

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 4222B



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Act of Nature	<u>Letter #2</u>	<u>21.08 (a)</u>
Adoption Leave		<u>L22.02</u>
Amendment During Life of Agreement	<u>C3.3</u>	<u>L34.00</u>
Attendance at Mandatory Meetings/School Events	<u>C9.00</u>	
Benefits	<u>C5.00</u>	
Bereavement Leave		<u>L21.07 (a)</u>
Break Periods		<u>L17.03, L17.07</u>
Care Days	<u>Letter #2</u>	<u>L21.08 (b)</u>
Casual Time Off		<u>L21.07 (h)</u>
Central Dispute Resolution	<u>C4.00, Appendix A, Letter #7</u>	
Central Labour Relations Committee	<u>C7.00, Letter #6</u>	
Compassionate Leave		<u>L21.07 (g)</u>
Copies of the Collective Agreement		<u>L34.00 (a)</u>
Critically Ill Child Care Leave	<u>C12.1</u>	
Definitions	<u>C2.00</u>	
Discipline		<u>L14.00</u>
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Education Worker Diverse and Inclusive Workforce Committee	<u>Letter #4</u>	
Examination Leave		<u>L21.07 (b)</u>
Expense Reimbursement		<u>L30.00</u>
Family Medical Leave	<u>C12.1</u>	
Graduated Return to Work	<u>C6.1 (g)</u>	
Graduation Leave		<u>L21.07 (f)</u>
Grid Placement and Increments		<u>L32.01, L32.02</u>
Grievance/Mediation/Arbitration Process	<u>C4.00, Appendix A, Letter #7</u>	<u>L12.00, L13.00</u>
Health and Safety	<u>Letter #9</u>	<u>L33.00</u>
Hours of Work		<u>L17.00</u>
Indigenous Leaves		<u>L21.08 (c)</u>
Job Evaluation		<u>L16.01, L16.03</u>
Job Postings		<u>L15.00</u>
Job Postings - Eligibility		<u>L15.05</u>
Job Postings – Trial Period		<u>L15.04</u>
Job Security	<u>Letter #3</u>	<u>L11.00</u>

TITLE	CENTRAL ARTICLE	LOCAL ARTICLE
Joint Committees		<u>L5.00, Letter of Agreement D</u>
Jury Duty		<u>L21.07 (c)</u>
Lay-Off and Redundancy		<u>L8.00</u>
Leaves of Absence (Long-Term)		<u>L21.06 (c)</u>
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Length of Term/Notice to Bargain/Renewal	<u>C3.00</u>	
Lieu Time		<u>L17.02 (c)</u>
Long-Term Disability	<u>C6.1 (f), Letter #2</u>	
Management Rights		<u>L2.00</u>
Medication for Students		<u>L33.03</u>
Medical Certificate	<u>Appendix C</u>	
Merger, Amalgamation or Integration	<u>C13.00</u>	
Mentorship Program		<u>Letter of Agreement A</u>
Mileage		<u>L30.01 (b)</u>
Ministry Initiatives Committee	<u>Letter #10</u>	
OMERS		<u>L25.05</u>
Overtime		<u>L17.02</u>
Paid Holidays	<u>Letter #2</u>	<u>L18.00</u>
Parental Leave	<u>Letter #2</u>	<u>L22.02</u>
Part-Time Assignments		<u>L17.07</u>
Pay Equity		<u>L16.06</u>
Personnel File		<u>L29.00</u>
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Probationary Period		<u>L7.01 (b)</u>
Professional Activity Days/Professional Development	<u>C15.00</u>	
Proof of Illness	<u>C6.1 (h)</u>	
Quarantine		<u>L21.07 (e)</u>
Rates of Pay and Job Classifications		<u>Schedule A</u>
Recall from Layoff		<u>L9.00</u>
Recognition		<u>L1.00</u>
Religious Holidays		<u>L21.07 (d)</u>
Retirement		<u>L23.00</u>
Retirement Gratuities	<u>Appendix B, Letter #2</u>	<u>L20.00, Appendix B</u>
Self-Funded Leave		<u>L21.10</u>
Seniority		<u>L7.00</u>
Seniority - Transfers Within CUPE 4222		<u>L7.07 (a)</u>
Seniority - Transfers Outside CUPE 4222		<u>L7.07 (b)</u>
Short-Term Disability Coverage	<u>C6.1 (c)</u>	

TITLE	CENTRAL ARTICLE	LOCAL ARTICLE
Short-Term Disability Leave	<u>C6.1 (h)</u>	
Sick Leave	<u>C6.00, Letter #2,</u> <u>Letter #5</u>	<u>L20.00</u>
Specialized Job Classes	<u>C14.00</u>	
Strike or Lockout		<u>L10.00</u>
Structure and Organization of Collective Agreement	<u>C1.00</u>	
Students		<u>L11.05</u>
Supervision of Students		<u>Letter of</u> <u>Agreement D</u>
Supplemental Employment Benefits (SEB)	<u>C12.00, Letter #2</u>	
Technological Change		<u>L27.00</u>
Temporary Assignments		<u>L32.03</u>
Temporary Employees	<u>C10.00</u>	<u>L26.00, Letter of</u> <u>Agreement B, Letter of</u> <u>Agreement C, Letter of</u> <u>Understanding</u>
Union Dues Deductions		<u>L4.00</u>
Union Provincial Committees	<u>C8.00</u>	
Union Release Time/Leave		<u>L6.06, L21.07(i)</u>
Union Representation	<u>C11.00</u>	<u>L6.00, L14.03</u>
Union Security and Membership		<u>L4.00</u>
Vacation		<u>L19.00</u>
Witness (Subpoena) Leave		<u>L21.07 (c)</u>
WSIB	<u>C6.1 (f), Letter #2</u>	<u>L24.00</u>

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

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

APPENDIX B - 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 _____ vvvv</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ vvvv</p> <p>Signature _____ Date _____</p>		<p>Dear Health Care Professional,</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> <p>_____</p>
Employee ID:		Telephone No:
Employee Address:		Work Location:

Health Care Professional: The following information should be completed by the Health Care Professional				
First Day of Absence:				
General Nature of Illness* (<i>please do not include diagnosis</i>):				
Date of Assessment: dd mm yyyy		No limitations and/or restrictions <input type="checkbox"/> Return to work date: dd mm yyyy For limitations and restrictions, please complete Part 2.		
Health Care Professional, please complete the confirmation and attestation in Part 3				
PART 2 – Physical and/or Cognitive Abilities Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings. (<i>please complete all that is applicable</i>)				
PHYSICAL (if applicable)				
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>specify</i>):		Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>specify</i>):		Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>specify</i>):
Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>specify</i>):		Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>specify</i>):		
Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>specify</i>):		<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> Use of hand(s): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>specify</i>): </div> <div style="width: 48%;"> Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>specify</i>): </div> </div>		
<input type="checkbox"/> Bending/twisting repetitive movement of (<i>please specify</i>):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>

COGNITIVE (if applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <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 (<i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>).			
Additional comments on Limitations (not able to do) and/or Restrictions (<u>should/must</u> 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: dd mm yyyy	

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. (Complete Part 2) <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	
PART 3 – Confirmation and Attestation Health Care Professional: The following information should be completed by the Health Care Professional	
I confirm all of the information provided in this attestation is accurate and complete: <input type="checkbox"/>	
Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Signature:	

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

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues:

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

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

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. MEMBERSHIP

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

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

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

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives Committee

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

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leave

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

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

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

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

The task force will:

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

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

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

Community Use of Schools Investment	
DSB Name	\$
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
TOTAL	651,835

Supports for Students Fund - CUPE	2022-23			2023-24			2024-25			2025-26		
DSB Name	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
C��p 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 Vlamonde	\$ -	\$ 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 Rivi��res	\$ -	\$ 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	\$ 615,538	\$ 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	\$ 719,330	\$ 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-Patrida 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	\$ 393,718	\$ 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	\$ 1,930,527	\$ 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
Totals	\$ 27,280,687	\$ 33,333,495	\$ 60,614,182	\$ 28,145,485	\$ 34,390,167	\$ 62,535,652	\$ 29,012,366	\$ 35,449,384	\$ 64,461,750	\$ 29,888,539	\$ 36,519,956	\$ 66,408,495

APPENDIX IV

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

PURPOSE

The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its Employees covered by this Agreement through the Union, to secure prompt disposition of grievances, to secure the efficient operations of the Employer's business without interruption or interference with work and to provide wages, hours, benefits and working conditions for the Employees. It is recognized by this agreement to be the duty of the Employer, the Union and the Employees to cooperate fully, individually and collectively for the advancement of the said conditions.

