

COLLECTIVE AGREEMENT

Between:

DURHAM CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the “Board”)



**DURHAM CATHOLIC
DISTRICT SCHOOL BOARD**
Learning and Living in Faith

and

**EDUCATIONAL ASSISTANTS
REPRESENTED BY THE
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 218**
(hereinafter called the “Union”)



SEPTEMBER 1, 2022 TO AUGUST 31, 2026

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APPENDIX I
CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

CTA/CAE refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with

respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency. The CTA/CAE is composed of:

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

- i. within 90 (ninety) days of the expiry date of the collective agreement; or
- ii. within such greater period agreed upon by the parties; or

- iii. within any greater period set by regulation by the Minister of Education.
- b) Notice to bargain centrally constitutes notice to bargain locally.
- c) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

- a. Dispute Resolution

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

- b. Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

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

- b. The Crown shall have the following rights:

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

- a. A dispute can include:

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

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

C4.14 Timelines

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

C4.15 Voluntary Mediation /Expedited Meditation

- a. The central parties may, on mutual agreement, request the assistance of a mediator.
- b. Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.
- c. Timelines shall be held in abeyance from the time of referral to mediation until the completion of the mediation process. The referral of a grievance to mediation is without prejudice to either parties' position on jurisdictional matters, including timeliness.
- d. The Parties agree to refer any mediation to agreed-upon mediator(s). In selecting a mediator, the parties shall have regard to reasonable availability, sector knowledge, and linguistic competence.
- e. Following ratification, the parties shall contact mediator(s) to establish three dates for mediation. Dates shall be scheduled in consultation with the parties. One of the expedited mediation sessions shall be conducted in French and two of the expedited mediation sessions shall be conducted in English every school year of the agreement unless agreed otherwise by the parties.
- f. It is understood that the resolution of any grievance under the mediation process shall be without prejudice and shall not be raised or relied upon by either party or the Crown in any future proceeding, except for enforcement purposes.
- g. The parties may jointly set down up to 5 (five) grievances for each review.

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

C4.16 Arbitration

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #8. Arbitrators on the list will be used in rotation, based on availability. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d. The Parties shall select an arbitrator from the list to subject to their availability to hear the matter within eighteen (18) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within eighteen (18) the parties shall appoint a mutually agreed to arbitrator who is available within eighteen (18) months.

- e. The central parties may refer multiple grievances to a single arbitrator.
- f. The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00

BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

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

C5.3 Cost Sharing

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

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

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

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

The allocations outlined in paragraphs b) and c) above will be provided on the first day of each fiscal year, or the first day of employment, subject to the exceptions below: Where a permanent Employee is accessing sick leave and/or the short-term disability plan in a fiscal year and the absence continues into the following fiscal year for the same medical condition, the permanent Employee will continue to access any unused sick leave days or short-term disability days from the previous fiscal year's allocation.

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

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

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTTP 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 OTTP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long-Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited

service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short-term sick leave provision and qualification for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

- a) Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.
- b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

**C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING
Negotiations Committee**

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and

coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.

- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short-term disability plan.

Supplemental Employment Benefits (SEB)

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

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

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

C15.00 PROFESSIONAL ACTIVITY DAYS

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

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

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - Medical Certificate

PART 1

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

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

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

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

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

First Day of Absence:

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

Date of Assessment:

dd mm yyyy

No limitations and/or restrictions

Return to work date: **dd mm yyyy**

For limitations and restrictions, please complete Part 2.

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

PART 2 – Physical and/or Cognitive Abilities

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

PHYSICAL (if applicable)

<p>Walking:</p> <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> :	<p>Standing:</p> <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> :	<p>Sitting:</p> <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> :	<p>Lifting from floor to waist:</p> <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> :
<p>Lifting from Waist to Shoulder:</p> <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> :	<p>Stair Climbing:</p> <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> :	<p><input type="checkbox"/> Use of hand(s):</p> <p>Left Hand</p> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other <i>(specify)</i> :	<p>Right Hand</p> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other <i>(specify)</i> :
<p><input type="checkbox"/> Bending/twisting</p> <p>repetitive movement of <i>(please specify)</i>:</p>	<p><input type="checkbox"/></p> <p>Work at or above shoulder activity:</p>	<p><input type="checkbox"/></p> <p>Chemical exposure to:</p>	<p>Travel to Work:</p> <p>Ability to use public transit:</p> <input type="checkbox"/> Yes <input type="checkbox"/> No <p>Ability to drive car:</p> <input type="checkbox"/> Yes <input type="checkbox"/> No

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 (should/must not do) for all medical conditions:			

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

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

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

Have you discussed return to work with your patient?

- Yes No

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

- Regular full time hours Modified hours
 Graduated hours

Start Date: **dd mm yyyy**

Is the patient on an active treatment plan?: Yes No

Has a referral to another Health Care Professional been made?

- Yes (optional - please specify): _____ No

If a referral has been made, will you continue to be the patient's primary Health Care Provider?

- Yes No

Please check one:

- Patient is capable of returning to work with no restrictions.
 Patient is capable of returning to work with restrictions. **(Complete Part 2)**
 I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.

