include parents, siblings, spouse or partner, child, spouse/partner's parents, child's spouse, spouse/partner's siblings, legal guardian, grandchild, grandparent or person who has acted as a parent in lieu of the natural parent.

Notwithstanding the above, the leave may be extended by a maximum of two (2) days subject to the approval of the Manager, Human Resources or designate.

It is understood that the granting of Bereavement Leave shall include travel time, where necessary, and it is subject to the approval of the Manager, Human Resources or designate.

One (1) day shall be granted in the case of the death of an aunt or uncle.

In order to qualify, the Employee must:

- (i) have completed the probationary period;
- (ii) provide satisfactory proof of death and;
- (iii) be on the active payroll of the Employer and not on leave of absence, sick leave, W.S.I.B. benefits, vacation or lay-off.

### **(b) Examinations**

The Manager or Supervisor shall grant an Employee a leave of absence with pay for the purpose of writing examinations involving courses of instruction provided any such course has previously been approved and recognized by the Employer for the purpose of improving the Employee's qualifications in the Employer's service.

### **(c) Jury Duty & Court Witness**

The Manager, Human Resources or designate will grant a leave to an Employee who is summoned to serve as a juror or is required by Writ or Subpoena to appear in court as a witness (not on the Employee's behalf) and will be paid the Employee's regular pay for the day required to be in

court, provided the Employee presents to the Employer the process which required the Employee's presence in court and pays over to the Employer the amount received as such juror or witness (less travel and living expense).

**(d) Religious Holidays**

The Manager, Human Resources or designate shall grant a leave to an Employee for religious holidays in accordance with Board Policy.

**(e) Quarantine**

The Manager, Human Resources or designate shall grant a leave to an Employee who is absent from work because of exposure to a common case disease, or the Employee is quarantined or otherwise prevented from working by order of the medical health authorities.

**(f) Graduation**

The Supervisor or Manager shall grant up to one (1) day per school year for the Employee to attend their own graduation ceremonies, or the convocation of a child, spouse or partner.

**(g) Compassionate Leave**

The Supervisor or Manager shall grant one (1) day per school year for compassionate reasons due to an emergency situation or to attend the funeral of a close friend or family member not included in [Article L21.06 \(a\)](#), or on the birth or adoption of a child.

**(h) Casual Time Off**

The Supervisor or Manager may grant casual time off to an Employee without the necessity of a written request to a maximum of two (2) hours.

**(i) Local Union Office**

At the request of the Union, the Manager, Human Resources or designate shall grant full-time release to the President of CUPE 7575.

At the request of the Union, the Manager, Human Resources or designate shall grant full-time or half-time release to a maximum of three (3) full-time equivalency (FTE) for CUPE 7575 Employees as named by the Union.

Leaves of absence shall not be unreasonably denied and shall be granted as per the following conditions:

- (i) In the event an Employee requires half-time leave, the Union and the Employer shall meet to establish a mutually agreeable staffing arrangement that ensures operational efficiency and continuity. The staffing arrangement shall be consistent with the Employee's current classification, where possible. In the event that maintaining the Employee in their current classification is not possible, the Employee shall continue to receive their current rate of compensation.
- (ii) The Union will reimburse the Board on a monthly basis the salary and the full benefit costs. Any sick leave taken shall be deducted from the Employee's sick leave bank, therefore the Union shall not be responsible for reimbursement or payment of sick leave.
- (iii) The Employee shall be treated for all purposes, including but not limited to the payment of salary and benefits and the accumulation of seniority, sick leave and vacation as if working at their normal assignment.
- (iv) Notwithstanding [Article L15.01 \(a\)](#), vacancy created due to a leave of absence for the Local President under this Article will not be posted unless the leave of absence exceeds twenty-four (24) months.
- (v) Up to two (2) additional Executive Members of Local 7575 may work during the Summer Break up to two (2) weeks at the conclusion of the school year and up to two (2) weeks prior to the commencement of the new school year.

Requests to work during the Summer Break will be made to the Manager, Human Resources in writing at least two (2) weeks in advance. Such requests will identify the Executive Members and specific dates planned for each.

- (vi) The President would be recognized as and maintain a twelve (12) month position with the rights, applicable deductions and entitlements to vacation as applicable to a twelve (12) month employee. Vacation time for this position will only be approved for use granted by the Employer during regular lay-off periods of the Educational Assistant job classification.

Note: All leaves of absence will be on a pro-rated basis for Student Supervisors.

**L21.07 Act of Nature, Family Illness Or Accident, And Indigenous Leave**

Leave will be granted under this article up to a maximum of five (5) days as of September 01. Days available will be prorated based upon the work week. Any changes in the assigned hours will result in a pro-rata adjustment in the credited days. Credit days may not be carried beyond August 31<sup>st</sup> in any given year.

**(a) Act of Nature**

- (i) An Employee who is unavoidably absent due to a local act of nature over which no one has control may be granted up to three (3) days leave per school year.
- (ii) An Employee who is delayed by local weather conditions but arrives at their work location as soon as possible during their regular scheduled hours of work or who are sent home due to the closure of their workplace will not have a salary deduction made.

**(b) Family Illness or Accident**

When an Employee is the only member of their family available to care for the needs of their immediate family due to illness or accident, an Employee may request to use up to five (5) days per school year. For purposes of this Article, immediate family will be partner, child or parent.

**(c) Indigenous Leaves**

The Employer shall allow Indigenous Employees to use existing short-term for the purpose of:

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

(See also Central [Letter #2](#) for Short-Term Paid Leaves)

**L21.08 Return from Leaves**

An Employee returning from a leave of absence shall return to their former position and location they held at the time of the leave unless they have been laid off or displaced in accordance with the provisions of the Collective Agreement.

**L21.09 Self-Funded Leave Plan**

(a) The Self-Funded Leave Plan shall afford an Employee the opportunity to enter into an agreement with the Board to take a one (1) year Self-Funded Leave. During the leave term the Employee shall agree to be paid at:

- |       |                |               |
|-------|----------------|---------------|
| (i)   | 5/6 leave plan | 83% of salary |
| (ii)  | 4/5 leave plan | 80% of salary |
| (iii) | 3/4 leave plan | 75% of salary |
| (iv)  | 2/3 leave plan | 67% of salary |

normally paid under the current Collective Agreement in each of these years.

Under the following alternatives:

- |       |                |               |
|-------|----------------|---------------|
| (i)   | 5/6 leave plan | 17% of salary |
| (ii)  | 4/5 leave plan | 20% of salary |
| (iii) | 3/4 leave plan | 25% of salary |
| (iv)  | 2/3 leave plan | 33% of salary |

shall be withdrawn by the Board in each of the years leading up to the Self-Funded Leave year. The amounts withdrawn shall be invested by the Board. The amount withdrawn plus accrued interest shall be paid to the Employee during the year of leave.

- (b) During all years that the individual Employee is participating in the Self-Funded Leave Plan, all Employee benefits shall be maintained at a level as if the Employee was being paid at 100% of salary. Premium costs during the Self-Funded Leave will be paid in full by the Employee. During the Self-Funded Leave year, the Board shall deduct from each pay an amount equivalent to the total monthly premium costs paid on the Employee's behalf.
- (c) The Board assumes no responsibility for any consequences arising out of the implementation of the Plan related to its effect on the Pension Plan

provision, income tax implications, Employment Insurance and the Canada Pension Plan.

### **Qualifications and Application**

- (d) To be eligible for a Self-Funded Leave, an Employee must have at least three (3) years of continuous employment with the Thames Valley District School Board.
- (e) Applications for a Self-Funded Leave shall be made to the principal/supervisor who shall forward such application to the Manager, Human Resources six (6) months prior to the start of the elected Plan.
- (f) The application form shall set out the period in which the Plan is to be effected and the time period in which the Employee requests the leave position.
- (g) Applications shall be considered by the Human Resources Department.
- (h) It is understood that the granting of the Self-Funded Leave to an Employee is the sole responsibility of the Board and such a leave will only be granted on the basis that:
  - (i) there will be no financial impositions to the Board;
  - (ii) it will not create additional work for other Employees;
  - (iii) the Employee can be replaced by a casual with no resulting training costs to the Board;
  - (iv) there will be no reduction of service to the students, staff or the community;
  - (v) all or part of the position may be kept vacant for the duration of the leave;
  - (vi) the Employee must return to work for the Board or with an Employer that participates in the same or similar arrangement upon completion of the leave for a period of time not less than the duration of the Leave of Absence (as stipulated by Canada Revenue Agency).



- (i) Written acceptance or denial of the Employee's request will be forwarded to the Employee at least four (4) months prior to the commencement of the plan.

### **Conditions and Terms of Reference**

- (j) On return from leave, an Employee shall be assigned to their former position and location except in the case of:
  - (i) An accepted promotion.
  - (ii) A requested and accepted transfer.
  - (iii) The elimination of the position held when the leave was granted. In the event that the position no longer exists or the Employee has been bumped, the Employee will be governed by the applicable provisions of the Collective Agreement as it pertains to redundancies.
  - (iv) An Employee participating in the Plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one year leave not been taken, including credit for one year's seniority.
  - (v) During the year of leave, the Employee participating in the Plan shall not accumulate sick leave nor shall be eligible for sick leave until the completion of the leave.
  - (vi) It is understood that OMERS will treat the year of leave as Broken Service, which the Employee could purchase at double contributions on 100% of annual salary (i.e. by paying both their contributions and the Employer's contributions for that year).
  - (vii) During the working years, Employee contributions to OMERS are based on the Employee's full salary.
  - (viii) For Employees contributing into the Teachers' Pension Plan, superannuation deductions are to be continued as provided by the Teachers' Superannuation Act and according to the policies of the Teachers' Pension Plan Board during all years that the Employee is participating and including the year of leave.
  - (ix) An Employee may withdraw from the Plan any time prior to taking the Self-Funded leave of absence provided that the

Employee has applied to the Review Committee for withdrawal and the reasons have been accepted. Upon withdrawal, any monies accumulated, plus interest owed less a one hundred dollars (\$100) cancellation administrative fee shall be repaid to the Employee within sixty (60) days of the notification of the Employee's desire to leave the Plan.