PART B – LOCAL ARTICLES

L1.00 RECOGNITION

- L1.01 The Employer recognizes the Union as the exclusive bargaining agent of all of its office and clerical Employees save and except supervisors and assistant supervisors, persons above the rank of supervisor or assistant supervisor, persons employed pursuant to a Government grant program, students employed during the vacation period, persons employed as secretary, executive secretary or secretarial assistant to the Board as well as all other Employees covered by another certification or current Employees covered by another recognized Employee group.

For the purpose of clarity, all Employees in job classifications listed in Appendix A (Bargaining Unit Exclusions) are excluded from the Bargaining Unit.

- L1.02 For the purpose of this Agreement a full-time Employee shall mean an Employee regularly scheduled to work twenty-four (24) hours or more per week and part-time Employees shall mean an Employee regularly scheduled to work less than twenty-four (24) hours per week. The parties may mutually agree to exceptions as they arise.
- L1.03 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.
- L1.04 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.

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, sexual orientation, age, record of offences, marital status, family status, or handicaps 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 4222, by electronic transfer when feasible, not later than the 10th of the month following the month in which such deductions are made together with a list of the names and 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 notify the Union in writing by the 10th of the month, of all appointments, hiring, transfers, layoffs/redundancy, recalls and terminations of employment, new classifications, reclassifications concerning Employees covered by this Agreement during the previous month. The Employer shall notify the Union of leaves of absences longer than four (4) weeks.

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 six (6) Employees for the purpose of negotiating this Agreement and its renewal. The Union may have one (1) additional delegate whose salaries 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 six (6) Employees representing all three (3) CUPE 4222 Bargaining Units 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 six (6) Employees representing all three (3) CUPE 4222 Bargaining Units and not more than eight (8) 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 jobs 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.

- 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. This time shall not be charged against the Union's leave and shall not form part of any caps on Union leave. 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 Agreement D for Joint Committees)

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) 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.
 - (b) The Employer shall endeavour to conduct staff orientation sessions, and the Union will be provided with an opportunity for up to one half (½) hour during such sessions to make a presentation about membership in the Union.

The Union will provide the Employer with copies of materials used in such session and will not disparage the Employer during the presentation.

- 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 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 three (3) Employees per classification, per day to conduct Union business. Such time shall not exceed a total of one hundred and five (105) working days in one school year for all (3) three units of CUPE Local 4222.

An additional twenty-five (25) working days per school year may be utilized at no cost to the Employer for participation in union activities. 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.

(See also Central Article C11.00, Local Article L14.03 for Union Representation and Local Article 21.07 (i) for Union Release)

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) after which the Employee's name shall be placed on the seniority list mentioned in Article L7.02 below and their seniority shall date back to the date the Employee entered the Bargaining Unit on a permanent basis. 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, job classification 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 and September 30th 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.
- L7.04 The Union will be provided with an electronic copy of the seniority list referred to in Article L7.02 above as well as a current list of names, addresses and telephone numbers of all Employees in the Bargaining Unit unless prevented by any applicable legislation.
- 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 three (3) 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 L7.07, shall continue to accumulate seniority during the period of such absence for a period not exceeding twenty-four (24) consecutive months.

L7.07

(a) Transfers Within CUPE 4222

CUPE 4222B members who post or are medically accommodated into a position in other units of CUPE 4222 and return to CUPE 4222B in accordance with Article L15 will be credited with their seniority previously accrued within CUPE 4222B.

(b) Transfers Outside CUPE 4222

CUPE 4222B members who post or are medically accommodated into a position outside of CUPE 4222 and return to CUPE 4222B within twenty-four (24) months, in accordance with Article L15, will be credited with their seniority previously accrued within CUPE 4222B.

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

L8.00 LAY-OFF AND REDUNDANCY

L8.01 Should it become necessary to declare a position(s) permanently redundant resulting in the displacement or layoff of Employee(s), the Employer will notify in writing and meet with the Union, prior to notifying affected Employees, to discuss the displacement process as per Article L5.01. Employees who are to be laid off as the result of a redundancy will be notified in writing not less than twenty (20) working days prior to the effective layoff date or as provided for in the *Employment Standards Act* whichever is the greater.

L8.02 When a position is declared redundant and there is more than one (1) Employee in that job classification at that school/department, the displacement will be as follows:

- (a) If the redundancy is less than full-time the least senior part-time Employee at the location will be displaced. If there are no part-time Employees then the least senior full-time Employee in that job classification at that school or department will have their status reduced, exercise their bumping rights or accept a layoff.
- (b) If the redundancy is a full-time position, the least senior full-time Employee in that job classification at that location will be displaced regardless if there is a part-time Employee with less seniority at that location. The full-time displaced Employee may exercise their bumping rights or accept a layoff.

L8.03

- (a) Employees displaced as per L8.02 above or declared redundant may utilize their general seniority to displace the least senior Employee in the same job classification with the same rate of pay and the same number of hours or less in the Bargaining Unit provided they have the required skill, ability and qualifications to do the job or the Employee may accept a layoff.
- (b) The displaced Employee(s) will then have the right to displace the least senior Employee to them in the same job level for which the displaced Employee has the required skill, ability and qualifications to perform the required work.
- (c) If there is no such least senior Employee whom the displaced Employee can displace as per L8.03 (b) above, the displaced Employee can then seek to displace the least senior Employee to them in the next lower job level for which the displaced Employee has the required skill, ability and qualifications to perform the work and so on to the next lower job level or job levels.
- (d) It is understood that no Employee can displace an Employee in a higher rate of pay or greater number of hours than their own.

(e) The displacement process at all steps will be as follows:

- (i) in the staffing zone (northwest, northeast, central, southwest, southeast);
- (ii) Board wide.

- L8.04 Through these procedures, a part-time Employee can only displace a part-time Employee and a full-time Employee can only displace a full-time Employee.
- L8.05 The designation of ten (10) month and twelve (12) month positions shall not be a consideration in the displacement/placement of Employees under these procedures.
- L8.06 Where an Employee is displaced/placed under these procedures, the Employee will be allowed to apply for any future job postings and will not need to serve a new trial period (Article L15.04 (a) and L15.05 will not apply).
- L8.07 These provisions shall not apply to lay-offs of ten (10) month Employees for the Winter Break, Spring Break, Summer Break and/or during intercession periods in schools which are on an alternate school year calendar.
- L8.08 In the case of a layoff or redundancy, the least senior Employee in the job classification affected shall be displaced assuming the remaining Employees have the required skill, ability, and qualifications to perform the required work.
- L8.09 Employees who change jobs as a result of a redundancy and resultant displacement procedure shall be paid at the rate of pay of their new classification.
- L8.10 In the case of permanent layoffs and redundancies, 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 efficiently. Where it appears that training will allow the senior Employee to become qualified within a short period of time and depending upon the individual's background and the job in question, on-site training may be made available.
- L8.11 Notwithstanding any other provision in this Agreement, up to five (5) Bargaining Unit Employees who are officers of the Union, shall be the last to be laid-off in the Bargaining Unit.

L9.00 RECALL FROM LAY-OFF

- L9.01 Employees laid off shall be recalled in order of seniority provided such Employee(s) has the required skill, ability and qualifications to do the work in question.
- L9.02
- (a) Laid-off Employees shall retain their right of recall to the Bargaining Unit for a period of thirty (30) consecutive calendar months.
 - (b) Displaced Employees shall retain their right of recall to the job classification from which they were originally displaced for a period of twelve (12) months. If there was more than one displaced Employee from the same job classification and a vacancy occurs in the said classification, the vacancy will be offered to those with recall rights to the position, by order of seniority. If all the displaced Employees elect not to exercise their option, the position shall be posted in accordance with the Collective Agreement and the Employees will lose all recall rights to that position.
- L9.03 Employees recalled for work of a temporary nature may decline the recall without loss of seniority or recall rights. Should this be the case, the Employer shall then contact the next laid-off Employee and offer 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 required skill, ability, and qualifications to do the work in question in order to be recalled for the temporary assignment.
- L9.04 An Employee shall have the right to refuse a recall without loss of recall rights, if the work location is outside the Employee's staffing zone and farther than 30 kms from the Employee's home or if the position recalled for is not from the Employee's recognized department. In such cases, seniority will continue to accrue.
- L9.05 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 retaining the same step on the wage grid they were entitled to prior to the layoff.
- L9.06 When filling a temporary position during a regularly scheduled lay-off, Winter Break, Spring Break, Summer Break and/or intercession periods in schools which are on an alternate school year calendar, priority will be given to the Employee in that position. Only Employees who have previously given notice

to Human Resources that they are interested in temporary work during their lay-off and who have the required skill, ability and qualifications to do the work available will be offered the assignment. An Employee who is placed in a position within their current job classification shall continue to receive their current rate of pay.