Recommended date of next appointment to review Abilities and/or Restrictions:

dd mm yyyy

PART 3 – Confirmation and Attestation	
Health Care Professional: The following information should be completed by the Health Care Professional	
I confirm all of the information provided in this attestation is accurate and complete: <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: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. Funding reductions directly related to services provided by bargaining unit members; or
 - d. School closure and/or school consolidation.

2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
 - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
 - c. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. MEMBERSHIP

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

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

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives Committee

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

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leave

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

LETTER OF AGREEMENT #13

BETWEEN

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

and

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

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

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

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

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

The task force will:

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

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

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Board and its employees, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The Board, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all employees of the Board engaged as Educational Assistants.
- 2.02 No employee shall be required or permitted to make a verbal or written agreement with the Board or a representative which may conflict with the terms of this Collective Agreement.
- 2.03 In the event the Board merges or amalgamates with another board in which the Employees therein are represented by another union, the Board shall make all reasonable efforts to ensure that the representation rights and the status quo of CUPE, Local 218, shall be maintained until a final determination is made under the *Ontario Labour Relations Act* as to the proper representation of the combined group.

ARTICLE 3 – MANAGEMENT FUNCTION

- 3.01 The Union acknowledges that it is the exclusive function of the Board to:
- (a) maintain efficiency, order and discipline;
 - (b) hire, retire, discharge, direct, classify, establish new positions, transfer, promote, demote, lay-off and suspend or otherwise discipline employees provided that a claim by an employee with seniority that the employee has been the subject of a discriminatory promotion, demotion or transfer, or a claim that the employee has been discharged or disciplined without reasonable cause may be made the subject of a grievance and dealt with as hereinafter provided; and
 - (c) operate and manage its educational facilities in all respects in accordance with its commitments and responsibilities including the determination of the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the operation of the Board's facilities not otherwise specifically dealt with elsewhere in this Agreement.
- 3.02 The above functions shall be exercised in a manner consistent with the other provisions of this Agreement.

- 3.03 The Board has the right to make and implement reasonable rules and regulations. Any changes in such rules and regulations made by the Board shall not be in conflict nor inconsistent with the provisions of this Agreement.

ARTICLE 4 – UNION RESPONSIBILITY

- 4.01 The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees covered in this Agreement and assumes a joint responsibility with the Board in assuring a fair day's work on the part of its members.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 No discrimination, harassment or intimidation or coercion will be practiced or permitted by either the Board or the Union, or any of their officers or representatives, against any employee or any representative of the Board, by reason of, or arising out of the activities of the Board, or out of trade union membership or activity, whichever is applicable, or by reason of race, colour, sex, age, creed, ancestry, ethnic origin, marital status, family status, disability, political affiliation or religious affiliation.

ARTICLE 6 – CHECK-OFF

- 6.01 (a) All present members shall remain members and all future employees shall become and remain members of the Union.
- (b) The Board shall deduct from every employee bi-weekly dues and assessments.
- (c) The T-4 Income Tax slips issued by the Board shall state the amount of Union dues deducted from each employee.
- 6.02 The Board shall forward such deductions pursuant to Section 6:01 to the Secretary-Treasurer or designate, of the Local not later than the tenth (10th) of the month following the month in which the deductions were made. Such remittance shall be accompanied with an electronic list of the names, addresses and phone numbers of all employees from whose wages the deductions have been made. The list shall also indicate the amount of dues deduction from each employee.
- In addition, twice per year, not later than the thirtieth (30th) of September and the thirty-first (31st) of January, the Board shall provide the union an electronic list of hours worked and wages since the date of the previous report, as well as the current wage rate, status and classifications of all bargaining unit employees where permissible by law from whose wages the deductions have been made.
- 6.03 The Union will save the Board harmless in respect of any deductions or remittances made pursuant to this Article.

- 6.04 Temporary employees hired by the Board for known periods of one month or more to replace regular employees absent for any reason shall not be subject to the terms of this Agreement except as to the check-off provision as provided for in Section 6.01(b).
- 6.05 Employees shall notify their Manager of any changes to their telephone number as soon as possible. Employees must change their address and telephone number and whom to contact in case of illness on E Serve. Name changes must be provided to the Payroll department who will verify the change in name.

ARTICLE 7 – NEW EMPLOYEE ORIENTATION

7.01 Potential Employees

During the interview process, the employer will advise potential employees that a union collective agreement is in effect and will the employee of the conditions of employment set out in the articles dealing with Union Security and Dues.

7.02 New Employees

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.

7.03 Orientation Sessions

Where the employer conducts staff orientation sessions, the union will be provided up to an hour during such session to make a presentation about membership in the Union. The employer will leave the room during the union presentation.

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

7.04 Notification of New Hires

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

ARTICLE 8 – CORRESPONDENCE AND COMMUNICATIONS

- 8.01 (a) All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Superintendent – Human Resource Services and the Chairperson of the Durham Catholic District School Board Unit of CUPE with a copy to the CUPE Office of the Local Union and a copy to the respective Principal.

A copy of any written notice of reprimand and/or discipline issued to an employee shall be provided to the Chairperson and to the CUPE Office of the Local Union.

- (b) A copy of the Notification of Occurrence report which involves a lost time, health care and/or serious injury shall be sent to the CUPE Disability Management Representative and the CUPE Worker Representative on the JHSC. The employee shall be sent a copy of the WSIB Form 7 regarding the employee from the Board within five (5) working days of the accident.
- (c) The Board will submit an Education Assistant location list to the Chair quarterly October 31st, January 31st, April 30th, and end of June postings every year.