- (x) Should an Employee die while participating in the Plan, any monies accumulated, plus interest earned at the date of payment, shall be paid to the Employee's estate.
- (xi) Every Employee who wishes to take part and who is accepted in the Self-Funded Leave Plan shall enter into a memorandum of agreement which sets out the terms and conditions of the Self-Funded Leave.
- (xii) Income tax shall be deducted on the actual amounts received by the Employee during each of the years of the Plan, subject to the income tax regulations in effect at that time.
- (xiii) Canada Revenue Agency stipulates that the Employee receive no salary from their Employer during the leave other than payment of the deferred salary and the statutory benefits that the Employer would normally pay to or on behalf of the Employee.
- (xiv) Canada Revenue Agency stipulates that the Leave of Absence, may, with the consent of the Board given not less than six (6) months prior to the scheduled date, be postponed for one (1) year only. Under no circumstances shall such delay or deferral exceed one (1) school year and the participant must take their leave at the end of such time or withdraw from the plan at that time. This postponement will not move the commencement of the leave beyond six (6) years from the date of enrollment in the Plan.

(See also Central [Letter #2](#) for Short-Term Paid Leaves)

## **L22.00 PREGNANCY/PARENTAL/ADOPTION LEAVES**

Employees shall be granted pregnancy/parental/adoption leaves in accordance with the Ontario *Employment Standards Act* as amended from time to time.

The Employer shall pay Employee's who qualify 100% wages for the EI waiting period in Accordance with the *Employment Standards Act* as amended from time to time.

#### **L22.01 Pregnancy Leave**

- (a) The Employer shall grant to a pregnant Employee, who has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Pregnancy Leave of seventeen (17) weeks or such shorter leave as the Employee requests. The leave may commence anytime within the seventeen (17) weeks prior to the expected date of birth up to and including the employee's due date. (For mutually agreed to extensions of related leaves see [Article L22.02](#) Pregnancy/Parental/Adoption Leave).
- (b) Requests for Pregnancy Leave shall be made in writing on the Application for Pregnancy/Adoption/Parental Leave Form (for Permanent Support Staff, for Temporary Support Staff) and submitted to the Manager, Human Resources or designate as far in advance as possible but in no case any later than two (2) weeks before the expected date of birth.
- (c) The written request for a Pregnancy Leave shall contain:
  - (i) the start date of the Pregnancy Leave; and
  - (ii) the end date of the Pregnancy Leave.
- (d) The Employer may request a completed Medical Certificate from a legally qualified medical practitioner indicating the expected date of delivery.
- (e) A Pregnancy Leave shall be without pay.
- (f) Notwithstanding Article [L22.01 \(e\)](#), the Employer shall provide for an Employee on Pregnancy Leave a Supplementary Employment Benefit (SEB) Plan approved by Service Canada. Refer to Central [Letter of Understanding #2](#).
  - (i) Full-time and part-time permanent Employees who are 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).

- (ii) 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.
  - (iii) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. Summer Break, Spring Break, etc.), the full eight (8) weeks of top up shall continue to be paid by the Employer.
  - (iv) 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.
  - (v) 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.
  - (vi) Employees not defined above have no entitlement to the SEB benefits outlined in this article.
- (g) Provided that such alteration does not contravene the provisions of the Act, an Employee may alter the requested date of a Pregnancy Leave:
- (i) to an earlier date if the Employees give the Manager, Human Resources or designate at least two (2) weeks written notice before the earlier start date; or
  - (ii) to an earlier date due to the complications caused by pregnancy or because of a miscarriage, premature birth or still birth and the Employee provides the Manager, Human Resources or designate with written notice and medical certification within two (2) weeks after the Employee starts the leave; or
  - (iii) to a later date if the Employee gives the Manager, Human Resources or designate at least two (2) weeks written notice before the date the leave was to begin.

- (h) An Employee may alter the requested termination of Pregnancy Leave:
  - (i) to an earlier date if the Employee gives the Manager, Human Resources or designate at least four (4) weeks written notice before the earlier termination date; or
  - (ii) to a later date if the Employee gives the Manager, Human Resources or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of the *Employment Standards Act*.
- (i) An Employee returning from Pregnancy Leave shall return to the position most recently held, unless the Employee would otherwise have been declared surplus or redundant to the system in which case the provisions of Articles [L8.00](#) & [L9.00](#) (Surplus/Lay-off Procedures and Recall From Lay Off) shall apply, if applicable.
- (j) Seniority shall continue to accrue for the period of the Pregnancy Leave or any extension of Parental Leave up to a period of twenty-four (24) months.

(See also Central [Article C12](#) for Statutory Leaves of Absence and Central [Letter #2](#) for Pregnancy Leave)

#### **L22.02 Parental/Adoption Leave**

- (a) The Employer shall grant to an Employee who becomes a parent, provided the Employee has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Parental/Adoption Leave of thirty-five (35) or thirty-seven (37) weeks or such shorter leave as the Employee requests.
- (b) A birth mother requesting a Parental Leave must commence the leave on the date following the conclusion of her Pregnancy Leave. In the case of adoption, the leave may commence anytime within the fifty-two (52) week period following the child coming into the custody, care and control of a parent for the first time.
- (c) The other parent requesting a Parental/Adoption Leave may commence that leave anytime within the fifty-two (52) week period following the actual date of birth, or the fifty-two (52) week period following the child coming into the custody, care and control of a parent for the first time. The term “other parent” includes the other birth parent and a person

who is in a relationship of some permanence with a parent of the child who intends to treat the child as their own.

- (d) Requests for Parental/Adoption Leave shall be made in writing on the Application for Pregnancy/Adoption/Parental Leave Form (for Permanent Support Staff, for Temporary Support Staff) and submitted to the Manager, Human Resources or designate as far in advance as possible but in no case any later than two (2) weeks before the requested start date of the leave.
- (e) The written request for a Parental/Adoption Leave shall contain:
  - (i) the commencement date of the leave;
  - (ii) the termination date of the leave; and
  - (iii) the date or expected date of birth of the child or in the case of adoption, the date or expected date of the child coming into the custody, care and control of the parent for the first time.
- (f) A Parental/Adoption Leave shall be without pay.
- (g) Notwithstanding [Article L22.02 \(f\)](#), the Employer shall provide for an Employee on Parental/Adoption Leave a Supplementary Employment Benefit (SEB) Plan approved by Services Canada. Refer to Central [Letter of Understanding #2](#).
  - (i) Full-time and part-time permanent Employees who are eligible for Parental/Adoption 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 child(ren) coming to the care, custody or control of the Employee with no deduction from sick leave or the Short-Term Leave Disability Program (STLDP).
  - (ii) 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.
  - (iii) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e., Summer, Spring, or Winter

Break, etc.), the full eight (8) weeks of top up shall continue to be paid by the Employer.

- (iv) 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 child(ren) coming to the care, custody or control of the Employee, whichever is less.
  - (v) Employees not defined above have no entitlement to the SEB benefits outlined in this article.
- (h) The Employer shall continue to pay its normal share of the premiums for such benefits as the Employee is currently enrolled in, for the part of the statutory thirty-five (35) or thirty-seven (37) week Parental/Adoption Leave taken by the Employee.
  - (i) Except for the Long-Term Disability Plan, Employees may opt not to continue benefits during the leave period by providing written notice to the Manager, Human Resources or designate that they do not intend to pay their share of contributions.
  - (j) The Sick Leave Plan shall not apply during the Parental/Adoption Leave nor shall the current sick leave allowance nor any fraction thereof. Benefits accrued to the commencement of the Parental/Adoption Leave shall be reinstated at the agreed upon termination of the Parental/Adoption Leave if the Employee returns to work.
  - (k) Provided that such alteration does not contravene the provisions of the Act, an Employee may alter the requested date of a Parental/Adoption Leave:
    - (i) to an earlier date if the Employee gives the Manager, Human Resources or designate at least two (2) weeks written notice before the earlier start date; or
    - (ii) to an earlier date if the child comes into custody, care and control of a parent for the first time sooner than the expected date and the Employee provides the Manager, Human Resources or designate with written notification within two (2) weeks after the Employee starts the leave; or

- (iii) to a later date if the Employee gives the Manager, Human Resources or designate at least two (2) weeks written notice before the date the leave was to begin.
- (l) An Employee may alter the requested termination date of a Parental/Adoption Leave:
  - (i) to an earlier date if the Employee gives the Manager, Human Resources or designate at least four (4) weeks written notice before the leave was to end and the earlier date does not contravene the provisions of the Employment Standards Act; or
  - (ii) to a later date if the Employee gives the Manager, Human Resources or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of the *Employment Standards Act*.
- (m) An Employee returning from a Parental/Adoption Leave shall return to the position most recently held, unless the Employee would otherwise have been declared surplus or redundant to the system in which case the provisions of Articles [L8.00](#) & [L9.00](#) (Surplus/Lay-off Procedure and Recall From Lay-Off) shall apply, if applicable.
- (n) Extended leaves may be requested in writing by Employees who are on or will be on a Parental Leave. These are leaves that continue beyond the statutory thirty-five (35) or thirty-seven (37) week Parental/Adoption Leave period and may be granted by the Manager, Human Resources or designate on the basis of the mutual consent of the Employee and the Employer but shall not exceed one (1) year.
- (o) Employees who extend a leave under [Article L22.02 \(n\)](#) beyond the statutory limits for Pregnancy/Parental/Adoption Leaves shall maintain the level of benefit coverage that was established during the statutory leave period at their own expense for the duration of the extended leave.
- (p) Seniority shall continue to accrue for the Period of the Parental/Adoption Leave up to a period of twenty-four (24) months.