- L9.07 When recalling an Employee from a lay-off, other than Winter Break, Spring Break, Summer Break and/or intercession periods in schools which are on an alternate school year calendar, the Employee shall be notified via phone with a follow-up email, and will be allowed seven (7) calendar days from delivery of the email to report for work. The Employee must contact the Human Resources Department within two (2) working days of receipt of such notice and advise them of their intent to accept or decline the recall. It is the Employee's responsibility to keep the Employer notified of any change of address or telephone number.
- L9.08 There shall be no overtime scheduled on a continuous basis in any department while there are qualified Employees in that department on layoff.

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 Employer will not contract out any work which will result in any Employee in the Bargaining Unit being laid off work or suffering a reduction in their regular hours of work or hourly rate of pay.
- L11.02 Employees whose jobs are not in the Bargaining Unit shall not perform any Bargaining Unit work except for emergencies or where Bargaining Unit Employees are not available. In addition, persons not in the Bargaining Unit shall not perform Bargaining Unit work while Employees qualified to perform the available work are on lay-off, nor shall such Employees be utilized to the extent that it causes the lay-off or reduction in hours of Bargaining Unit members.
- L11.03 Unless legislation mandates, workfare participants will not replace existing members of the Bargaining Unit.

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.
- (f) It will solicit input from CUPE Local 4222 regarding items (a through e) as set forth above and keep the President informed of the status of the discussions involving those items.

L11.05 No persons including students or government project Employees will be hired until Employees on lay-off have been given an opportunity to work through the recall procedure, provided each has the necessary skill, ability and the qualifications to do the work available.

(See also 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 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 2 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 3 of the Grievance Procedure.
- (d) A grievance which does not involve the immediate Supervisor may be taken up at Step 2 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 Informal 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 or 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/virtual 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 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/Mediation/Arbitration Process)

L13.00 ARBITRATION

L13.01

- (a) Parties may mutually agree to use mediation prior to proceeding to 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 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 Minister 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 provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement; or in any way 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 L12.00 (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, and will share equally the fees and disbursements of the Chairperson.
- (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 AND 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 placed on a leave of absence with pay, or reassigned, or placed on a leave of absence without pay 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 At any meeting with the Employer at which disciplinary action may be imposed for just cause or where there is a review of the Employee's absentee record, the Employee shall be notified 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. 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 and subject to all applicable legislation) applies to the termination of probationary Employees.

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

L15.00 JOB VACANCIES

L15.01

- (a) Whenever a new job classification falling within the Bargaining Unit is designated by the Employer or there is a permanent vacancy in any of the job classifications covered by this Agreement and the Employer proposes to fill such vacancy, the Employer shall within ten (10) days of receiving notification of the vacancy in the Human Resources Department, post the notice of vacancy and/or new job classification electronically for a period of seven (7) calendar days from date of posting. 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, promotion, demotion 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 for a period of twelve (12) months or less. It also includes new positions created as the result of the opening of a new school or department.
- (b) The notice will contain the name of the school or department, nature of the position, the rate of pay, job classification, the skills, ability and qualifications required, the number of hours per week, hours of work,

whether it is a ten (10) or twelve (12) month position, directions for submitting applications and when it is intended to fill the vacancy.

- (c) Notwithstanding the provisions of 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 in order of seniority. Should the Employee(s) not wish to accept the full-time position, this Article shall apply in accordance with the provisions thereof. The Employee must indicate their intention to the Employer verbally within two (2) working days of receipt of such offer.
- (d) Notwithstanding Article L15.01 (a), should there be a redundancy declared while there is a permanent vacancy in the same job classification, the Employee declared redundant will be offered the vacant position thus eliminating the posting process as long as the Employee has all the necessary skills, ability and qualifications to do the job. In the case where a number of vacancies exist within the same job classification the most senior Employee effected will be offered a choice. The Employee may elect to be laid off in lieu of acceptance of the offered vacant position(s).
- (e) 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, Employees shall apply to the posted vacancies, or indicate their interest to the notices of opportunity, as applicable, in accordance with Article L15.01 and the position(s) will be filled in accordance with Article L15.02.

Only qualified Employees who are currently on lay-off and qualified ten (10) month Employees who are scheduled to be laid off at the end of the school year will be considered to fill these vacancies. The Union will be provided with the details of the summer school positions.

For pay purposes:

- (i) An Employee who is placed in a position within their current job classification shall continue to receive their current rate of pay.
- (ii) An Employee assigned to a position in the same job level as their regular position shall continue to receive their own rate of pay.
- (iii) An Employee assigned to a position in a lower job level than their regular position shall be paid at the same step level in the lower

paid position as the step level they were at in their own position, or at the step level closest to, but not greater than, their current rate of pay.

- (f) When an Employee posts into a permanent vacancy in CUPE 4222 Unit A or D or CUPE 7575, the resulting vacancy shall be posted as a permanent position in accordance with Article L15.00 (Job Vacancies).
- (g) Job vacancies shall be posted throughout the year. During the lay-off period in July and August, vacancies will be posted on Wednesdays only. During the lay-off period in July and August, an employee who wishes to apply for any posted vacancy shall make application electronically in accordance with the posting instructions to the designate stated on the posted vacancy within ten (10) calendar days (it is understood that this supersedes L15.02 (a) for the purpose of the July and August lay-off period only).

15.02 Job Posting Selection Process

- (a) An Employee who wishes to apply for any posted vacancy shall make application electronically in accordance with posting instructions to the designate stated on the posted vacancy within the seven (7) calendar day period specified in Article L15.01. The application shall be submitted by the close of business on the seventh (7th) calendar day from the date of posting. The submitted application must include up-to-date information.
- (b) The application will determine whether a candidate meets all the qualifications requested on the Job Posting. All selected candidates will be administered appropriate technical skills tests if applicable. Such tests will not be necessary if the Employee(s) file(s) already contain the appropriate test results that are two (2) years old or less or the position is within their same job classification.
- (c) A maximum of five (5) qualified Employees who have the most seniority will be selected for an interview. Unsuccessful applicants with more seniority than those selected will be advised prior to the interview.
- (d) Where there is a need for specific certification in a job posting, applicants not possessing that certification, but already performing the job on a permanent basis, shall be deemed qualified.
- (e) The Employer determines the Record of Interview form. The Record of Interview form will be reviewed with the Union when revisions are made.

Interview questions will be the same for all candidates within a job competition.

- (f) 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.
- (g) The Employer must advise the Employee two (2) working days in advance of any test(s) to be administered in conjunction with the interview process.

L15.03

- (a) Employees who are interviewed for positions will be advised via e-mail of the results of their interview within ten (10) working days from the interview date. If requested by an unsuccessful Employee, the reason(s) for not being selected shall be provided in writing. The Union will be advised of the name of the successful applicant within two (2) working days of the position being confirmed.
- (b) The successful applicant shall be placed in their position within twenty-one (21) working days from the date of notification of their acceptance or on the start date as indicated on the posting, whichever is applicable.
- (c) Should there be no successful applicant to a posted vacancy, the Employer will advertise the position and give first consideration to qualified applicants in CUPE 4222 Units A and D.

L15.04

- (a) The successful applicant will be placed in the vacancy for a trial period not exceeding sixty (60) days worked if the applicant has posted to a position outside their present job classification.

If the applicant proves unsatisfactory, the applicant will be advised in writing, prior to the expiration of the trial period.

The trial period may be extended by mutual agreement between the Employer and the Union. If the Employee proves unsatisfactory to the Employer during the trial period, or if the Employee is unable to perform the duties, or in the case of an Employee going to a new classification and requesting a return to their former position, the Employee will be returned to the Employee's former position and location, if still vacant or alternatively a vacant position in the same staffing zone and former job classification. In the event that this occurs, and the duration of time

lapsed from notification of awarded position, is a period of four (4) months or greater, the Employee will be placed into a vacant position in accordance with Article L15.