8.02 Labour Management Committee

The Board will endeavour to meet with the bargaining committee of the Union and the President or designate in a Labour Management Committee for the interchange of ideas and information on matters of mutual interest and concern. There will be a minimum of four (4) meetings each school year subject to an agenda being prepared ten (10) days in advance and/or in emergency situations.

The Committee shall be comprised of equal representation wherein the Superintendent – Human Resource Services or designate and the Unit Chair shall function as the Committee Co-Chairs and shall preside over such meetings. The Union will have three (3) representatives who are employed in the Bargaining Unit as well as the President or designate from the Union Executive to sit on the Committee. Management shall also appoint three (3) representatives to the Committee. Additional resource personnel may be invited to committee meetings upon mutual agreement. A recording secretary shall be appointed from one of the attendees in the meeting to record the minutes of the meeting. The minutes shall be distributed to those in attendance within ten (10) working days of the meeting. The minutes shall be reviewed and accepted at the next meeting.

- 8.03 Where a conflict exists between a staff member and an Educational Assistant, it is agreed the Board and the Union shall meet in an effort to resolve the problem before action is taken.

ARTICLE 9 – LIABILITY INSURANCE

- 9.01 (a) The Board shall provide insurance coverage to reimburse employees for all legal costs arising out of the defence of an employee as a result of the performance of duties providing the employee's actions were lawful. The coverage will be in accordance with limitations as outlined in the insurance policy.
- (b) No Educational Assistant shall be required to perform any functions related to the provision of health support services in schools for students (i.e. non-sterile catheter care, shallow suctioning) until they have received appropriate training as determined by the Home and Community Care Support Services – Central East. All provisions of health services in schools for students shall be based on Ministry of Education directives and in consultation and training with DATC. Where the Educational Assistant does not feel confident in their ability to perform the required procedure, the employee may request, through their Principal, additional professional training.

9.02 Employees are not required to transport students in their personal vehicle.

ARTICLE 10 – UNION REPRESENTATION

- 10.01 The Board acknowledges the right of the Union to elect or otherwise appoint a union committee from among the permanent employees, and will recognize and deal with such committee on any matter properly arising out of this Agreement, provided that not more than three (3) such committee members shall attend at meetings with management representatives. In addition, the Board will acknowledge a steward appointed by the union as a member of the committee. The steward will not normally attend meetings but may act as an alternate in the absence of one of the three (3) committee members. The Local Union President or designate shall be allowed to attend all meetings.
- 10.02 The Union agrees to supply the Board with the names of the committee members, and will keep such list up-to-date at all times.
- 10.03 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Board.
- 10.04 The Union acknowledges that the respective committee members have regular duties as employees to perform and that such persons will not leave their regular duties without first obtaining the permission of the appropriate supervisor or their appointee. It is understood that committee members will not absent themselves from duties unreasonably and that, in accordance with this understanding the Board will compensate the respective committee members at the regular rate of pay while attending negotiating meetings with management and while processing grievances. However, compensation will not be paid for such time spent outside the committee members' regular working hours.
- 10.05 A member of the bargaining committee shall be invited by the Board to be present at any meeting between a representative of the Board and that employee called for the explicit purpose of announcing discipline or a dismissal.

A copy of any written notice of reprimand and/or discipline issued to an employee shall be provided to the Chairperson and the CUPE Local 218 Office.

ARTICLE 11 – NO STRIKE OR LOCK-OUT

- 11.01 There shall be no strike or lock-out so long as this Agreement continues to operate.

ARTICLE 12 – SENIORITY

- 12.01 A new employee will be placed on probation for a period of five (5) months during which time the employee will be subject to the terms of this Agreement, except for the right

to grieve discharge in the five (5) months' probationary period. The probationary period may be extended by mutual agreement if the Board notifies the Union of the intended extension before the end of the original probationary period.

12.02 Seniority is defined as the length of service in the bargaining unit and shall include service with the Board prior to the certification or recognition of the Union. Seniority shall operate on a bargaining unit wide basis.

12.03 All employees covered by this Agreement shall, as of the effective date of this Agreement, have their seniority date established as of their last date of hire with the Board or any Board amalgamated with the Durham Catholic District School Board.

Should more than one person have the same hire date, lots shall be drawn at the time of hire to determine order of seniority. The Unit Chairperson shall be present and participate.

12.04 Future seniority will then be accumulated by calendar service, with the exception that employees working less than full-time shall have their seniority accumulation pro-rated accordingly.

12.05 The Board will maintain a seniority list showing the length of accumulated service in years and months for each employee as adjusted by Article 12.02 and 12.04.

Any employee may request information from the Board relative to the employee's own seniority. A copy of the seniority list shall be supplied to each employee on or about January 31st of each year.

12.06 An employee will lose seniority in the event that:

- (a) the employee resigns or retires;
- (b) the employee is discharged and the discharge is not reversed through the grievance procedure;
- (c) following lay-off, is notified by registered mail to the last address on the Board's records to return to work and fails to notify the Board within two (2) working days of such notification that the employee intends to return to work, or fails to return to work within five (5) working days of notification;
- (d) the employee is absent from work for a period of three (3) working days without notification to the Board, or without sufficient cause; and
- (e) the employee is laid off continuously for a period of more than twenty-four (24) months.