(See also Central [Letter #2](#) for Parental Leave)

## **L23.00 RETIREMENT**

- L23.01** Pre-retirement assistance will be made available to all retiring employees.



## **L24.00 WORKERS' SAFETY AND INSURANCE BOARD BENEFIT**

- L24.01** A Bargaining Unit Employee who is absent as a result of an accident/injury at the Employer's workplace shall continue to receive full salary and Employee benefits for a maximum of four (4) years and six (6) months or approval for LTD. Upon approval of long-term disability benefits, the Employee shall receive only those benefits to which the Employee is entitled by W.S.I.B. regulations and/or long-term disability benefits under the Board's long-term disability plan and payments are paid directly to the Employee by W.S.I.B. or the insurance carrier.
- L24.02** During the period of time that an Employee is in receipt of W.S.I.B. benefits the Employee shall be governed by the terms of the Collective Agreement and applicable legislation as it applies to seniority, vacation, sick leave, benefits and pensions.
- L24.03** Employees shall be released from work without loss of wages or benefits in order to attend their W.S.I.B. appeal hearing and/or tribunal.

(See also Central [Article C6.1\(f\)](#) and Central [Letter #2](#) for WSIB)

## **L25.00 LONG-TERM DISABILITY AND EMPLOYMENT INSURANCE**

- L25.01** Employees, if eligible for the Long-Term Disability Plan, will pay one hundred percent (100%) of the Long-Term Disability Plan premiums.
- L25.02** The Employer shall return prior to May 31st to each Employee, the Federal Employment Premium Rebates to which the Employees are entitled to for the previous twelve (12) months. An application will be made by the Employer to Service Canada for the Student Supervisors. If approved, the above language will apply.
- L25.03** Participation in the Long-Term Disability Plan is compulsory for full-time Employees. The full premium costs shall be paid by the Employees through payroll deductions. The Union will arrange for the Board to receive a current master policy and amendments. The Board will co-operate with the enrolment, deductions and remittance of premiums and provision of available necessary data to the insurer. The Union is responsible for selecting the carrier, processing and administration of claims and for the resolution of any disputes between the Employee and the carrier. The Long-Term Disability Plan is the responsibility of the Union.

(See also Central [Article C6.1](#) and Central [Letter #2](#) for Long-Term Disability)

## **L26.00 TEMPORARY EMPLOYEES**

- L26.01** A temporary or casual Employee may be hired for a defined term or task to replace a permanent Employee who is absent or to fill a vacancy until such time as the job posting process has been completed, provided that the Employee has the required skill, ability and qualifications.
- L26.02** Temporary Employees shall be paid the minimum rate of the position they were hired for as outlined in [Schedule A](#) (Rates of Pay).
- L26.03** Temporary Employees shall be eligible for statutory holiday and vacation pay in accordance with the *Ontario Employment Standards Act*.
- L26.04** Temporary Employees shall pay Union dues in accordance with [Article L4](#) (Union Security, Membership and Dues).
- L26.05** No permanent Employee who has acquired seniority under this agreement will be laid-off nor shall a layoff be prolonged by reason of the Employer hiring, retaining Employees under this Article, nor will regular hours be reduced because of the use of a temporary Employee.
- L26.06** The Employer shall forward to the Union each month by the 10th of the following month, one (1) copy of the "Temporary Report". The report will indicate the name of all temporary Employees working the previous month, the days worked and the location of the assignment.

(See also Central [Article C10](#) and Local [Letter of Understanding](#) for Temporary Employees)

## **L27.00 TECHNOLOGICAL/METHODOLOGY CHANGE**

- L27.01** For the purpose of this Agreement, technological/methodology change shall mean the introduction of equipment, material or processes different in nature from that previously utilized by the Employer.
- L27.02** Should it become necessary to introduce technological/methodology changes which may have an effect on the employment status of Bargaining Unit Employees:
- (a) The Employer will notify the Union as far as possible in advance of their intentions and will advise the Employees affected not less than three (3) months prior to such changes.

- (b) The Union will also be provided with information as new developments arise and modifications are made.
- (c) The Employer will provide the Union with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on Employees.

**L27.03** The Notice to the Union shall be given in writing and shall contain pertinent data, including:

- (a) the nature of the change;
- (b) the date on which the Employer proposes to effect the change;
- (c) The approximate number, type and location of Employees likely to be affected by the change; and
- (d) the effects the change may be expected to have on Employees working conditions and terms of employment.

**L27.04** The Employer agrees to provide appropriate training and/or training resources where it is demonstrated that an Employee, whose position is affected by technological/methodology changes, may be able to retain their position with such training. The training period shall not exceed ninety (90) consecutive calendar days. During such training period, the Employee shall continue to be paid at their regular rate of pay and regular hours of work.

**L27.05** An Employee who is displaced from their job as a result of technological/methodology change shall exercise their rights under Article L8.00 (Surplus/Lay-off Procedure).

**L27.06** Current job classifications which are changed as a result of technological change shall be automatically included in the Bargaining Unit unless the Union and the Employer mutually agree to exclude them.

## **L28.00 GENERAL**

### **L28.01 Medical Procedures - Pupils**

The Employer shall not require any Employee to administer medication or perform any medical or physical procedure that might in any way endanger the safety of the pupil or subject the Employee to the risk of injury or liability for negligence without proper training and procedure in place. These

procedures shall be done in accordance with the Policy/Program Memorandum No. 81 or subsequent revisions.

**L28.02 Board to Provide Insurance**

The Board shall provide adequate insurance protection for Educational and Instructional Assistants against risk arising in the course of their employment that may involve pecuniary loss or liability on the part of Educational/ Instructional Assistants covered by the Agreement.

**L28.03 Correspondence**

All routine correspondence between the two (2) parties (except as specified elsewhere in this Agreement) shall pass between the appropriate Manager of Human Resources and the Union President or designate.

**L28.04 Use of Services**

The Union shall have the use of the Employer's internal courier service for communicating with the Employer. Use of the Employer's e-mail system to communicate with Bargaining Unit Employees requires the prior approval of the Associate Director, Organizational Support Services or designate in every instance.

**L28.05 Designation of Supervisor:**

Unless notified otherwise, the Principal of the school or department is the employee supervisor.

**L29.00 BULLETIN BOARDS**

**L29.01** The Union shall have the use of a bulletin board in the Employer's premises for the purposes of posting notices relating to the Union business or Employee matters.

**L30.00 PERSONNEL FILE**

**L30.01** An Employee shall have the right at any time to have access to and have copies of their personnel file by making an appointment through Human Resources. The Employee may have a copy of any document in the file.

**L30.02** An Employee shall be entitled to dispute the content of documents contained in the personnel file by providing to the Board written notice of the dispute,

which sets forth the Employee's opinion of the error or inaccuracy. Such notice shall be part of the Employee's personnel file.

- L30.03** Should an Employee dispute the accuracy or completeness of information in the personnel file the Board shall, within fifteen (15) working days from receipt of a written request by the Employee stating the alleged inaccuracy, either confirm, amend or remove the information and shall notify the Employee in writing of its decision including reasons for that decision. Thereafter, derogatory documents stand unless altered or removed as a result of a timely grievance or by virtue of the application of [Article L30.05](#).
- L30.04** Where Human Resources amends or removes such information pursuant to [Article L30.02](#), Human Resources shall, at the request of the Employee, notify all persons who received a report based on the inaccurate information.
- L30.05** In the event that a period of twenty-four (24) calendar months of active employment has elapsed since a derogatory notation was issued to an Employee, such derogatory notation shall be removed from the Employee's personnel record. For the purpose of this Article, lay-off periods are considered active employment.
- L30.06** The Board shall keep any medical information in separate files which only may be accessed by appropriate health care professionals and Board/Union representatives involved in matters where medical information is relevant and signed authorization has been provided. An Employee shall have the right at any time to have access to and have copies of their medical file by making an appointment through the appropriate Board Representative and completing the required form. The Employee shall be entitled to Union Representation if requested when viewing said file.

## **L31.00 EXPENSE REIMBURSEMENT**

### **L31.01 Mileage**

- (a) Employees required and authorized by the Employer to use a personal automobile in the performance of their normal duties shall be compensated for mileage traveled in accordance with the Board policy which may be changed from time to time.
- (b) Employees required and authorized by the Employer to transport students during the performance of their duties, shall receive an additional \$0.10 per kilometer above the rate set by Board Policy.

- (c) Employees do not receive mileage reimbursement for attendance at professional development activities scheduled on the professional development days.

**L31.02 Attendance at Courses/Seminars/Conference**

- (a) Where an Employee is specifically required by the Employer to undertake any course of instruction, or attend any seminar or conference outside the Employees place of work, reimbursement for traveling expenses shall be paid by the Employer at the rates established for Employees in its Policies, By-laws, and Regulations.
- (b) The Employer shall reimburse Employees for transportation and traveling expenses within the boundaries of the Board where such Employees are required by the Employer to undertake any course of instruction or attend any seminar or conference. Such reimbursement for transportation and traveling expenses within the boundaries of the Board shall be from place of work to the place of instruction, seminar or conference and return to place of work.