If in the interim, the former position has been declared permanently redundant, the redundancy procedures shall be invoked and the Employee in question shall be considered to be in their former position for purposes of identifying the redundant Employee.

- (b) A successful applicant will be paid at the rate of pay in the progression in the job level to which the Employee is promoted equal to or next higher than the Employee's rate of pay in the job level from which the Employee was promoted.
- (c) To facilitate the transition into the new position, the successful applicant will be provided an appropriate familiarization period where practicable.

L15.05 An Employee who is the successful candidate to a job posting is not entitled to apply for any other posted vacancy for a period of six (6) months from the date the Employee received written notification that the application was successful, except with the Employer's permission or for vacancies that result in a higher rate of pay, or gives the Employee an increase to their full-time equivalency. In all cases, the trial period in L15.04 must be completed prior to application to any job posting.

A newly hired Employee to the Bargaining Unit shall not be entitled to apply for a posted vacancy until completion of their probationary period except with the Employer's permission.

L15.06 Notwithstanding Article L15.00 (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 will provide for the accommodation of Employees that have not been absent from work.

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 current signed *Terms of Reference for Job Evaluation*, which contains a

procedure for classifying new positions created by the Employer and reclassifying or reviewing existing positions.

L16.02 Pay Equity Maintenance

Further to the Collective Agreement of the parties dated 2000 March 22, the Parties agree that Pay Equity has been achieved and will be maintained in accordance with Section 7(1) of the *Pay Equity Act*.

- L16.03 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 within sixty (60) days.

L17.00 HOURS OF WORK AND OVERTIME

L17.01 Full-Time Only

- (a) The regular work week for office and clerical Employees shall consist of thirty-five (35) hours made up of five (5) working days, Monday to Friday.
- (b) The normal daily hours of work shall be consecutive hours between 7:30 a.m. and 5:00 p.m. However, variation to these hours may be made by mutual consent of the affected Employee(s) and their immediate supervisor. An Employee shall be allowed a lunch period with no assigned duties of at least one-half (½) hour without pay.

L17.02

- (a) Time worked in excess of thirty-five (35) hours per week will be paid for at time and one-half (1.5) the Employee's effective hourly rate calculated to the nearest fifteen (15) minutes provided that overtime amounting to less than one (1) hour in a week will not be paid for. Any extra hours worked must be pre-approved by the supervisor.
- (b) When an Employee is required to work on any of the holidays in Article L18.00 (Paid Holidays), the Employee shall be paid for the holiday plus two (2) times the Employee's effective hourly rate for all time actually worked and if the Employee is required to work on a Sunday, the Employee will be paid at two (2) times the Employee's effective hourly rate for all time actually worked.
- (c) Time off with pay equal to overtime calculated in accordance with (a) or (b) may be granted by the Principal or Supervisor at the request of the Employee. It is understood that the Employer has the right to maintain a

qualified work force and therefore such time off, if granted, will be taken at a mutually agreed time. Such time shall be tracked by the employee and signed by the Principal or Supervisor and used at a time that is mutually agreed by the parties. Such time off may not be accumulated beyond six (6) months of the date that it was worked.

- (d) Before September 15 of each school year, the Superintendent of Human Resources will issue a memorandum which defines the work year for members of the Bargaining Unit.

L17.03 Each employee shall be entitled to a fifteen (15) minute paid rest period in the morning and in the afternoon.

L17.04 Employees who are required to work more than two (2) hours beyond their normal quitting time shall receive a twenty (20) minute paid lunch period.

L17.05 No Employee shall be laid off work in any week merely for the reason that they have worked overtime in that week.

L17.06 If an Employee is called in to work during the Employee's off hours the Employee shall be paid the applicable overtime rate or an amount equal to time and one-half (1.5) the Employee's effective hourly rate for two (2) hours, whichever is the greater of the two.

L17.07 Part-Time Only

- (a) The regular hours of work shall be as from time to time determined by the Associate Director, Organizational Support Services or designate, and either the Supervisor of the Department or the Principal.

- (b) Employees shall be entitled to a fifteen (15) minute paid rest period for each half (½) day worked.

- (c) Part-time Employees scheduled to work more than five (5) consecutive hours are entitled to a fifteen (15) minute paid rest period and on a one half (½) hour unpaid lunch period.

L17.08 The Employer shall notify Employees of their weekly hours of work at the commencement of the fall, winter and spring school terms. An Employee's weekly hours of work shall not be reduced except at the commencement of a school term.

L17.09 Time worked in excess of thirty-five (35) hours per week will be paid for at time and one-half (1.5) the Employee's effective hourly rate calculated to the

nearest fifteen (15) minutes provided that overtime amounting to less than one (1) hour in a week will not be paid.

- L17.10 Before September 15 of each school year, the Associate Director, Organizational Support Services or designate will issue a memorandum which defines the work year for members of the Bargaining Unit.

L18.00 PAID HOLIDAYS

L18.01

- (a) For permanent Employees, the following specified days, shall be recognized as 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
Labour Day	Easter Monday
Thanksgiving Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	Family Day

- (b) Or days observed in lieu of any such holiday and any other day proclaimed as a holiday by the Employer or by any competent Government Authority.
- (c) Employees shall be excused from work without loss of pay on December 24 and on December 31 when these days are regularly scheduled days of work.
- (d) In addition to the paid holidays as outlined in L18.01 (a) above, twelve (12) month Employees are also eligible for the Ontario Civic Holiday.
- (e) One (1) floating holiday per vacation year to be observed on a day to be mutually agreed upon between the Employee and the Employer, such holiday to be taken by June 30th each year. Floating holidays may not be scheduled during lay-off periods. Lay-off periods include December, March, and the summer months. A floating holiday cannot be carried over from one vacation year to the next. Floating holidays may be scheduled as one (1) full day or two (2) half (1/2) days.
- (f) Labour Day will be recognized as a paid holiday only if the Employee works during the week immediately preceding the holiday.

(g) For ten (10) month employees, Christmas Day, Boxing Day, New Year's Day, Canada Day and Labour Day shall be observed and paid during the first week of the Christmas break.

- 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. However, an Employee on approved leave of absence not exceeding seven (7) working days, will receive pay for the holiday, if otherwise eligible.
- L18.03 When any of the holidays noted in L18.01 (a) fall on or are observed during an Employee's scheduled vacation, the Employee shall be entitled to an additional day's vacation with pay for each such holiday.
- L18.04 Employees who are scheduled to work on a paid holiday shall be paid at the rate of double time (2X) for all hours worked in addition to their holiday pay. Such an Employee may elect to take an additional day off with pay in lieu of the holiday pay to be taken at a time mutually agreed to between the Employee and their immediate Supervisor.
- L18.05 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's pay after consultation with all Employee groups.
- L18.06 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 (1) full day during the thirty (30) calendar day period preceding the holiday.

(See also Central Letter #2 for Paid Holidays)

L19.00 VACATION

- L19.01 Employees shall receive vacation with pay or pay in lieu of vacation according to their credited employment service as of July 01 in any year as follows:

Years of continuous credited service prior to July 01 of any year	Days of Vacation with pay (12 month Employees)	Vacation Pay (10 month Employees)
less than 1 year	1 day/month (maximum of 10 days)	4%
1 < 3 years	2 weeks	4%
3 < 9 years	3 weeks	6%

9 < 17 years	4 weeks	8%
17 < 25 years	5 weeks	10%
25 + years	6 weeks	12%

L19.02

- (a) Ten (10) month Employees shall be paid their vacation pay entitlement along with their regular bi-weekly pay as per the chart in L19.01 above.
- (b) If an Employee transfers from a twelve (12) month position to a ten (10) month position the balance of the vacation entitlement shall be paid within ten (10) working days of the transfer along with their regular bi-weekly pay.

L19.03

An Employee's vacation shall not be carried forward to the following year except under exceptional circumstances and with the consent of the Employer. Requests to carry forward unused vacation must be submitted in writing to the Manager, Human Resources by June 1st of the current year for consideration.

L19.04

- (a) Employees whose work locations are in schools or in departments directly related to school operations, who have less than four (4) weeks vacation entitlement, may only take their vacation entitlement during the months of July and August, Winter Break, Spring Break, and intercession periods in schools which are on an alternate school year calendar.
- (b) Employees with four (4) weeks or more of vacation may request vacation at other periods of time for the additional weeks. Such requests will not be unreasonably withheld subject to the provisions of Article L19.05.