12.07 Subject to the provisions of Section 12.06, an employee who is absent from work by reason of sickness, accident, lay-off or authorized leave of absence shall not lose seniority.

12.08 The selection or appointment of employees for supervisory positions, or for any position outside the Bargaining Unit, is not governed by this Agreement, but if any employee is or has been so transferred back to a position within the Bargaining Unit,

then service inside the Bargaining Unit plus a maximum of two (2) year's service outside the Bargaining Unit shall count towards seniority for the purpose of this Agreement.

- 12.09 A part-time employee transferred to a full-time position will be credited with seniority in an amount proportionate to the actual working time completed to the employee's credit as of the date of transfer.
- 12.10 The parties agree that all accommodation opportunities shall be exhausted within the respective CUPE Bargaining Unit prior to investigating opportunities in other CUPE Bargaining Units. An employee transferring from one CUPE Bargaining Unit under "Duty to Accommodate" shall begin to accumulate seniority from the date of transfer into the new Unit for job posting and promotion purposes. Board seniority shall continue for purposes of vacations, lay-offs, recalls and employee benefits. The Board shall work directly with the CUPE Disability Management Representative and/or Chairpersons on a case by case basis to ensure the transitions are done effectively and fairly with minimum disruptions.

ARTICLE 13 – LAY-OFFS AND RECALLS

- 13.01 In the event of a lay-off of Educational Assistants the notice of lay-off shall be according to Board seniority providing the remaining employees meets the qualifications as set forth in the job description and are physically able to perform the position required.
- 13.02 (a) Employees shall be recalled in the order of their seniority subject to the provisions of 13.01.
- (b) (i) Where it is necessary to recall employees, they shall be called in order of their seniority provided they meet the qualifications as set forth in the job description and are physically able to perform the function required.
- (ii) Educational Assistants on layoff shall be given preference according to seniority to fill vacancies (including LTO positions) provided they meet the qualifications as set forth in the job description and are physically able to perform the function required.
- (iii) If no vacancy exists, the redundant Educational Assistant may choose to exercise seniority by displacing an employee having less seniority providing the employee is capable and qualified to perform the work required.
- (iv) In all circumstances when it becomes necessary to reduce, recall and place employees according to seniority, the welfare of the students shall be given proper consideration.
- 13.03 No new employees shall be hired until all employees with seniority have been given an opportunity of recall.
- 13.04 Grievances concerning lay-offs shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 14 – JOB POSTINGS AND TRANSFERS

- 14.01 (a) When the Board decides to create a new job, the Board shall post notices of such new jobs (for a minimum of five (5) working days) in all schools in which Educational Assistants are employed.

No outside applications for any vacancy shall be considered until the applications of present bargaining unit members have been fully processed. The parties agree that transfers, through the job posting procedure, may not be affected until the start of the next school year.

When a position becomes vacant or a new one is created between June 30th and September 30th of the school year, it shall be filled by a regular employee on a temporary basis until the end of the next school year. The employee shall be subject to the terms and conditions of this Collective Agreement. The Educational Assistant hired or transferred will be notified that their placement is temporary, subject to the provision of this Article. A copy of all positions that are filled shall be immediately forwarded to the union.

If an employee is currently working in a half-time position or in two half-time positions and a full-time position becomes available in one of the schools in which the employee is working, the employee may request the position. The position will need to be posted for the following year.

All positions that were filled after June 30th of the previous year shall be subject to two (2) sets of postings (the original and the one resulting vacancy) on or before June 15th and completed before June 30th of that school year. Notices of these positions shall be posted for a minimum of five (5) working days in all schools in which Educational Assistants are employed.

Those Educational Assistants who have been filling these positions since the commencement of school in September must re-apply for these positions. Priority will not necessarily be given to those candidates. However, only in the case where the qualifications (as per the Collective Agreement) are equal will seniority be used to fill the position.

The Board agrees to consider applications submitted, as indicated in the posting. Applicants will be considered as per the provision of Article 13.

Educational Assistants not returning to employment at the beginning of the following school year shall advise the Board of their resignation as soon as possible and must provide a minimum of two weeks' notice

Employees who have applied for a new position or vacancy in accordance with Article 14 and have not been successful shall be given the opportunity of a debriefing session, upon the request of the employee.

(b) Transfers

Throughout the school year, due to the changing needs of the students and the school, the transfer of Educational Assistants may need to occur.

(c) Surplus

In preparation for allocating Educational Assistants for the September of the following school year, surplus Educational Assistants are declared where a schools' current staffing exceeds the projected staffing for the following school year. Surplus Educational Assistants, due to redundancies in school, shall be given preference according to seniority to fill posted jobs. In the event there are no existing vacancies, the employee shall be permitted to displace as per Article 13.02(b)(iii).

(d) In making transfers under paragraph (b) and (c) above, the Principal will first canvass the staff for volunteers to transfer or be declared surplus. Should there be no volunteers, the Board shall consider the following two (2) factors in determining which employees are selected:

- (i) The welfare of the students shall be given proper consideration when transferring Educational Assistants;
- (ii) The Educational Assistant requesting the transfer is physically able to handle the responsibilities of the position; and

When the factors listed in (i) and (ii) are met between two (2) or more candidates, seniority shall govern.