**L31.03 Tuition Fees**

The Employer agrees to consider reimbursement to permanent Employees for the amount of tuition or part thereof for any course of instruction undertaken and successfully completed by the Employee, subject to the following conditions:

- (a) availability of funds;
- (b) the Employee must submit the content of the course to the Employer and receive the Employer's approval hereto prior to the commencement of the course;
- (c) the subject matter of the course must be such as to improve the capability of the Employee and for the betterment of the Employer.

**L32.00 PAY ADMINISTRATION**

**L32.01** Rates of pay and job classifications shall be as set forth in Schedule A to this Agreement.

**L32.02** The Employer shall pay salaries and wages bi-weekly on Fridays except where the pay date falls on a paid holiday, in which case the pay date will be the last banking day preceding that paid holiday. It is recognized that overtime or

other non-standard payments will be included in a subsequent deposit. On or before each payday each Employee shall be provided electronically with an itemized statement of salary (wages) and deductions.

**L32.03** Subject to Federal guidelines, eligibility and the direction of CUPE 7575, the Employer will distribute the employment insurance rebate to employees of each pay.

**L32.04** Each Employee's salary or wages shall be deposited in a financial institution designated by the Employee. An Employee may change the designated financial institution by providing the Board with notice in writing at least thirty (30) calendar days in advance of the effective date of the change.

**L32.05** Effective 2013 January 01, Employees will receive their T4's electronically through their Employee Portal.

**L32.06**

(a) An Employee shall only be required to reconcile an overpayment for the twelve (12) month period prior to an error being discovered.

(b) The Board shall only be required to reconcile an underpayment for the twelve (12) month period prior to an error being discovered.

### **L33.00 RATES OF PAY AND JOB CLASSIFICATIONS**

**L33.01** An Employee's length of service with the Employer, for the purpose of awarding increments in accordance with Schedule A of this Agreement shall:

(a) begin at the time at which such Employee commenced in the Employee's current job band;

(b) not include any time during which such Employee is on lay-off or leave of absence if the period of lay-off and leave of absence combined exceeds fourteen (14) weeks in any one (1) calendar year.

**L33.02** An Employee who is a successful applicant under [Article L15.00](#) (Job Vacancies), will be paid at the rate of pay in the progression in the new job band which will provide a higher rate of pay than the Employee's former position.

## **L34.00 OCCUPATIONAL HEALTH AND SAFETY**

- L34.01** The Board, the Union and its members shall comply with the provisions of the *Occupational Health and Safety Act* and Regulations, as they may be amended from time to time and continue to perfect the safety measures in effect in order to prevent injury and illness.
- L34.02** Discussion on health and safety matters will be undertaken at the Joint Health and Safety Meetings in [Article L6](#) (Union Representation).
- L34.03** A first aid kit for the use of the Employees in the Bargaining Unit shall be supplied by the Employer and be placed at each work site where Employees in the Bargaining Unit regularly work as prescribed by the *Occupational Health and Safety Act*.
- L34.04** All Employees working at a hazardous work site shall be supplied with all necessary safety equipment/protective clothing.
- L34.05** The Employer shall post in all work sites, all documents pertaining to Common Infections as per the Health Units of Thames Valley. The Employer will implement the exclusions as per the guide to Common Infections as printed from time to time.
- L34.06** The Employer shall provide training and upgrading in BMS/CPI, WHMIS, First Aid and CPR as required by legislation or as required for an Employee's assignment.
- L34.07** The Employer and the Union continue to share a commitment towards providing a safe work environment. Issues of concern regarding policies, procedures, communication and training will be addressed through the Committees outlined in [Article L5](#) (Committees) as deemed appropriate.

(See also Central [Letter #9](#) for Health and Safety)

## **L35.00 OMERS PENSION PLAN**

- L35.01** Eligible Employees and the Employer shall participate in the OMERS Plan in accordance with the regulations stipulated in the Act.

## **L36.00 ADMINISTRATIVE TRANSFERS**

- L36.01** Through the mutual agreement of the Employer and the Union, an administrative transfer shall be arranged under the following circumstances:



- (a) An Employee is staff at a school recommended for closure.
- (b) An Employee staffed at a school which is adopting an alternate school year calendar.
- (c) An Employee is experiencing health, performance and/or conduct issues.
- (d) Other situations as agreed by the parties.

#### **L37.00 TERM OF AGREEMENT**

**L37.01** This Agreement shall be for a term commencing on 2022 September 01 and ending 2026 August 31 unless either party gives notice in writing to the other not less than thirty (30) or more than one hundred and twenty (120) days prior to the expiry date hereof of that party's intention to renew the Collective Agreement with or without modifications in accordance with the Ontario Labour Relations Act.

(Note: The term of agreement for Student Supervisors is listed in Local [Letter of Understanding C.](#))

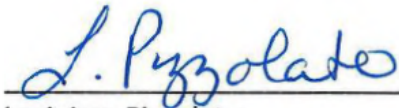
**L37.02** No changes can be made to this Local Agreement without the written consent of the parties nor can any changes be made to the Agreement without submitting the changes for ratification by the parties as determined by their respective bargaining procedures.

(See also Central [Article C3.3](#) for Amendment During Life of Agreement)

**SIGNATURES**

Dated at London, Ontario this seventeenth (17<sup>th</sup>) day of May 2023.

SIGNED and AGREED on behalf of the Thames Valley District School Board



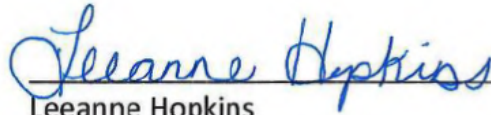
Lori-Ann Pizzolato  
Chairperson of the Board



Mark Fisher  
Director of Education



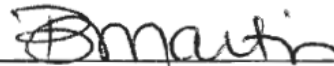
Christian Sachs  
Trustee, Negotiations Advisory Committee



Leeanne Hopkins  
Trustee, Negotiations Advisory Committee



Linda Nicholls  
Associate Director  
Organizational Support Services

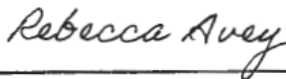


Bethany Martin  
Acting Senior Manager, Human Resources  
Organizational Support Services



Lyndsey Paff  
Supervisor, Human Resources  
Organizational Support Services

SIGNED and AGREED on behalf of the Canadian Union of Public Employees (CUPE 7575)



Rebecca Avey  
President/Chairperson, CUPE 7575

  
Jennifer Barnett (Nov 29, 2023 10:15 EST)

Jennifer Barnett  
National Representative, CUPE

**SCHEDULE A - RATES OF PAY**

**1.0 Rates of Pay**

**1.1 Educational Assistants and Instructional Assistants (Hired after 2014 September 01)**

**Effective 2022 September 01**

Start	After 1 year	After 2 years
\$23.99	\$26.21	\$28.77

**Effective 2023 September 01**

Start	After 1 year	After 2 years
\$24.99	\$27.21	\$29.77

**Effective 2024 September 01**

Start	After 1 year	After 2 years
\$25.99	\$28.21	\$30.77

**Effective 2025 September 01**

Start	After 1 year	After 2 years
\$26.99	\$29.21	\$31.77

**1.2 Instructional Assistants (For Employees hired prior to 2008 September 01)**

For the term of the Collective Agreement, Instructional Assistants hired prior to 2008 September 01 will have their current rate of pay red-circled.

**1.3 Student Supervisors**

Job Classification	2023 June 27 Date of Certification	2023 September 1	2024 September 1	2025 September 1
Student Supervisor Start Rate	\$22.75	\$23.75	\$24.75	\$25.75

**Wage Grid changes for new Agreement and Bill 124 Remedy. Signed in London this \_\_\_ day of August, 2024.**

**For the Employer:**

*Katie Osborne*

Katie Osborne

*Clare MacMillan*

Clare MacMillan (Aug 27, 2024 11:07 EDT)

Clare MacMillan

**For the Union:**

*Jennifer Barnett*

Jennifer Barnett (Aug 27, 2024 11:28 EDT)

Jennifer Barnett

*Rebecca Avey*

Rebecca Avey

## **LETTER OF AGREEMENT A: POSTING OF EXTERNALLY FUNDED POSITIONS**

The Parties agree that externally funded positions (i.e. SIP, insurance claims) may be filled by temporary Employees for a period of up to two (2) years prior to being posted in accordance with Article L15.00 - Job Vacancies. It is further agreed that First Nations positions will be posted after a two (2) year period.

## **LETTER OF AGREEMENT B: ORIENTATION SESSIONS**

The Employer shall endeavour to provide no less than one (1) orientation on a PA Day of the Board's choosing for the purpose of providing new hire orientation. The Union will be provided with a half-hour during such session to make a presentation about membership in the Union. The PA Day of the Board's choosing shall be communicated to the Union prior to the commencement of the school year.

(See also Central [Article C11.00](#) and Local [Article L6.00](#) for Union Representation)

## **LETTER OF AGREEMENT C: SUPERVISION OF STUDENTS**

It is the mutual desire of the Employer and the Union that all concerns regarding supervision shall be addressed informally if possible, at the school level to support equitable distribution of supervision assignments amongst staff. Unresolved concerns can be brought forward to the Employer for further discussion between the Employer and the Union.

Educational Assistants assigned to supervise students with special needs who require constant and direct support during nutrition breaks as per the school schedule, shall not also be scheduled for general supervision duties during the time the students with special needs are in their care.

## **LETTER OF AGREEMENT D: STAFFING PROCESS**

The parties are committed to ensuring staffing processes meet the joint needs of those involved. Both parties agree to establish a temporary joint sub committee in the fall of 2023 for the purpose of reviewing staffing provisions for permanent to permanent staffing and temporary to permanent staffing. Both parties agree that for the purposes of negotiations, barring any housekeeping changes the following articles will remain status quo.

1. Article L15.00
2. Article L26.00
3. Letter of Understanding: Permanent Vacancies

If the parties agree to any amendments to the existing language in the above noted articles they shall be documented in a letter of agreement to amend the existing collective agreement.