L19.05

- (a) When preparing the annual vacation schedule, the Employer shall, subject to its right to maintain a qualified work force, give the choice of vacation dates to Employees with the greatest seniority at each location or in each department.
- (b) Employees shall receive vacation sheets by March 01 and such requests shall be sent in to the Supervisor by April 01. Supervisors will approve all vacation requests and post in all the appropriate locations by April 21. All vacation requests or amended requests received later than April 01 shall be granted on a first come first served basis. No vacation requests shall be unreasonably denied.

- L19.06 If any of the holidays in Article L18.00 (Paid Holidays) are observed during a twelve (12) month Employee's vacation, one (1) additional day's vacation with pay shall be granted for each such holiday. Such additional day shall be taken at a day mutually agreed upon by the Employee and their immediate Supervisor.
- L19.07 As used in this Article, the "vacation year" means the period commencing on the 1st day of July and ending on the 30th day of June next following. Vacation with pay is earned during the course of one vacation year as expressed in this Article and the vacation earned in one vacation year shall be taken and/or paid for in the year following the 30th day of June of the vacation year in which it is earned.
- L19.08 An Employee's vacation or any part thereof, may not be taken prior to the 1st day of July of the year in which it is to be taken.
- L19.09 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 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 B (Gratuities). In the event of the death of an Employee, any gratuity owing will be paid to the estate.

(See also Central Appendix B, Central Letter #2, Local Appendix B, Central Article C6.00, and Central Letter #5)

L21.00 LEAVES 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 School year within this Article is defined as September 01 to August 31.
- L21.03 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.
- L21.04 The Employer may grant a short-term leave of absence without pay to an Employee for good and sufficient reason 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.
- L21.05 Excluding lay-off during the Winter Break, Spring Break, as well as the intercession periods in schools which are on an 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.

L21.06 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 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; the Employee may request an extension of up to a maximum of one (1) additional twelve (12) month period. Any such request shall be made no later than three (3) months prior to the expiration of the leave;
 - (vi) 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 probationary period or acting assignment within the Board but outside of the Bargaining Unit.

L21.07 LEAVES OF ABSENCE WITH PAY

(a) Bereavement Leave

The Supervisor or Manager shall grant up to three (3) days in the case of a death of a member of the immediate family. When used herein, immediate family shall include parents, siblings, spouse or partner, child, spouse/partner's parent, spouse/partner's sibling, child's spouse/partner, legal guardian, grandchild, grandparent or person who has acted as father or mother 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 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 and 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 L21.07 (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 4222.

At the request of the Union, the Manager, Human Resources or designate shall grant full-time or half-time release to a maximum of four (4) full-time equivalency (FTE) or CUPE 4222 Employees as named by the Union. Request for additional full-time or half-time release for CUPE 4222 can be

made in writing. Where approval is granted, the information will be outlined in a Letter of Understanding.

Leave 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 or vacation leave taken shall be deducted from the Employee's sick leave or vacation bank, therefore the Union shall not be responsible for reimbursement or payment of sick leave or vacation time.
- (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), a vacancy created due to a leave of absence for the Local Full Time Release Positions under this Article will not be posted unless the leave of absence exceeds twenty-four (24) months.

(See also Local Article L6.06 for Union Release)

L21.08 ACT OF NATURE AND FAMILY ILLNESS OR ACCIDENT

Leave will be granted under this Article to a maximum of five (5) days as of September 01 each year. Days available will be prorated based upon the work week. Any changes after September 01 in the work assignment shall result in a pro-rata adjustment in the credited days. Credited days may not be carried beyond August 31 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 paid leave 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)

L21.09 RETURN FROM LEAVE

An Employee returning from a leave of absence of twelve (12) months or less 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.

L21.10 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) 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

- (c) 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.
- (d) Applications for a Self-Funded Leave shall be made to the principal/supervisor who shall forward such application to the Manager of Human Resources six (6) months prior to the start of the elected Plan.
- (e) 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.
- (f) Applications shall be considered by the Human Resources Department.

- (g) 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).
- (h) 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

- (i) 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 displaced, 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.

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.

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 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) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the *Employment Standards Act*, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of their 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 deductions 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.
 - (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 six (6) months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of their child, whichever is less.
 - (vi) Employees not defined above have no entitlement to the 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 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 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 and L9.00 (Lay Off And Redundancy and Recall From Lay Off) shall apply.
- (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.

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 Service Canada. Refer to Central Letter of Understanding #2.
- (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 notice 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 and L9.00 (Lay Off And Redundancy and Recall From Lay Off) shall apply.

- (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 Pregnancy/Parental Leaves of Absence/SEB - EI Waiting Periods)

L23.00 RETIREMENT

L23.01

- (a) The Employer will continue the present Retirement Allowance Plan for full-time former London Board of Education office and clerical Employees in accordance with the London Board of Education Act, 1968 and The Education Act. In the event any new policy or by-law of the Employer dealing with retirement allowances comes into effect during the term of the Agreement which is no less favourable than the present plans, the same shall apply to Employees in the Bargaining Unit.
- (b) Retiring employees will make every reasonable effort to provide three (3) months written notice of their intent to retire.

L24.00 WORKERS' SAFETY AND INSURANCE BOARD BENEFITS

- 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. 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 long-term disability plan.

- 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 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 Rebates to which the Employees are entitled to for the previous twelve (12) months.
- L25.03 Subject to eligibility requirements and the provisions of any legislation, an Employee on any leave of absence without pay may not opt out of participation in Long-Term Disability while on leave and shall be responsible for paying 100% of the premium costs.
- L25.04 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.
- L25.05 Eligible Employees and the Employer shall participate in the OMERS Plan in accordance with the regulations stipulated in the Act.

(See also Central Article C5.00, Central Letter #6 for Benefits)

L26.00 TEMPORARY EMPLOYEES

L26.01 Temporary Employees shall be defined as:

- (a) an Employee hired for the specific purpose of replacing another Employee absent due to a paid or unpaid leave of absence, or absent due to a leave from their position to take another temporary position within or outside of the bargaining unit, not to exceed twenty-four (24) consecutive months;
- (b) an Employee hired, for special projects or during periods of heavy workload, and for a specific term not to exceed four (4) consecutive months in the same assignment. Should it become necessary to extend the assignment beyond four (4) months, the reasons will be discussed with the Union.

L26.02 Temporary Employees shall be paid one hundred percent (100%) of the minimum rate of the position they were hired for.

L26.03 Temporary Employees shall be eligible for statutory holiday(s) and vacation pay in accordance with the *Ontario Employment Standards Act*.

L26.04 Temporary Employees shall pay Union dues in accordance with Article L4.00 (Union Security, Membership and Dues).

L26.05 Temporary Employees whose assignment extends beyond twelve (12) consecutive months shall be eligible to enroll in the Life, Health and Dental Plans by paying 100% of the premiums. Eligibility for Benefits shall commence as soon as it is confirmed that the assignment will be for more than twelve (12) consecutive months but no sooner than six (6) months after the beginning of the assignment.

L26.06 No Employee who has acquired seniority under this Agreement will be laid off, nor shall a lay-off be prolonged, by reason of the Employer hiring or retaining Employees under this Article.

L26.07

- (a) By the 10th of each month the Union shall be given a "Temporary Report" which will include the names of the temporary Employees who worked during the previous month, days worked, level of job classification, rate of pay, and the location of the assignment.

- (b) By the 10th of each month the Union shall be given a list of permanent employees who were absent from work in the previous month as well as the location where they work and the days absent.

(See also Central Article C10.00, Local Letter B, Local Letter C and Local Letter of Understanding for Temporary Employees)

L27.00 TECHNOLOGICAL CHANGE

- L27.01 For the purpose of this Agreement, technological change shall mean the introduction of technology equipment, or related processes different in nature from that previously utilized by the Employer.
- L27.02 As it becomes necessary to introduce technological 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, except in exceptional circumstances.
 - (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 an Employee's 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 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 change shall exercise their rights under Article L8 (Lay-off and Redundancy).

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 The Board shall provide adequate insurance protection for Employees against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of Employees covered by this Agreement.

L28.02 The Mail Processing Clerk shall be provided with smocks to protect their clothing.

L29.00 PERSONNEL FILE

L29.01 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.

L29.02 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.

L29.03 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 L29.05.

L29.04 Where Human Resources amends or removes such information pursuant to Article L29.02, Human Resources shall, at the request of the Employee, notify all persons who received a report based on the inaccurate information.

- L29.05 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 purposes of this article, lay-off periods are considered active employment.
- L29.06 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.