Should the Principal, in conjunction with Student Services staff, request that an individual who is the least senior Educational Assistant remain at the school, he/she must request this in writing, providing rationale, to the Superintendent of Education – Student Services who shall be responsible for the final decision.

In the event that the least senior employee remains at the school and a more senior employee is required to transfer or be declared surplus, the Board shall review the rationale with the Union in advance of notification to the employee.

14.02 Any employee who has given good and faithful service to the Board and who has become unable to do the customary work will be given consideration for any work available and within the employee's capabilities.

14.03 The Union shall be notified of all hirings, lay-offs, permanent transfers, promotions and terminations of employment within ten (10) working days.

14.04 The Board agrees to post courtesy job postings for newly-created permanent positions which are not covered by this Agreement prior to advertising outside the Board. The Union agrees that the selection of the successful applicant shall be at the sole discretion of the Board and is not subject to this Agreement or to arbitration.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.01 Regular Employee Grievance

In the event that an employee has a grievance with respect to the interpretation, application, administration or alleged violation of this Agreement by the Board, it shall be heard in the following manner:

Informal Step

Before being considered a grievance, the employee shall first attempt to resolve the dispute verbally with the immediate supervisor/respective Principal. In this discussion, the employee may be accompanied by a Union representative. Failing a resolution, the matter may become the subject of a grievance and be dealt with as follows:

Step 1

If the Committee considers the grievance justified, a grievance shall be completed on a standard form supplied by the Union, and submit the grievance to the Human Resource Services Department with a copy to the respective Principal no later than ten (10) working days of the incident or occurrence of the grievance.

The employee(s) concerned, with a member of the Union Committee, shall take the matter up within ten (10) working days, or such time as is mutually agreeable between the Board and the Union, with the Human Resource Services Department and/or designates. The Board shall respond in writing within ten (10) working days.

Step 2

In the event the grievance remains unsettled to the satisfaction of the employee, the matter will be referred to the Superintendent – Human Resource Services within a ten (10) working day period from the response at Step 1 and a meeting shall be convened within ten (10) working days or such time as is mutually agreeable between the Board and the Union, at which time the grievance will be discussed. The Superintendent – Human Resource Services will then render the Board's decision in writing within ten (10) working days of the date of such meeting.

Step 3

If no settlement can be reached and the grievor wishes to continue the grievance, the grievor and/or representatives of the Union on the grievor's behalf, shall request a meeting with the Director of Education within ten (10) working days after receipt of the Superintendent – Human Resource Services reply. The Director of Education shall convene, within ten (10) working days of receipt of the request or such time as is mutually agreeable between the Board and the Union to review the grievance. The written decision of the Director of Education shall be given within fifteen (15) working days following the convening of the meeting.

15.02 Policy Grievance

Either party may initiate a grievance arising out of any difference between them as to the interpretation, application, administration or alleged violation of this Agreement. Step 1 of the grievance procedure shall be eliminated in such policy grievances and the processing of the grievance(s) will commence with a meeting between the Superintendent – Human Resource Services and the Union Committee to be held within ten (10) working days of receipt by the non-grieving party of the written statement of the grievance.

15.03 Discharge Grievance

A claim by an employee with seniority that the employee has been discharged without reasonable cause shall be treated as a grievance if a written statement of the grievance, signed by the employee and a committee person, is lodged with the Board within five (5) working days after the employee ceases to work. Step 1 of the grievance shall be eliminated in such discharge grievances and the processing of the grievance will commence at Step 2.

15.04 The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees or the President of the Local Union when processing any grievance.

15.05 A record of an employee shall not be used against the employee at any time after twenty-four (24) months following a suspension or disciplinary action including letters of reprimand or any adverse reports.

An employee may request any adverse letter or report to be removed from the file following the twenty-four (24) month period.

15.06 The time limits in this Article may be extended by mutual agreement between the parties.

ARTICLE 16 – ARBITRATION

16.01 If a grievance remains unsettled following the appropriate procedure set forth in Article 15, it may be submitted to arbitration, provided that the party seeking arbitration notifies the other party in writing to that effect not more than twenty (20) working days after the date of the rendering of the final decisions under Article 15.

A single arbitrator, as mutually agreed upon by the parties, shall be appointed. At the request of either party, a Board of Arbitration shall be established in the manner provided in the Ontario Labour Relations Act, as amended from time to time.

16.02 Each party shall bear the expenses of its representatives, witnesses, and the preparation and presentation of its own case. Each party shall be responsible for the expenses of its own nominee to the Arbitration Board. The expenses of the Chairperson or single arbitrator shall be shared equally by the parties.

16.03 The Arbitration Board or single arbitrator shall have no power to alter or amend any of the provisions of this Agreement, or to substitute any new provisions for existing provisions, or to give any decision inconsistent with the provisions of this Agreement.

16.04 In cases involving discharge, the Arbitration Board or single arbitrator may confirm the action of the Board, or may reinstate the employee with full or partial compensation for time lost, or may render such other decision or provide such other remedy as it may in its discretion consider just and equitable.

ARTICLE 17 – FIRST-AID KITS

17.01 First-aid kits shall be supplied and maintained by the Board and kept in places that are easily accessible to all the employees.