## **LETTER OF AGREEMENT E: SENIORITY AND FTE**

This letter of agreement is agreed to on a with prejudice and precedent basis to the position of the parties and will expire on August 31, 2026.

The parties agree that: All Student Supervisors who were employed on the date of certification, June 27, 2023, and who had regularly scheduled hours of work the week of September 25 - 29, 2023, will be permanent employees. Student Supervisors who were employed on the date of certification, but who did not have regularly scheduled hours of work will be considered temporary employees. Seniority will be based on date of hire.

A list will be provided of all Student Supervisor members who were converted to permanent status as per above.

The parties agree that for the purposes of establishing the initial FTE count for the protected complement, under Central LOU #3, one FTE will equal 35 hours per week. Any Student Supervisor who works fewer than 35 hours per week will be considered to be holding a fraction of an FTE (for example, someone working 5 hours per week would be considered to be holding a 0.14 FTE position).

*[35 hours per week, based on 7 hours per day. 0.14 FTE is a 5 hour allocation, 0.28 FTE is a 10 hour allocation. 610 allocations x 5 hours per week allocation = 3050 hours of work per week = 87.14 FTE (at 35 hours per week = 1 FTE).]*

The parties agree that the starting protected complement will be 87.14 FTE which represents 3050 total hours per week of work for all Student Supervisors.

## **LETTER OF AGREEMENT F: UNION REPRESENTATION RELEASE**

This letter of agreement is agreed to on a with prejudice and precedent basis to the position of the parties and will expire on August 30, 2026. Any additional union leave days granted through this letter of agreement that are unused will be void as of August 30, 2026.

Article L6.08 of the CUPE 7575 Collective Agreement states:

*"Subject to the Employer's right to maintain a qualified work force, leave of absence with pay and without loss of seniority shall be granted to not more than four (4) Employees per classification, per day to conduct Union business. Such time will not exceed a total of sixty (60) working days in one (1) school year plus an additional twenty-five (25) days at the Union's cost. Such leave shall be taken in blocks of not less than one half (½) day.*

*Requests for additional days, with supporting rationale will be made by the Union in writing. Where approval is granted, the number of additional days will be outlined within a letter of understanding expiring August 30th of the current year."*

1. The Union has requested an additional fifteen (15) union leave days exclusively for Student Supervisors, at cost to the Board, for participation in union activities above and beyond days outlined in Article L6.08 of the CUPE 7575 Collective Agreement. Days are as a single occurrence.
2. The Union has requested an additional twenty-five (25) union leave days exclusively for Student Supervisors, at no cost to the Board, for participation in union activities above and beyond days outlined in Article L6.08 of the CUPE 7575 Collective Agreement. Days are as a single occurrence.
3. The Union will notify the Board as soon as possible to access these days and such requests will go through the normal union release request and approval process.
4. The employee will secure coverage for their release days, as article L6.08 of the CUPE 7575 Collective Agreement, states that approval of use of these days will be subject to the Employers right to maintain a qualified work force.

#### **LETTER OF AGREEMENT G: STUDENT SUPERVISORS SUPERVISION**

Student Supervisors will not be assigned to directly supervise a student identified with Special Needs who requires direct supervision or support at any time.

#### **LETTER OF AGREEMENT H: JOB VACANCIES: STUDENT SUPERVISORS**

- (a) Subject to budgetary final approval, on or before June 15th each year, the Administrator will offer positions and/or remaining subsequent hours to permanent Student Supervisors by seniority in their building.
- (b) A permanent Student Supervisor may be increased in hours during the school year due to increased allocations up to a total of ten (10) hours per week, without posting. The Union shall be notified in writing of any such changes. These hours will be offered to permanent Student Supervisors within the school, by seniority.
- (c) If some or all of the allocation remains vacant after (b), vacancies will be posted electronically for a period of five (5) working days. The notice shall include the name of the school, location, nature of the position, hours of work, the qualifications, skills and ability if required, the rate of pay and when it is intended to fill the vacancy. All postings will be shared with the Union.
- (d) All interested candidates must apply through the application process. The (5) five most senior applicants regardless of their employment status (Full-time Equivalent) for each

position who have the required qualifications, skills and ability or have been deemed to be qualified will be interviewed.

- (i) The candidate with the highest interview score will be selected for the position unless there is less than a ten percent (10%) difference between the highest score and that of a candidate with more seniority in which case the Employee with more seniority will be selected for the position.
- (e) All permanent postings will be posted to permanent and temporary Student supervisors concurrently. Permanent Student Supervisors shall be given first consideration as per article (d) above. Should there be no successful permanent applicant, temporary Student Supervisors will then be considered. It is understood that no other language of the collective agreement, other than this article (e), will apply to the temporary staffing process.

#### **LETTER OF AGREEMENT I: JOB VACANCIES: ADDITIONAL HOURS OF WORK**

This letter of agreement is agreed to on a with prejudice and precedent basis, as per the Employment Standards Act, to the position of the parties, and will expire on August 31, 2026.

The parties agree that any additional hours worked by Student Supervisors, as approved/verified by the Principal, above their scheduled shift(s) as per L17.01(b) shall be compensated for all time worked at their regular hourly rate.

Article L17.01(b) of the CUPE 7575 Collective Agreement states:

L17.01(b) A part-time Employee shall mean an Employee who is assigned on average less than five (5) hours per day over a two (2) week period. The standard work week for part-time Employees shall be as determined by the Associate Director, Organizational Support Services, or the school Principal. The minimum that a Student Supervisor shall work per scheduled shift is forty (40) minutes. Employees shall also be entitled to one (1) fifteen (15) minute paid rest period for each one half (½) day worked at a time determined by their Supervisor/Principal subject to operational requirements at each location. Rest periods may be combined with the approval of the Supervisor/Principal.

#### **LETTER OF UNDERSTANDING A: PERMANENT VACANCIES**

On a without precedent and prejudice basis, the Parties agree that following the internal posting process, where permanent vacancies remain, they will be posted to temporary Employees of the CUPE 7575 Bargaining Unit prior to posting externally.

It is understood that no other articles of the collective agreement will apply.

This LOU is in effect the date of ratification and will only remain in force for the term of this collective agreement until August 30, 2026.

(See also Central [Article C10](#) and Local [Article L26.00](#) for Temporary Employees)

### **LETTER OF UNDERSTANDING B: JOINT HEALTH AND SAFETY COMMITTEE (JHSC) MEMBERS**

The parties agree that all elements of the JHSC as cited in Article L5.01 of the current collective agreement are subject to change as required to ensure full compliance with the direction set forth pending approval by the Ministry of Labour.

(See also Local Article [L5.00](#) for Joint Committees)

### **LETTER OF UNDERSTANDING C: TERM OF AGREEMENT FOR STUDENT SUPERVISORS**

This Letter of Understanding is agreed to on a without prejudice and precedent basis to the position of the parties and will expire on August 31, 2026.

The Union received certification from the Ontario Labour Relations Board for Student Supervisors on June 27th, 2023. Therefore, Local Articles L37.01 and L37.02 will be amended as follows for Student Supervisors for the remaining term of the Collective Agreement.

#### **L37.00 TERM OF AGREEMENT**

**L37.01** This Agreement shall be for a term commencing on the date of certification of June 27<sup>th</sup>, 2023 and ending 2026 August 31 unless either party gives notice in writing to the other not less than thirty (30) days or more than one hundred and twenty (120) days prior to the expiry date hereof of that party's intention to renew the Collective Agreement with or without modifications in accordance with the Ontario Labour Relations Act.

**L37.02** No changes can be made to this Local Agreement without the written consent of the parties nor can any changes be made to the Agreement without submitting the changes for ratification by the parties as determined by their respective bargaining procedures.

(See also Central Article C3.3 for Amendment During Life of Agreement)



## APPENDIX A (GRATUITIES)

**Former 1150** If an Employee has acquired seniority under this agreement, and is full-time, was hired prior to 1978 October 05, has ten (10) years' continuous service, and ceases to be employed by the Employer because of retirement from the Employer's service for reason of age or disability, such Employee shall be paid an amount equal to one-half ( $\frac{1}{2}$ ) of their accumulated sick leave credit with such payment not to exceed one-half ( $\frac{1}{2}$ ) of the Employee's annual salary. In the event of death of the Employee, the payment shall be made to the estate of the deceased.

### **Former Staff Association**

An Employee hired prior to 1978 January 01 who ceases to be employed by the Board by reason of death, permanent disability, retirement to pension with allowances commencing on the first day of the month next following the month in which the Employee ceased to be employed, or by retirement specially approved by the Board, and who has completed ten years of continuous service with the Board immediately prior to the date of cessation of employment, shall be paid, or, if deceased, the Employee's estate shall be paid a gratuity equal to the value, under the practices of the board, of one-half the number of days of accumulated sick leave credit, recalculated, if necessary, as set out in section 2 in the case of an Employee not covered by a Union agreement and hired prior to 1964 September 01; but such payment shall not exceed one-half of the Employee's annual salary including any responsibility allowance received during the Employee's last year of service with the Board.

Whereas in the case of an Employee hired prior to 1964 September 01, the accumulated sick leave credit to that date represented only one-half ( $\frac{1}{2}$ ) the unused annual sick leave credits, and the gratuity formula then in effect gave full credit for such accumulation, effective from 1969 June 26, in computing any gratuity becoming payable on or after the latter date, in the case of an Employee not covered by a union agreement whose service has been continuous from 1964 August 31, the accumulated sick leave credit shall be doubled, subject to a maximum of two hundred days in total, and a special accumulated credit shall be recomputed to the date of termination, subject to the rules of, and using the same debits and credits as occurred in the operation of, the sick leave plan since 1964 September 01, and subject at all times to the maximum accumulation permitted under the plan.