L30.00 EXPENSE REIMBURSEMENT

L30.01

- (a) Where an Employee is specifically required by the Employer to undertake any course of instruction, or attend any seminar or conference outside the Employee's 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.

- L30.02 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 thereto 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.

L31.00 PAY ADMINISTRATION

- L31.01 Rates of pay and job classifications shall be as set forth in Schedule A to this Agreement.
- L31.02 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.
- L31.03 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.
- L31.04 Subject to Federal guidelines, eligibility and the direction of CUPE 4222, the Employer will distribute the employment insurance rebate to employee on each pay.
- L31.05
 - (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.

L32.00 RATES OF PAY AND JOB CLASSIFICATIONS

- L32.01 An Employee's length of service with the Employer, for the purpose of awarding increments in accordance with Schedule A (Rates of Pay and Job Classifications) of this Agreement shall:
 - (a) begin at the time at which such Employee commenced in the Employee's current job level;
 - (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.

- L32.02 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 level which will provide a higher rate of pay than the Employee's former position.
- L32.03 When a permanent Employee is assigned on a temporary basis for five (5) consecutive working days or more to perform work in a job classification other than the Employee's own, the Employee will be paid at the rate of pay in the progression in the job level to which the Employee is transferred equal to or next higher than the Employee's rate of pay in the job level from which the Employee was transferred.
- L32.04 Employees will receive their T4s and T4As electronically through their Employee Portal.

L33.00 OCCUPATIONAL HEALTH AND SAFETY

- L33.01 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.
- L33.02 A first aid kit supplied by the Employer shall be placed at each worksite.
- L33.03 Employees will not be required to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the Employee to risk of injury or liability for negligence. It shall not be part of the duties and responsibilities of a member or the Bargaining Unit to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.
- L33.04 The parties agree that the early and safe return to work process will be maintained according to the current signed *Terms of Reference for Early and Safe Return to Work Program*, which contains a procedure for identifying objectives of the committee and responsibilities of committee members in supporting early and safe return to work practices.

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

L34.00 COMMUNICATIONS

- L34.01
- (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 post the Collective Agreement electronically 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) The Board shall make available all public session and standing committee minutes and all Board Policies and Procedures.
- (d) 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.
- (e) 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.

L35.00 TERM OF AGREEMENT

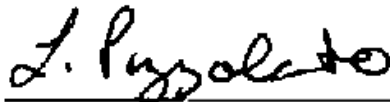
- L35.01 This Agreement shall commence on the date of ratification and end 2026 August 31, unless either party gives notice in writing to the other not less than thirty (30) or more than one hundred and twenty (120) days prior to the expiry date hereof of that party's intention to renew the Collective Agreement with or without modifications in accordance with the Ontario Labour Relations Board.
- L35.02 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 C3.00 for Length of Term/Notice to Bargain)

SIGNATURES

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

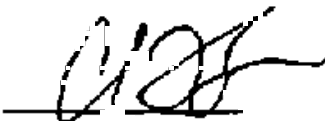
SIGNED and AGREED on behalf of the Thames Valley District School Board



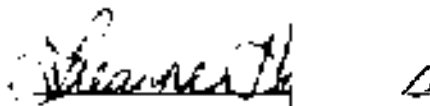
Lori-Ann Pizzolato
Chairperson of the Board



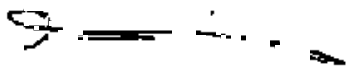
Mark Fuller
Director of Education



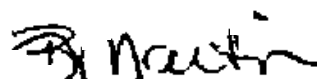
Christian Sachs
Trustee, Negotiations Advisory Committee



Leeanne Hopkins
Trustee, Negotiations Advisory Committee



Linda Nicholson
Associate Director
Organizational Support Services



Bethany Martin
Acting Senior Manager, Human Resources
Organizational Support Services



Lyndsey Peff
Supervisor, Human Resources
Organizational Support Services

SIGNED and AGREED on behalf of the Canadian Union of Public Employees (CUPE 4222 B)



Mary Herry
President/Chairperson, CUPE 4222



Jennifer Barnett
National Representative, CUPE

SCHEDULE A: RATES OF PAY AND JOB CLASSIFICATIONS

Job Title	2022 Sep 01			2023 Sep 01			2024 Sep 01			2025 Sep 01			Level
	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	
Administrative Secretary, Secondary School	29.22	32.35	35.73	30.22	33.35	36.73	31.22	34.35	37.73	32.22	35.35	38.73	F2
Assistant, Alternative Education	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Adult and Continuing Education	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Adult and Continuing Education (Driver Education)*	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Alternative Education*	19.44	21.2	23.12	20.44	22.2	24.12	21.44	23.2	25.12	22.44	24.2	26.12	A1
Assistant, Alternative Education - Suspension / Expulsion Program*	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Business Services	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Assistant Buyer*	23.15	25.27	27.81	24.15	26.27	28.81	25.15	27.27	29.81	26.15	28.27	30.81	D2
Assistant, Community and Corporate Development	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Assistant, Community Use of Facilities	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1

Job Title	2022 Sep 01			2023 Sep 01			2024 Sep 01			2025 Sep 01			Level
	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	
Assistant, Computer A/V Repair	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Assistant, Education Liaison Office*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Assistant, Elementary School	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, E-Learning	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Assistant, Financial Services (Accounts Payable)*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Assistant, Financial Services (Collections)*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Assistant, Graphic Services	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Hearing Resources Program	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Human Resources*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Assistant, Human Resources (Absence Control)*	21.55	23.65	25.92	22.55	24.65	26.92	23.55	25.65	27.92	24.55	26.65	28.92	B2

Job Title	2022 Sep 01			2023 Sep 01			2024 Sep 01			2025 Sep 01			Level
	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	
Assistant, Human Resources (Abilities and Wellness Services)	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Human Resources (Health and Safety)	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Human Resources (Staffing)*	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Human Resources (Support Staff)*	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Human Resources (Teaching Staff)*	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, International Admissions	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Learning Support Services	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Learning Support Services (Environmental Education)*	21.55	23.65	25.92	22.55	24.65	26.92	23.55	25.65	27.92	24.55	26.65	28.92	B2
Assistant, Library Services	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Assistant, Media Services*	20.42	22.19	24.31	21.42	23.19	25.31	22.42	24.19	26.31	23.42	25.19	27.31	A2

Job Title	2022 Sep 01			2023 Sep 01			2024 Sep 01			2025 Sep 01			Level
	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	
Assistant, Media Production Services*	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Operations Services (Alternative Education)*	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Organizational Support Services	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Payroll Helpline	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Payroll Services	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Assistant, Printing Services*	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Program Services*	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Program Services (Environmental Education)*	21.55	23.65	25.92	22.55	24.65	26.92	23.55	25.65	27.92	24.55	26.65	28.92	B2
Assistant, Purchasing Services	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Assistant, Research and Assessment	21.55	23.65	25.92	22.55	24.65	26.92	23.55	25.65	27.92	24.55	26.65	28.92	B2
Assistant, Special Education*	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1

Job Title	2022 Sep 01			2023 Sep 01			2024 Sep 01			2025 Sep 01			Level
	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	
Assistant, System Staff Development*	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, Transportation Services*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Assistant, Vision Resources	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Assistant, WD Sutton School*	20.42	22.19	24.31	21.42	23.19	25.31	22.42	24.19	26.31	23.42	25.19	27.31	A2
Cataloguer	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Continuing Education Secretary*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Continuing Education Secretary, ESL/Summer School*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Department and Cellular Device Administrator	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Donations Assistant	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Elementary Administrative Secretary	25.51	28.11	30.94	26.51	29.11	31.94	27.51	30.11	32.94	28.51	31.11	33.94	E2
ESL Secretary*	21.55	23.65	25.92	22.55	24.65	26.92	23.55	25.65	27.92	24.55	26.65	28.92	B2
Expediter	23.03	25.21	27.58	24.03	26.21	28.58	25.03	27.21	29.58	26.03	28.21	30.58	E0