ARTICLE 18 – WAGES

18.01 Wage rates are set forth in Schedule “A” attached which is hereby declared to form part of this Agreement.

18.02 Employees will be paid every two (2) week period via direct deposit in accordance with Article 18.03 of this Agreement as per the normal payroll processing periods.

18.03 Educational Assistants shall be paid twenty-two (22) equal payments and the adjustments to vacation pay shall be included in each of the twenty-two (22) pays. Time off with pay during the Christmas and Winter Breaks shall be considered the two (2) week vacation period for all employees with less than three (3) years’ service.

18.04 The Board will have its banking firm deposit the pay of each employee in an account designated by the employee. On or before each scheduled pay day, every employee shall receive an electronic pay statement with an itemized statement of deductions.

18.05 In the event that a new position is created within the bargaining unit, the wage rate to be applied thereto shall be in accordance with the Job Evaluation Terms of Reference

The position shall be subject to an evaluation after completion of one (1) year of service. As a result of the evaluation, this position shall not be re-posted.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

19.01 The normal work day for Educational Assistants shall be seven (7.0) hours per day. All shifts shall be continuous hours of work including the unpaid lunch and scheduled breaks.

The above hours of work shall be consecutive and are scheduled Monday to Friday inclusive. It is understood that the work year of the Assistive Technologist will be the school year plus one (1) additional week following the finish of the school year, ending on a Friday and two (2) weeks prior to the start of the school year.

Educational Assistants shall be granted an unpaid lunch break with a minimum of forty (40) uninterrupted minutes to be established by the school Principal. Lunch breaks will not normally be taken before the employee has worked a minimum of three (3) hours.

Employees shall be paid at a rate of time and one-half (1/2) for all authorized work performed in excess of the hours of work stated above. Overtime shall be pre-authorized by the Director of Education or Superintendent – Human Resource Services.

Work duties within the above stated hours of work may be scheduled as per the needs of the school and at the discretion of the Principal and shall include, but not limited to duties prescribed under the Educational Assistant position description, general supervision and/or other duties as assigned.

School starting and stopping times and reporting times shall be as determined by the Director of Education or designate.

The working year shall begin as of the first teaching day in the school year and shall end as of the last teaching day in the school year. In the event the first or last day(s) is a professional activity day, the Educational Assistant must be in attendance in order to be paid for that day(s). Professional Activity Days are mandatory and Educational Assistants must attend to be paid.

An Educational Assistant who goes on an overnight trip to facilitate the needs of the special needs student shall be compensated in time in-lieu. This lieu time shall not impact on the other Educational Assistants in the building and the time to be taken off agreed to by the Principal of the school. Such trips shall be decided on a volunteer basis and whenever possible be shared equitably amongst the Educational Assistants who volunteer.

Lieu time shall be determined as one overnight stay equals one (1) day in lieu time, two (2) overnight stays equals two (2) days in lieu time, and so on.

19.02 The Board will grant a fifteen (15) minute rest period during the a.m. and a like period during the p.m. To meet the needs of the school, the Principal, in consultation with the

Educational Assistant, may combine the rest periods and/or adjust the employee's start or stop times wherein the work day does not exceed the hours of work as outlined in Article 19.01.

ARTICLE 20 – VEHICLE ALLOWANCE

20.01 Employees who are requested to drive and operate their own vehicles within the scope of the job duties are required to maintain a valid Ontario driver's license and insurance.

Employees requested to use their own vehicles for business purposes or when travelling between two schools will be reimbursed according to the per kilometre rate as set by the Board and consistent with Board policy.

ARTICLE 21 – VACATIONS

21.01 Time off with pay during the Christmas and Winter Breaks shall be considered the two (2) week vacation period for all employees with less than three (3) years' service.

Employees shall be paid in accordance with the following:

Completed Years of Service	Vacation Pay Entitlement
3 years completed	6% vacation pay
8 years completed	8% vacation pay
17 years completed	10% vacation pay
25 years completed	12% vacation pay

ARTICLE 22 – HOLIDAYS

22.01 The work year is the school year and employees will be eligible to enjoy all statutory holidays that fall within, as prescribed by the Provincial Government.

The Board will identify the nine (9) stat holidays in the Collective Agreement:

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

22.02 An employee shall suffer no loss of pay in respect of any holiday on which the employee is not required to work, provided that the employee shall have worked the last scheduled working day immediately preceding and the next scheduled working day immediately following the holiday. This shall not apply if the employee's absence on either or both days is by reason of illness or injury as supported by a physician's

certificate, or an authorized leave of absence that commenced not earlier than the fifth day immediately preceding the holiday.

ARTICLE 23 – LEAVES OF ABSENCE

23.01 The Board may grant a leave of absence, with or without pay, to an employee required to be absent for personal reasons.

23.02 Leave of absence without pay shall be granted to duly elected delegates not exceeding four (4) in number from the respective Bargaining Committee of Local 218 for attendance at Union Conventions and Union Business meetings. Such leave shall not exceed a total for sixty (60) person days in any one (1) calendar year for the Bargaining Committee. The Employee will consider additional days upon request and justification. Leave for the President or Vice-President are not part of the allotted days under this Article.

Requests for leaves of absence for bargaining committee members shall be sent to the Superintendent – Human Resource Services for approval with a copy to the respective Principal.