### **Former 1753**

- a) An Employee hired before 1984 November 01, regularly employed for thirty-five (35) hours per week, who completes ten (10) years or more continuous service with the Employer and, having attained age sixty(60) or achieved the ninety (90) factor as determined under the O.M.E.R.S. retirement plan,

ceases to be employed by the Employer due to retirement from the Employer's service shall be entitled to a retirement gratuity based upon the formula set forth in Schedule "C" attached hereto and forming part of this agreement. Should such Employee resign they shall be eligible only for the gratuity payment as set forth in (b) below.

For Persons Employed on a Ten Month Basis:

Number of days of accumulated sick leave to maximum of:

$$200/2 \times 1/200 \times \text{Regular annual salary on retirement excluding overtime}$$

- b) Except for Employees eligible for a retirement gratuity, an Employee with a minimum of five (5) full years of continuous service with the Employer prior to the date of ratification and ceases to be employed by the Employer shall upon resigning from service with the Employer, be paid an amount equal to one-fifth (1/5) of the unused cumulative sick leave. This amount shall be calculated at the Employee's salary on the date of ratification prior to any adjustments being implemented. The maximum accumulated sick leave for computing this allowance shall be the lesser of the number of days accumulated on the date of ratification or the number of days accumulated at the time of resignation.

**Former 1791** For Employees hired prior to 1975 January 01, the amount of retirement gratuity shall be calculated by multiplying the Employee's salary for the year immediately preceding retirement by the amount of accumulated sick leave credits and dividing that total figure by four hundred(400), i.e.:

$$\text{salary of last year} \times \text{accumulated days}/200 \times 2$$

On the death of an Employee who commenced employment with the Board prior to 1975 January 01, who has completed ten or more years of continuous service with the Board immediately prior to death, the Employee's estate shall receive an amount equal to one-half(1/2) of the Employees' accumulated sick leave as of that date X 1/200 of the Employee's last year's salary, providing it does not exceed 50% of the Employee's last year's salary prior to death.

For Employees hired after 1975 January 01 and prior to 1978 September 19, the amount of retirement gratuity shall be calculated by dividing an Employee's accumulated sick leave credits by two hundred (200) and multiplying the result by 2% of salary for the year immediately preceding retirement multiplied by years of service with the Employer, i.e.:

$$\frac{\text{Accumulated days}}{200} \times \frac{2}{100} \times \text{salary of last year} \times \text{years of service}$$

On the death of an Employee who commenced employment with the Board after 1975 January 01 and prior to 1978 September 19, who has completed ten or more years of continuous service with the Board immediately prior to death, the Employee's estate shall receive an amount equal to one-half(½) of the Employee's accumulated sick leave as of that date X 1/200 of the Employee's last year's salary, providing it does not exceed 50% of the Employee's last year's salary prior to death.

### Former Oxford

An Employee who retires from the staff of the Thames Valley District School Board is entitled to a sick leave retirement gratuity if they qualify under the terms of Plan A or Plan B. To qualify for either plan, the Employee shall be eligible for a pension to commence payment as certified by the Ontario Municipal Employees Retirement System upon retirement (within two (2) months of termination).

PLAN A: This plan applies to an Employee who commenced continuous employment with the Oxford County Board of Education or any predecessor of the Oxford County Board of Education prior to September 1, 1978. The amount of sick leave gratuity shall be calculated as follows:

$$\frac{\text{Gross salary of Final Year}}{2} \times \frac{A}{200} \times \frac{B}{20}$$

PLAN B: This plan applies to an Employee who commenced continuous employment with the Oxford County Board of Education with duties commencing September 1, 1978 or thereafter. The amount of sick leave gratuity shall be calculated as follows:

$$\$8,000 \times \frac{A}{200} \times \frac{B}{20}$$

For Both Plans:

- A. Number of unused sick leave days, not in excess of 200, accumulated during employment with the Oxford County Board of Education, or with any predecessor of the Oxford County Board of Education. For the purpose of calculating Sick Leave Credit Gratuity Payable on Retirement, only sick leave

credits earned, unused and accumulated while in the employ of the Oxford County Board of Education, or any predecessor of the Oxford County Board of Education shall be taken into account.

- B. Number of full-time or equivalent years, not in excess of 20, with the Oxford County Board of Education, or with any predecessor of the Oxford County Board of Education.
  - i) Maximum gratuity shall not exceed 50% of the salary of the final year.
  - ii) Payment of the gratuity may be made by a method mutually agreeable to both the board and the Employee and consistent with legislative requirement. Preferred methods of payment are one lump sum payment at the time of leaving, or two equal payments, one at the time of leaving and the other in the next calendar year.
  - iii) A Sick Leave Credit Gratuity shall be paid to the estate of an Employee whose death occurs before retirement, while employed with the Oxford County Board of Education. The Gratuity shall be calculated as though the Employee had retired, under circumstances which would qualify them for the gratuity on the day before their death.

PROVISION: An Employee Commencing Employment after August 31, 1981.

An Employee commencing employment with the Oxford County board of Education after August 31, 1981 shall not be eligible for sick leave credit retirement gratuity benefits unless that Employee has, at the date of retirement, completed at least seven (7) years full time employment with the board. Credit shall be allowed for the qualifying seven (7) years of employment in calculating the amount of the benefit.

## APPENDIX B (ARTICLES THAT DO NOT APPLY TO STUDENT SUPERVISORS)

### L9.00 RECALL FROM LAY-OFF

- L9.01** Employees will be recalled from lay-off in order of seniority provided they meet the skill, ability and qualifications of the job to be performed.
- L9.02** Notice of recall from a lay-off other than Winter Break, Spring Break, Summer Break, and/or during intercession periods in schools which are on an alternate school year calendar, shall be via phone with a follow-up email and Employees recalled will be allowed seven (7) calendar days from delivery of the email to report for work. Employees are responsible for notifying the Employer in writing regarding changes in the Employee's mailing address or telephone number.
- L9.03** The Employee must within two (2) working days of receipt of such notice contact Human Resources and advise them of their intent to accept or decline the recall.
- L9.04** An Employee who fails to report for work or fails to notify Human Resources per [L9.02](#) and [L9.03](#) shall have their recall rights and employment terminated unless the Employee's failure to report can be proven to the satisfaction of the Employer, to be beyond the Employee's control.
- L9.05** An Employee shall have the right to refuse a recall without loss of recall rights, if the location of the school is farther than 40 km. from the Employees home and seniority will continue to accrue.
- L9.06** Employees recalled for work of a temporary nature may decline the recall without loss of seniority or recall rights. The Employer shall then contact the next laid-off Employee and offering the temporary assignment and so on down the list until all laid-off Employees from the Bargaining Unit have had the opportunity for the temporary assignment. It is understood as per [L9.01](#) above that the Employees must have the skill, ability and qualifications to do the work in question in order to be recalled for temporary assignment.
- L9.07** Employees who change position as the result of the recall procedure above shall be paid according to the rate for the position to which they are being recalled and will maintain the same step on the salary grid that they had at the time of the lay-off.

## L15.00 JOB VACANCIES

### L15.01

- (a) On or before June 01 of each year, the Employer shall post a notice of vacancy for all Educational Assistant positions which became permanently vacant since the last job posting and which are projected to continue for the following school year as well as all other known positions which will be available on the following September 01. Such vacancies shall be awarded on or before June 25<sup>th</sup> to become effective on or before September 01.
- (b) On or before November 15<sup>th</sup> of each year, the Employer shall post a notice of vacancy for all Educational Assistant positions which became permanently vacant since the beginning of the then current school year. Such vacancies shall be awarded by December 15<sup>th</sup> to become effective on the first day back to school after the Winter Break for elementary and non-semestered schools and on the first day of the second semester for semestered secondary schools.
- (c) In this Article, the expression “permanent vacancy” means a vacancy caused by such events as resignation, retirement, discharge, death or permanent transfer to another position and which is indefinite or long lasting in nature and does not include a vacancy caused by approved or authorized absence from work of an Employee. It also includes new positions.
- (d) The vacancies will be posted electronically for a period of seven (7) working days. The notice shall include the name of the school, location, nature of the position, job classification, hours of work, the qualifications, skills and ability and any special qualifications required, including specific medical procedures if required, the rate of pay and when it is intended to fill the vacancy.
- (e) All interested candidates must apply through an electronic application process. The application will be the determining factor in assessing whether the candidate meets all the qualifications of the position applied for.
- (f) The five (5) most senior applicants regardless of their employment status (Full-time Equivalent) for each position who have the required qualifications, skills and ability or have been deemed to be qualified will be interviewed. An Employee may attend a maximum of five (5) interviews.

- (g) The Employer will determine the Record of Interview form. The Record of Interview form will be shared with the Union when revisions are made. Interview questions will be the same for all candidates within a job competition.
- (h) The candidate with the highest interview score will be selected for the position unless there is less than a ten percent (10%) difference between the highest score and that of a candidate with more seniority in which case the Employee with more seniority will be selected for the position.
- (i) Once this process is completed, all interviewed Employees shall be advised whether they were successful or not.
- (j) Educational Assistants and Instructional Assistants still unplaced after [L15.01 \(a\) and \(b\)](#) will be offered the remaining positions in order of seniority.