Job Title	2022 Sep 01			2023 Sep 01			2024 Sep 01			2025 Sep 01			Level
	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	
Facilitator, Employment Resource Centre*	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Filing Assistant, Human Resources	19.44	21.2	23.12	20.44	22.2	24.12	21.44	23.2	25.12	22.44	24.2	26.12	A1
Lead Facilitator, Employment Resource Centre*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	D1
Mail Processing Clerk	21.55	23.65	25.92	22.55	24.65	26.92	23.55	25.65	27.92	24.55	26.65	28.92	B2
Media Resource Specialist*	26.59	29.13	31.91	27.59	30.13	32.91	28.59	31.13	33.91	29.59	32.13	34.91	F1
MISA Data Clerk*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	D1
Night School Secretary*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
OnSIS Support Analyst	23.03	25.21	27.58	24.03	26.21	28.58	25.03	27.21	29.58	26.03	28.21	30.58	E0
Operator, Electronic Publishing and Graphics*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Payroll Analyst	25.51	28.11	30.94	26.51	29.11	31.94	27.51	30.11	32.94	28.51	31.11	33.94	E2
Payroll Control Assistant	25.51	28.11	30.94	26.51	29.11	31.94	27.51	30.11	32.94	28.51	31.11	33.94	E2
Payroll Control Assistant (Pensions)*	23.15	25.27	27.81	24.15	26.27	28.81	25.15	27.27	29.81	26.15	28.27	30.81	D2
Psychological Services Secretary*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1

Job Title	2022 Sep 01			2023 Sep 01			2024 Sep 01			2025 Sep 01			Level
	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	
Public Affairs Assistant*	23.15	25.27	27.81	24.15	26.27	28.81	25.15	27.27	29.81	26.15	28.27	30.81	D2
Receptionist, Director's Services	20.42	22.19	24.31	21.42	23.19	25.31	22.42	24.19	26.31	23.42	25.19	27.31	A2
Receptionist, Director's Services (Bookings)*	20.42	22.19	24.31	21.42	23.19	25.31	22.42	24.19	26.31	23.42	25.19	27.31	A2
Receptionist, Employment Resource Centre*	19.44	21.2	23.12	20.44	22.2	24.12	21.44	23.2	25.12	22.44	24.2	26.12	A1
Receptionist, Human Resource Services*	20.42	22.19	24.31	21.42	23.19	25.31	22.42	24.19	26.31	23.42	25.19	27.31	A2
Receptionist, Operations Services*	20.42	22.19	24.31	21.42	23.19	25.31	22.42	24.19	26.31	23.42	25.19	27.31	A2
Receptionist, Program Services*	20.42	22.19	24.31	21.42	23.19	25.31	22.42	24.19	26.31	23.42	25.19	27.31	A2
Records Information Management (RIM) Assistant	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Records Information Management (RIM) Clerk	19.44	21.2	23.12	20.44	22.2	24.12	21.44	23.2	25.12	22.44	24.2	26.12	A1
Registrar / Administrative Secretary*	26.59	29.13	31.91	27.59	30.13	32.91	28.59	31.13	33.91	29.59	32.13	34.91	F1

Job Title	2022 Sep 01			2023 Sep 01			2024 Sep 01			2025 Sep 01			Level
	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	
Secondary School Assistant	20.48	22.26	24.37	21.48	23.26	25.37	22.48	24.26	26.37	23.48	25.26	27.37	B1
Secondary School Secretary	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	D1
Secretarial Support, Facility Operations*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	D1
Secretarial Support, Human Resources*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	D1
Secretarial Support, Information Technology*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Secretarial Support, Learning Support Services	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	D1
Secretarial Support, Maintenance	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	D1
Secretarial Support, Operations Services*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	D1
Secretarial Support, Program Services*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	D1
Secretarial Support, Projects*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	D1
Secretarial Support, Public Affairs*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1

Job Title	2022 Sep 01			2023 Sep 01			2024 Sep 01			2025 Sep 01			Level
	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	Start	One Yr.	Two Yrs.	
Secretarial Support, System Staff Development	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	D1
Secretary, Adult and Continuing Education	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Secretary, Alternative Education	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Secretary, Alternative Education / Operations*	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Special Education Secretary	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Stores Clerk	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1
Student Information	25.51	28.11	30.94	26.51	29.11	31.94	27.51	30.11	32.94	28.51	31.11	33.94	E2
Zone Assistant, Facility Services	21.62	23.71	25.98	22.62	24.71	26.98	23.62	25.71	27.98	24.62	26.71	28.98	C1

*Redundant Position

LETTER OF AGREEMENT A: MENTORSHIP PROGRAM

For the 2019 – 2020 school year, the Thames Valley District School Board will offer Elementary Administrative Secretaries, Secondary Administrative Secretaries and Secondary School Secretaries an opportunity to become mentors for their respective job classifications.

The Board will review the feasibility of continuing the Mentorship program in each subsequent year of this Collective Agreement and will advise the Union accordingly.

LETTER OF AGREEMENT B: TEMPORARY EMPLOYEE TRAINING

The Thames Valley District School Board will endeavour to offer new hires to the Temporary Office and Clerical position an opportunity to attend unpaid Employee New Hire Orientation session. The Employer may facilitate an opportunity for a new temporary hire to job shadow at an elementary school and a secondary school. It is understood by the parties that such shadow opportunities are unpaid.

LETTER OF AGREEMENT C: TEMPORARY EMPLOYEE SENIORITY LIST

In accordance with Article C10.00 of the Provincial Memorandum of Settlement dated 2022 December 20, and Article L7.03, the Temporary Employee Seniority List will be shared electronically with the Union.

LETTER OF AGREEMENT D: SUPERVISION OF STUDENTS

It is recognized that CUPE 4222B employees do not have primary responsibility for the supervision of students. To assist with managing student behaviour concerns in school offices the Board will issue the established procedural guidelines on an annual basis.

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

LETTER OF AGREEMENT E: MONTHLY ABSENCE RATES AND UNFILLED VACANCIES

The parties agree to ongoing discussion at labour-management regarding monthly absence rates and unfilled absences.

LETTER OF UNDERSTANDING: POSTING OF PERMANENT VACANCIES WITHIN CUPE 4222B

Whereas: The Union and Employer has agreed during bargaining to a Letter of Understanding commencing upon ratification of the Local Collective Agreement, and expiring on August 30, 2026.

Therefore, the parties hereby agree to the following amendments to the Local CUPE 4222B Collective Agreement:

1. Where the Union and the Employer had agreed to a Letter of Understanding that was subsequently extended until August 31, 2022, the parties agree to revert to the internal posting process contained within Article L15.03 except for the posting of positions where permanent vacancies remain.
2. Where permanent vacancies remain, they will be posted concurrently to permanent employees of CUPE 4222 Unit A, permanent employees of CUPE 4222 Unit D and temporary employees of CUPE 4222 Unit B prior to posting the positions externally.
3. The Employer determines the Record of Interview form, of which seniority will not be a factor in considering the successful candidate.
4. The parties agree to review the terms of this Letter of Understanding, prior to the expiry date as noted, to determine if it will be extended for a subsequent year.
5. It is understood that all other articles of the Collective Agreement will apply except where amended as above.
6. It is understood the terms and conditions of this Letter of Understanding is without prejudice to any position the parties may take in future matters related to bargaining.

(See also Central Article C10.00, Local Article L26.00, Local Letter B and Local Letter C for Temporary Employees)

LETTER OF UNDERSTANDING: JOINT HEALTH AND SAFETY COMMITTEE

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.

LETTER OF UNDERSTANDING: LAY-OFF AND REDUNDANCY

Whereas: The Union and Employer has agreed during bargaining to a Letter of Understanding commencing upon ratification of the Local Collective Agreement, and expiring on August 31, 2024.

Therefore the parties hereby agree to the following amendments to the Local CUPE 4222B Collective Agreement:

1. Article L8.05 will not be in force and the designation of ten (10) month and twelve (12) month positions will be considered in the displacement/placement of Employees for the lay-off and redundancy procedures under Article L8.00.
2. Where a redundancy is declared, the Employee will be given the offer to voluntarily transfer between 10- or 12-month positions in accordance with Article L8.02.
3. Where there is no option to voluntarily transfer between a 10- or 12-month position in accordance with Article L8.02 or the Employee wishes to remain in a position with the same work year, the Employee will be placed into a permanent vacancy with the same work year in accordance with Article L15.01 (d) prior to any displacement.
4. Where the Employee is placed under #3 above, the lay-off and redundancy process will be deemed complete and there will be no further placements. The Employee will not be required to serve a new trial period and they will be allowed to apply for any future job postings.
5. If there is no permanent vacancy with the same work year, the Employee will be placed in accordance with Article L8.03 and L8.04. 10-month Employees may only displace a 10-month Employee and a 12-month Employee may only displace a 12-month Employee.
6. Where the Employee is placed under #5 above, the lay-off and redundancy process will be deemed complete and there will be no further placements. The Employee will not be required to serve a new trial period and they will be allowed to apply for any future job postings.
7. The parties agree to review the terms of this Letter of Understanding, prior to the expiry date as noted, to determine if it will be extended for a subsequent year(s).
8. It is understood that all other articles of the Collective Agreement will apply except where amended as above.
9. It is understood the terms and conditions of this Letter of Understanding is without prejudice to any position the parties may take in future matters related to bargaining.