- 23.03 (a) The Board recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Board shall allow a leave of absence without pay and without loss of benefits or seniority, so that the employee may be a candidate in federal, provincial or municipal elections.
- (b) An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the original term of office. This may be extended to a further term, at the discretion of the Board.
- (c) An employee who is elected or selected for a full-time/part-time position with the Union or anybody with whom the Union has affiliations shall be granted a leave of absence without pay and without loss of seniority for a period of up to two (2) years. Such leaves shall be renewed upon request.

There shall be no more than two (2) such leaves granted to the bargaining unit.

The Union will reimburse the Board for the costs involved with the Board continuing the salary and sick leave arrangements in accordance with the appropriate Collective Agreement.

- (d) An employee who elects to return to an educational institution on a full-time basis to upgrade the employee's education shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year. No more than two (2) employees will be granted a leave in any one (1) year.
- (e) All applications for leave of absence shall be made in written form, and if granted, shall be granted in written form.
- (f) The Chairperson of the Committee shall be allowed two (2) days off per month without pay to attend to Union business, subject to the condition that the workplace is not unduly affected by the absence and proper written notice is given.

23.04 Bereavement/Compassionate Leave

- (a) Upon the death of a relative, an employee shall be granted a compassionate leave of up to five (5) working days, depending upon the time of bereavement in relation to the normal time off and the degree of relationship of the deceased, without loss of pay.

Upon the written notification to the Superintendent – Human Resource Services, the following bereavement leaves will be approved.

- (i) An employee shall be entitled to a leave of absence with pay and no deduction of sick leave credits up to a maximum of five (5) working days for the purpose of attending or arranging a funeral in the immediate family. The immediate family shall be defined as the spouse, parent, child, step-child, step-parent, brother, sister, guardian or a person who stands in "local parentis".
- (ii) An employee shall be entitled to a leave of absence with pay and no deduction of sick leave credits up to a maximum of three (3) working days for the purpose of attending or arranging a funeral for the father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, or grandchild.
- (iii) An employee shall be entitled to a leave of absence of a full or partial day with pay and no deduction of sick leave credits for the purpose of attending the funeral of a relative other than those mentioned above, a close personal friend with whom the employee has had a long-term personal relationship.

Subject to the Principal's approval an employee may be entitled to a similar leave of absence for a student whom an Educational Assistant had a recent working relationship with.

- (iv) A further two (2) days for travelling may be allowed at the discretion of the Director.

- (b) In the event that bereavement/illness occurs during an employee's vacation period, the employee shall be granted equivalent eligible days off at the time mutually agreed to by the employee and the Board. Time off for illness shall be supported by a doctor's note. Time off for bereavement shall be supported by a copy of the death notice. These days shall be taken within one (1) calendar year.

23.05 Jury Duty

The Board shall make up the difference, if any, between jury pay and the employee's regular pay for any time during which an employee is required to perform jury service, or subpoenaed by the Crown as a witness.

23.06 Pregnancy/Parental Leave

This article will be administered in accordance with Part A of the Collective Agreement and shall conform to the Employment Standards Act, as amended from time to time.

The Board, if requested, shall grant a pregnancy or parental leave to an employee not to exceed a total of two (2) years.

The employee will return to their own job, subject to all applicable staffing processes under Article 13 and 14, provided their leave is no longer than two (2) years. Where a technological change and/or procedural changes have occurred, the employee shall receive appropriate training in order to fulfil the requirements of the job. An employee who extends the leave beyond the two (2) year period shall be placed in a comparable position as held prior to the leave.

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

23.07 Adoption Leave

An employee shall be granted leave without deduction from salary to a maximum of two (2) days for needs related to the legal adoption of the employee's child.

23.08 Paternity Leave

An Educational Assistant shall be granted a leave without deduction from salary of two (2) days related to the birth of their child. The time off may be taken:

- (a) the day previous to the birth;
- (b) the day of the birth;
- (c) within five (5) working days of the birth;
- (d) the day of discharge of the child from the hospital.

23.09 The Board shall grant a leave of absence to the employee to be absent for professional purposes approved by the Board, including examinations and graduations above secondary school level. The Board agrees that a leave of absence without pay may be granted to an employee to attend their spouses or child's post-secondary school graduation.

23.10 Leaves of Absence under the *Employment Standards Act*

- (a) Bargaining unit employees are eligible for all statutory leaves of absence under the *Employment Standards Act*.
- (b) An employee who is on leave shall continue to accumulate seniority and service. The Board will continue to pay its share of the premiums of the subsidized employee benefits if the employee contributes during the leave. In accordance with O.M.E.R.S. guidelines, if the employee chooses to contribute to the pension for the leave period, the Board will pay its share in accordance with O.M.E.R.S. guidelines.
- (c) Subject to any changes to the employee's status and position which would have occurred had he/she not been on leave, the employee shall be reinstated to his/her former duties, on the same shift in the same department, and at the same rate of pay.

23.11 Upon the approval of the respective principal, a leave of absence for personal reasons for a maximum of one (1) working day per calendar year without loss of pay, shall be granted. Such leave may be taken as whole or a half day. Such leave shall not extend a long weekend, March Break or Christmas Break and shall not be taken on a Professional Activity Day.