**L15.02**

- (a) Successful applicants shall be placed in their position and shall be subject to the following trial periods:
  - (iii) thirty (30) days worked if the applicant has posted to a position within the same job classification;
  - (iv) sixty (60) days worked if the applicant has posted to a position within a different job classification.
- (b) If the applicant proves satisfactory, in the new position, the applicant shall be confirmed in writing. The trial period may be extended by mutual consent of the Employer and the Union.
- (c) Notwithstanding the provisions in this Article, when a job classification in a specific location is changed from full-time to part-time the Employee affected by such change will be notified and given the opportunity to remain in the position and seek an additional part-time position in order to retain their full-time status. If there is more than one (1) Employee in the same job classification in that specific location the least senior Employee shall be affected.
- (d) Notwithstanding the provisions in this Article, when a job classification in a specific location is changed from part-time to full-time, part-time Employee(s) in that job classification in that location will be offered the full-time position by order of seniority. Should the Employee(s) not wish

to accept the full-time position, the full-time position will be posted on the following posting date.

- (e) In all instances, the Employee must indicate their intention to the Employer verbally within two (2) working days of receipt of such notice.
- (f) If the successful applicant proves unsatisfactory to the Employer during the trial period, or if the Employee is unable to perform the duties or if the Employee finds the position unsuitable in the case of a new classification, the Employee will be returned to the Employee's former position or another vacant position for which the Employee is qualified in the same job classification, at the Employee's former salary or rate of pay as may any other Employee in the bargaining unit, who was promoted or transferred by reason of such placing.
- (g) If there is no such other vacant position in the same job classification and the former position has been filled, the Employee will displace the individual who was successful in bidding into that position. If there is no other vacant position in the same job classification and in the interim, the former position has been declared permanently surplus, the surplus procedures shall be invoked and the Employee in question shall be considered to be in their former position for purposes of identifying the surplus Employee.
- (h) If an applicant is returned to the applicant's former position or some other position under [Article L15.02 \(a\)](#), the Employer will offer the position to the next qualified, interviewed Employee and should the Employer place any such Employee in the vacant position, paragraph (a) of this Article shall apply.
- (i) When filling temporary bargaining unit positions during a regularly scheduled lay-off, meaning Winter Break, Spring Break, Summer Break and/or intercession periods in schools which are on an alternate school year calendar, permanent Employees who have submitted written notice to Human Resources of their interest in temporary employment and who possess the required skill, ability and qualifications for the temporary position, shall be offered the position on the basis of seniority before any temporary Employees, government project Employees, or students are hired. Should an Employee be offered a temporary position as per above in their own classification, they will be paid at their regular rate of pay.

**L15.03** Notwithstanding [Article L15](#) (Job Vacancies), the parties agree that an Employee covered by this Agreement who is no longer able to perform the



regular duties of their position due to physical limitations supported by medical documentation, shall be given preference to vacant positions as determined by the parties through the Early and Safe Return to Work Committee. It is further understood that the terms of reference for the Early and Safe Return to Work Committee also will provide for the accommodation of Employees that have not been absent from work.

(See also Local [Letter of Agreement for Job Vacancies](#): Student Supervisors)

## **L20.00 SICK LEAVE AND RETIREMENT GRATUITY**

**L20.03** 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 as referenced in this article.

**L20.04** All Employees who were covered by a Sick Leave Retirement Gratuity Plan with their predecessor Board prior to 1998 January 01, shall continue to be eligible for such plans as clarified in [Appendix A](#) (Gratuities). In the event of the death of an Employee, any gratuity owing will be paid to the estate.

## **L21.00 LEAVE OF ABSENCE**

**L21.06 Leaves of Absence With Pay**  
(...)

(h) **Casual Time Off**

The Supervisor or Manager may grant casual time off to an Employee without the necessity of a written request to a maximum of two (2) hours.

(...)

**L21.09 Self-Funded Leave Plan**

(a) The Self-Funded Leave Plan shall afford an Employee the opportunity to enter into an agreement with the Board to take a one (1) year Self-Funded Leave. During the leave term the Employee shall agree to be paid at:

- |      |                |               |
|------|----------------|---------------|
| (i)  | 5/6 leave plan | 83% of salary |
| (ii) | 4/5 leave plan | 80% of salary |

- |       |                |               |
|-------|----------------|---------------|
| (iii) | 3/4 leave plan | 75% of salary |
| (iv)  | 2/3 leave plan | 67% of salary |

normally paid under the current Collective Agreement in each of these years.

Under the following alternatives:

- |       |                |               |
|-------|----------------|---------------|
| (i)   | 5/6 leave plan | 17% of salary |
| (ii)  | 4/5 leave plan | 20% of salary |
| (iii) | 3/4 leave plan | 25% of salary |
| (iv)  | 2/3 leave plan | 33% of salary |

shall be withdrawn by the Board in each of the years leading up to the Self-Funded Leave year. The amounts withdrawn shall be invested by the Board. The amount withdrawn plus accrued interest shall be paid to the Employee during the year of leave.

- (b) During all years that the individual Employee is participating in the Self-Funded Leave Plan, all Employee benefits shall be maintained at a level as if the Employee was being paid at 100% of salary. Premium costs during the Self-Funded Leave will be paid in full by the Employee. During the Self-Funded Leave year, the Board shall deduct from each pay an amount equivalent to the total monthly premium costs paid on the Employee's behalf.
- (c) The Board assumes no responsibility for any consequences arising out of the implementation of the Plan related to its effect on the Pension Plan provision, income tax implications, Employment Insurance and the Canada Pension Plan.

**Qualifications and Application**

- (d) To be eligible for a Self-Funded Leave, an Employee must have at least three (3) years of continuous employment with the Thames Valley District School Board.
- (e) Applications for a Self-Funded Leave shall be made to the principal/supervisor who shall forward such application to the Manager, Human Resources six (6) months prior to the start of the elected Plan.
- (f) The application form shall set out the period in which the Plan is to be effected and the time period in which the Employee requests the leave position.

- (g) Applications shall be considered by the Human Resources Department.
- (h) It is understood that the granting of the Self-Funded Leave to an Employee is the sole responsibility of the Board and such a leave will only be granted on the basis that:
  - (i) there will be no financial impositions to the Board;
  - (ii) it will not create additional work for other Employees;
  - (iii) the Employee can be replaced by a casual with no resulting training costs to the Board;
  - (iv) there will be no reduction of service to the students, staff or the community;
  - (v) all or part of the position may be kept vacant for the duration of the leave;
  - (vi) the Employee must return to work for the Board or with an Employer that participates in the same or similar arrangement upon completion of the leave for a period of time not less than the duration of the Leave of Absence (as stipulated by Canada Revenue Agency).
- (i) Written acceptance or denial of the Employee's request will be forwarded to the Employee at least four (4) months prior to the commencement of the plan.

#### **Conditions and Terms of Reference**

- (j) On return from leave, an Employee shall be assigned to their former position and location except in the case of:
  - (i) An accepted promotion.
  - (ii) A requested and accepted transfer.
  - (iii) The elimination of the position held when the leave was granted. In the event that the position no longer exists or the Employee has been bumped, the Employee will be governed by the applicable provisions of the Collective Agreement as it pertains to redundancies.

- (iv) An Employee participating in the Plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one year leave not been taken, including credit for one year's seniority.
- (v) During the year of leave, the Employee participating in the Plan shall not accumulate sick leave nor shall be eligible for sick leave until the completion of the leave.
- (vi) It is understood that OMERS will treat the year of leave as Broken Service, which the Employee could purchase at double contributions on 100% of annual salary (i.e. by paying both their contributions and the Employer's contributions for that year).
- (vii) During the working years, Employee contributions to OMERS are based on the Employee's full salary.
- (viii) For Employees contributing into the Teachers' Pension Plan, superannuation deductions are to be continued as provided by the Teachers' Superannuation Act and according to the policies of the Teachers' Pension Plan Board during all years that the Employee is participating and including the year of leave.
- (ix) An Employee may withdraw from the Plan any time prior to taking the Self-Funded leave of absence provided that the Employee has applied to the Review Committee for withdrawal and the reasons have been accepted. Upon withdrawal, any monies accumulated, plus interest owed less a one hundred dollars (\$100) cancellation administrative fee shall be repaid to the Employee within sixty (60) days of the notification of the Employee's desire to leave the Plan.
- (x) Should an Employee die while participating in the Plan, any monies accumulated, plus interest earned at the date of payment, shall be paid to the Employee's estate.
- (xi) Every Employee who wishes to take part and who is accepted in the Self-Funded Leave Plan shall enter into a memorandum of agreement which sets out the terms and conditions of the Self-Funded Leave.
- (xii) Income tax shall be deducted on the actual amounts received by the Employee during each of the years of the Plan, subject to the income tax regulations in effect at that time.

- (xiii) Canada Revenue Agency stipulates that the Employee receive no salary from their Employer during the leave other than payment of the deferred salary and the statutory benefits that the Employer would normally pay to or on behalf of the Employee.
- (xiv) Canada Revenue Agency stipulates that the Leave of Absence, may, with the consent of the Board given not less than six (6) months prior to the scheduled date, be postponed for one (1) year only. Under no circumstances shall such delay or deferral exceed one (1) school year and the participant must take their leave at the end of such time or withdraw from the plan at that time. This postponement will not move the commencement of the leave beyond six (6) years from the date of enrollment in the Plan.

(See also Central [Letter #2](#) for Short-Term Paid Leaves)

### **L31.00 EXPENSE REIMBURSEMENT**

#### **L31.03 Tuition Fees**

The Employer agrees to consider reimbursement to permanent Employees for the amount of tuition or part thereof for any course of instruction undertaken and successfully completed by the Employee, subject to the following conditions:

- (a) availability of funds;
- (b) the Employee must submit the content of the course to the Employer and receive the Employer's approval hereto prior to the commencement of the course;
- (c) the subject matter of the course must be such as to improve the capability of the Employee and for the betterment of the Employer.