APPENDIX A (BARGAINING UNIT EXCLUSIONS)

Accounting Technician (Formerly Field Support Analyst)
Administrative Assistant, Capital Planning
Administrative Assistant, Learning Support Services (Formerly Administrative Assistant, Operations Services)
Administrative Assistant – Superintendent/Managers – Human Resources
Administrative Assistant, Temporary Staff (Formerly Administrative Assistant – Casual Staff)
Administrative Assistant, Trustees (Formerly Secretarial Assistant, Trustees)
Assistant, Corporate Services
Assistant, Human Resources
Behaviour Analyst (Formerly ABA Specialist)
Benefits Specialist (Formerly Administrative Assistant, Benefits)
Business Applications Specialist (Formerly Supervisor, Applications and Disbursements)
Business Services Officer (Formerly Secretarial Assistant, Superintendent of Business Services and Treasurer; Secretarial Assistant, Executive Superintendent of Business Services and Treasurer)
Buyer
Chief of Psychology (Formerly Coordinator, Psychological Services)
Communications Specialist
Community and Corporate Fund Development Officer (Formerly Coordinator, Development)
Cooperative Education Liaison Officer
Coordinator, ESL, Adult, Alternative and Continuing Education
Coordinator, LBS, Adult, Alternative and Continuing Education (Formerly Coordinator, ABE)
Coordinator, Public Affairs
Coordinator, Research Services
Coordinator, School Counselling and Social Work Services (Formerly Coordinator, Attendance and Social Work)
Coordinator, Speech and Language
Coordinator, System Staff Development (Formerly Staff Development Officer)
Counselling and Support Worker
Database Administrator
Disability Management Administrator (Formerly Administrative Assistant, Disability Management)
Disability Management Officer
Employee Relations Officer
Energy Management Coordinator (Formerly Energy Management Systems Specialist)
Environmental Educator
Facilities Information Management System Specialist
Facility Operations Officer
Facility Records Coordinator (Formerly AutoCAD Specialist)
Financial Accountability Coordinator
Financial Analyst
First Nations, Métis and Inuit Counsellor (Formerly First Nations Counsellor)

First Nations, Métis and Inuit Education Advisor
 GIS/Planning Technician
 Group Leader, ITS (Formerly Group Leader – CEC)
 Group Leader, Media Services
 Group Leader, Project Management
 Internal Audit Analyst
 Internal Auditor
 International Admissions Coordinator
 IPPS Payroll Transition Team
 IT Security Specialist
 LAN Specialist
 Maintenance / Project Leader (HVAC)
 Maintenance Leader
 Officer Supervisor, Learning Support Services (Formerly Office Supervisor, Program Services)
 Office Supervisor, Organizational Support Services (Formerly Office Supervisor, Human Resources)
 Operations Leader (Afternoon Shift)
 Operations Leader (Day Shift)
 Operations Services Officer (Formerly Secretarial Assistant, Associate Director, Learning Support Services; Secretarial Assistant, Executive Superintendent of Operation Services)
 Planning Analyst (Formerly Capital Data Analyst)
 Planning Coordinator (Formerly Facility Coordinator, Portables and Systems; Coordinator, Portables and Systems)
 Procurement Controls Specialist
 Program Services Officer
 Project Coordinator
 Project Liaison Officer
 Project Specialist
 Project Supervisor, Mechanical/Electrical/Architectural
 Psychological Associate
 Psychologist
 Psychometrist
 Public Affairs Officer
 Purchasing Officer
 Records Information Management Officer
 Regional Internal Audit Manager
 Regional Internal Auditor
 Replacement Staffing Coordinator
 Research and Assessment Associate (Formerly Measurement and Evaluation Assistant; Research and Assessment Assistant)
 Safety Specialist
 School Support Counsellor
 Secretarial Assistant, Business Services
 Secretarial Assistant, Executive Officer, Facility Services and Capital Planning

Secretarial Assistant, Executive Superintendent of Program Services
 Secretarial Assistant, Full Day Kindergarten and Child Care Initiatives
 Secretarial Assistant, Human Resources
 Secretarial Assistant, Public Affairs and Community Relations
 Secretarial Assistant, Superintendent of Student Achievement (Formerly Secretarial Assistant, Superintendent of Education)
 Secretarial Assistant, Superintendent of Human Resources
 Senior Regional Internal Auditor
 Social Worker / Attendance Counsellor
 Speech and Language Pathologist
 Staffing Officer, Human Resources (Formerly Staffing Officer – Teaching Staff; Staffing Officer – Support Staff; Staffing Officer – Occasional Teachers)
 Staffing Supervisor
 Student Placement Facilitator
 Supervisor, Accounting Services
 Supervisor, Cataloguing Services (Formerly Senior Cataloguer)
 Supervisor, Client Services (Formerly Group Leader, Help Desk and Training)
 Supervisor, Community Use of Facilities
 Supervisor, Computer & AV Repair
 Supervisor, Corporate Services
 Supervisor, Database Services
 Supervisor, Distribution Centre
 Supervisor, Electronic Publishing and Graphics
 Supervisor, Facility Services
 Supervisor, Financial and Secretarial Support, Adult, Alternative and Continuing Education
 Supervisor, Financial Services (Formerly Supervisor, Financial Planning & Reporting; Supervisor, Financial Reporting and Accountability; Supervisor, Financial Support Services)
 Supervisor, Graphic Services (Formerly Supervisor, Printing Services)
 Supervisor, Infrastructure and Operations (Formerly Group Leader – Networking & Operations)
 Supervisor, Learning Support Services (OnSIS)
 Supervisor, Library Automation and Resources (Formerly Library Automation Specialist)
 Supervisor, Operational Accounting (Supervisor, Payroll Systems)
 Supervisor, Payroll Services
 Supervisor, School Operations (Formerly Supervisor, Operations Services and Office Supervisor - CEC)
 Supervisor, Supply Management
 Supervisor, Systems Development and Support (Formerly Group Leader, Systems Development/Client)
 Supervisor, Transportation Services
 Support Coordinator, Student Information Systems
 Systems Integration Specialist I
 Systems Integration Specialist II
 Systems Operating Specialist
 Technology Deployment Specialist

Trainer, Health and Safety (Formerly Safety Technician)
Training Coordinator
Transportation Officer
Voice Telecommunications Specialist
WAN Specialist
Web Administrator

APPENDIX B (GRATUITIES)

London Board of Education

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.

Middlesex County Board of Education

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 Twelve (12) Month Basis:

Number of days of accumulated sick leave to maximum of:

$$240/2 \times 1/240 \times \text{Regular annual salary on retirement excluding overtime.}$$

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) An Employee hired after 1984 November 01 and before 1998 January 01 who is regularly employed for thirty-five(35) hours per week, who has completed a minimum of five(5) years or more of continuous service with the Employer prior to 2000 March 01 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 1997 December 31. The maximum accumulated sick leave for computing this allowance shall be the lessor of the number of days accumulated on the date of ratification or the number of days accumulated at the time of resignation.

**Elgin County Board of Education
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.:

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

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.

**Oxford County Board of Education
Former 3581**

When an Employee retires at normal retirement age, or upon retiring between age 55 and 65, and has had at least ten (10) years continuous

service, the Employee shall be entitled to a sick leave credit gratuity based on the following formula:

$$\frac{1}{2} \times \text{Salary of Final Year} \times \frac{\text{\# of accumulated sick leave days}}{220} \times \frac{\text{\# of Years of Service with Employer of Any Predecessor Board}}{20}$$

Maximum gratuity shall not exceed \$6,000.00 for Employees hired after 1978 May 01.

A Sick Leave Credit Gratuity shall be paid to the estate of an Employee with ten (10) years of continuous service whose death occurs before retirement and while still employed. The gratuity shall be calculated as though the Employee has retired under circumstances which would qualify the Employee for the gratuity on the day before the Employee's death.

(See also Central Appendix B, Central Letter #2 and Local Article L20.00 for Retirement Gratuities)