### **L33.00 RATES OF PAY AND JOB CLASSIFICATIONS**

**L33.01** An Employee's length of service with the Employer, for the purpose of awarding increments in accordance with Schedule A of this Agreement shall:

- (a) begin at the time at which such Employee commenced in the Employee's current job band;

- (b) not include any time during which such Employee is on lay-off or leave of absence if the period of lay-off and leave of absence combined exceeds fourteen (14) weeks in any one (1) calendar year.

**L33.02** An Employee who is a successful applicant under [Article L15.00](#) (Job Vacancies), will be paid at the rate of pay in the progression in the new job band which will provide a higher rate of pay than the Employee's former position.

#### **LETTER OF AGREEMENT A: POSTING OF EXTERNALLY FUNDED POSITIONS**

The Parties agree that externally funded positions (i.e. SIP, insurance claims) may be filled by temporary Employees for a period of up to two (2) years prior to being posted in accordance with Article L15.00 - Job Vacancies. It is further agreed that First Nations positions will be posted after a two (2) year period.

#### **LETTER OF AGREEMENT B: ORIENTATION SESSIONS**

The Employer shall endeavour to provide no less than one (1) orientation on a PA Day of the Board's choosing for the purpose of providing new hire orientation. The Union will be provided with a half-hour during such session to make a presentation about membership in the Union. The PA Day of the Board's choosing shall be communicated to the Union prior to the commencement of the school year.

(See also Central [Article C11.00](#) and Local [Article L6.00](#) for Union Representation)

#### **LETTER OF AGREEMENT C: SUPERVISION OF STUDENTS**

It is the mutual desire of the Employer and the Union that all concerns regarding supervision shall be addressed informally if possible, at the school level to support equitable distribution of supervision assignments amongst staff. Unresolved concerns can be brought forward to the Employer for further discussion between the Employer and the Union.

Educational Assistants assigned to supervise students with special needs who require constant and direct support during nutrition breaks as per the school schedule, shall not also be scheduled for general supervision duties during the time the students with special needs are in their care.

#### **LETTER OF AGREEMENT D: STAFFING PROCESS**

The parties are committed to ensuring staffing processes meet the joint needs of those involved. Both parties agree to establish a temporary joint sub committee in the fall of 2023 for the purpose of reviewing staffing provisions for permanent to permanent staffing and

temporary to permanent staffing. Both parties agree that for the purposes of negotiations, barring any housekeeping changes the following articles will remain status quo.

1. Article L15.00
2. Article L26.00
3. Letter of Understanding: Permanent Vacancies

If the parties agree to any amendments to the existing language in the above noted articles they shall be documented in a letter of agreement to amend the existing collective agreement.

#### **APPENDIX A (GRATUITIES)**

**Former 1150** If an Employee has acquired seniority under this agreement, and is full-time, was hired prior to 1978 October 05, has ten (10) years' continuous service, and ceases to be employed by the Employer because of retirement from the Employer's service for reason of age or disability, such Employee shall be paid an amount equal to one-half (½) of their accumulated sick leave credit with such payment not to exceed one-half (½) of the Employee's annual salary. In the event of death of the Employee, the payment shall be made to the estate of the deceased.

#### **Former Staff Association**

An Employee hired prior to 1978 January 01 who ceases to be employed by the Board by reason of death, permanent disability, retirement to pension with allowances commencing on the first day of the month next following the month in which the Employee ceased to be employed, or by retirement specially approved by the Board, and who has completed ten years of continuous service with the Board immediately prior to the date of cessation of employment, shall be paid, or, if deceased, the Employee's estate shall be paid a gratuity equal to the value, under the practices of the board, of one-half the number of days of accumulated sick leave credit, recalculated, if necessary, as set out in section 2 in the case of an Employee not covered by a Union agreement and hired prior to 1964 September 01; but such payment shall not exceed one-half of the Employee's annual salary including any responsibility allowance received during the Employee's last year of service with the Board.

Whereas in the case of an Employee hired prior to 1964 September 01, the accumulated sick leave credit to that date represented only one-half (½) the unused annual sick leave credits, and the gratuity formula then in effect gave full credit for such accumulation, effective from 1969 June 26, in computing any gratuity becoming payable on or after the latter date, in the case of an Employee not covered by a union agreement whose service has been continuous from 1964 August 31, the accumulated sick leave credit shall be doubled, subject to a maximum of two hundred days in total, and a special accumulated credit shall be

recomputed to the date of termination, subject to the rules of, and using the same debits and credits as occurred in the operation of, the sick leave plan since 1964 September 01, and subject at all times to the maximum accumulation permitted under the plan.

**Former 1753**

- a) An Employee hired before 1984 November 01, regularly employed for thirty-five (35) hours per week, who completes ten (10) years or more continuous service with the Employer and, having attained age sixty(60) or achieved the ninety (90) factor as determined under the O.M.E.R.S. retirement plan, ceases to be employed by the Employer due to retirement from the Employer's service shall be entitled to a retirement gratuity based upon the formula set forth in Schedule "C" attached hereto and forming part of this agreement. Should such Employee resign they shall be eligible only for the gratuity payment as set forth in (b) below.

For Persons Employed on a Ten Month Basis:

Number of days of accumulated sick leave to maximum of:

$$200/2 \times 1/200 \times \text{Regular annual salary on retirement excluding overtime}$$

- b) Except for Employees eligible for a retirement gratuity, an Employee with a minimum of five (5) full years of continuous service with the Employer prior to the date of ratification and ceases to be employed by the Employer shall upon resigning from service with the Employer, be paid an amount equal to one-fifth (1/5) of the unused cumulative sick leave. This amount shall be calculated at the Employee's salary on the date of ratification prior to any adjustments being implemented. The maximum accumulated sick leave for computing this allowance shall be the lesser of the number of days accumulated on the date of ratification or the number of days accumulated at the time of resignation.

**Former 1791** For Employees hired prior to 1975 January 01, the amount of retirement gratuity shall be calculated by multiplying the Employee's salary for the year immediately preceding retirement by the amount of accumulated sick leave credits and dividing that total figure by four hundred(400), i.e.:

$$\text{salary of last year} \times \text{accumulated days}/200 \times 2$$

On the death of an Employee who commenced employment with the Board prior to 1975 January 01, who has completed ten or more years of continuous service with the Board immediately prior to death, the Employee's estate shall



receive an amount equal to one-half(½) of the Employees’ accumulated sick leave as of that date X 1/200 of the Employee’s last year’s salary, providing it does not exceed 50% of the Employee’s last year’s salary prior to death.

For Employees hired after 1975 January 01 and prior to 1978 September 19, the amount of retirement gratuity shall be calculated by dividing an Employee’s accumulated sick leave credits by two hundred (200) and multiplying the result by 2% of salary for the year immediately preceding retirement multiplied by years of service with the Employer, i.e.:

$$\frac{\text{Accumulated days}}{200} \times \frac{2}{100} \times \text{salary of last year} \times \text{years of service}$$

On the death of an Employee who commenced employment with the Board after 1975 January 01 and prior to 1978 September 19, who has completed ten or more years of continuous service with the Board immediately prior to death, the Employee’s estate shall receive an amount equal to one-half(½) of the Employee’s accumulated sick leave as of that date X 1/200 of the Employee’s last year’s salary, providing it does not exceed 50% of the Employee’s last year’s salary prior to death.

**Former Oxford**

An Employee who retires from the staff of the Thames Valley District School Board is entitled to a sick leave retirement gratuity if they qualify under the terms of Plan A or Plan B. To qualify for either plan, the Employee shall be eligible for a pension to commence payment as certified by the Ontario Municipal Employees Retirement System upon retirement (within two (2) months of termination).

PLAN A: This plan applies to an Employee who commenced continuous employment with the Oxford County Board of Education or any predecessor of the Oxford County Board of Education prior to September 1, 1978. The amount of sick leave gratuity shall be calculated as follows:

$$\frac{\text{Gross salary of Final Year}}{2} \times \frac{A}{200} \times \frac{B}{20}$$

PLAN B: This plan applies to an Employee who commenced continuous employment with the Oxford County Board of Education with duties commencing September 1, 1978 or thereafter. The amount of sick leave gratuity shall be calculated as follows:

$$\$8,000 \quad \times \quad \frac{A}{200} \quad \times \quad \frac{B}{20}$$

For Both Plans:

- A. Number of unused sick leave days, not in excess of 200, accumulated during employment with the Oxford County Board of Education, or with any predecessor of the Oxford County Board of Education. For the purpose of calculating Sick Leave Credit Gratuity Payable on Retirement, only sick leave credits earned, unused and accumulated while in the employ of the Oxford County Board of Education, or any predecessor of the Oxford County Board of Education shall be taken into account.
  
- B. Number of full-time or equivalent years, not in excess of 20, with the Oxford County Board of Education, or with any predecessor of the Oxford County Board of Education.
  - i) Maximum gratuity shall not exceed 50% of the salary of the final year.
  
  - ii) Payment of the gratuity may be made by a method mutually agreeable to both the board and the Employee and consistent with legislative requirement. Preferred methods of payment are one lump sum payment at the time of leaving, or two equal payments, one at the time of leaving and the other in the next calendar year.
  
  - iii) A Sick Leave Credit Gratuity shall be paid to the estate of an Employee whose death occurs before retirement, while employed with the Oxford County Board of Education. The Gratuity shall be calculated as though the Employee had retired, under circumstances which would qualify them for the gratuity on the day before their death.

PROVISION: An Employee Commencing Employment after August 31, 1981.

An Employee commencing employment with the Oxford County board of Education after August 31, 1981 shall not be eligible for sick leave credit retirement gratuity benefits unless that Employee has, at the date of retirement, completed at least seven (7) years full time employment with the board. Credit shall be allowed for the qualifying seven (7) years of employment in calculating the amount of the benefit.