23.12 **Indigenous Leave**

The board shall provide up to five (5) days without deduction to sick or vacation banks for Indigenous employees for the purposes of:

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

ARTICLE 24 – BULLETIN BOARDS

24.01 The Board will provide bulletin boards at appropriate locations for the use of the Union. Matters posted will be restricted to:

- (a) notices of union meetings;
- (b) notices of union elections or appointments;
- (c) notices of results of union elections; and
- (d) notices of union recreational and social activities.

ARTICLE 25 – SICK LEAVE

Sick Leave shall be in accordance with Part A, Central Terms of this Collective Agreement and as follows:

- 25.01 An Educational Assistant whose presence is necessary for the special needs of certain students, as determined by the Board, shall be replaced on the first day of absence due to illness. Others shall be replaced on the second day of absence due to illness.
- 25.02 Leave of absence without pay on the grounds of incapacity due to illness or injury shall be granted to any employee who has exhausted their sick leave.
- 25.03 An accounting of each employee's accumulated sick leave will be recorded electronically.

- 25.04 If an employee is prevented from performing the regular work with the Board because of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace Safety and Insurance Act*, the Board will supplement the compensation provided by the Workplace Safety and Insurance Board for the loss of wages to the employee by such an amount that the compensation of the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Board, will equal one hundred percent (100%) of the employee's regular wage after normal income tax deductions, considering the tax free status of Workplace Safety and Insurance Board income.
- 25.05 Employees who are absent due to illness or accident shall maintain their positions and locations for up to a two (2) year period following eligibility for Long Term Disability and/or Workplace Safety and Insurance Board benefits. During this time, the Board shall fill the assignment with a temporary employee. In the event the absent employee does not return to work after this time frame, the position shall be posted as a vacancy in accordance with Article 14.
- 25.06 If the board requests doctor's note or medical certificate the board shall reimburse the employee up to forty-five (\$45) dollars. The Employer shall be responsible for one hundred percent (100%) of such costs for any independent medical that they request an employee to attend.

ARTICLE 26 – QUARANTINE

- 26.01 An employee shall be entitled to salary notwithstanding absence from duty where, because of exposure to communicable disease, are quarantined or otherwise prevented by the order of the Medical Office of Health/Doctor from attending. These absences shall include being exposed to and infected by pediculosis (head lice). The Educational Assistant shall retain their full daily rate.

ARTICLE 27 – CLOTHING AND/OR UNIFORMS

- 27.01 The Board shall provide protective or special purpose clothing (monogrammed coloured smocks or monogrammed coloured lab coats) where required.

ARTICLE 28 – EMPLOYEE BENEFITS

Employee Benefits shall be in accordance with Part A, Central Terms and as follows:

- 28.01 The parties will continue to be bound by any and all amendments to the OMERS Plan and the Ontario Teachers' Pension Plan. The Canada Pension Plan and the OMERS Plan and Ontario Teachers' Pension Plan, as currently integrated, will be continued, subject to qualifying criteria and the aforementioned.

28.02 Long-Term Disability Plan

- (a) The Board will pay one hundred percent (100%) of the premium for a Long-Term Disability Plan with benefits at 73-2/3% of gross monthly salary to a maximum of three thousand three hundred dollars (\$3300).
- (b) An employee shall accumulate seniority while on Long-Term Disability for a period of two (2) years.
- (c) An employee who is no longer deemed disabled under the provisions of the Long-Term Disability Plan shall be placed in the former or equivalent position with the Board, provided the employee is capable of performing the duties of the position and provided the employee does not replace an employee who holds more seniority.

28.03 It is agreed that LTD benefits specifically provided for in this Article will commence on the first day of the month following date of hire.

For more detailed information on LTD benefits, refer to the booklet provided by the insurance company. The benefits as described in this booklet shall be the determining factors for benefit coverage.

28.04 The benefit level and coverage outlined in Article 28 shall be maintained during the term of this Agreement. Should the Board wish to change carriers during this term, they shall notify the Union in writing and discuss such change with the Union.

28.05 EI Rebates

The Board shall continue to pay the Employment Insurance (EI) rebate to employees of the Bargaining Unit for as long as the Board is approved by Service Canada for the reduced Employment Insurance premium rate.

ARTICLE 29 – TEMPORARY HELP

29.01 The Board agrees that no regular employee shall be replaced on a permanent basis by any non-bargaining unit person. This will not prohibit the Board from hiring temporary persons to cover leaves of absence, sickness or peak load conditions.

- 29.02 (a) The Board shall not have bargaining unit employees' work done by anyone outside the bargaining unit unless in case of emergency.
- (b) Volunteers may be used to enhance the services provided by the Board but they shall not be used to replace or reduce the hours of work of a bargaining unit employee.

ARTICLE 30 – RETIREMENT

- 30.01 Employees, if they so decide, will be allowed to retire prior to age sixty-five (65) in accordance with O.M.E.R.S. regulations.
- 30.02 Employees shall provide the Board with no less than three (3) months advance notice of their retirement date. Where an employee has reached normal retirement age, the employee will contact the Board and discuss their intentions regarding retirement on a periodic basis. These discussions will occur at intervals of no more than six (6) months.

ARTICLE 31 – SUPERVISION AND YARD DUTIES

- 31.01 Educational Assistants will share equally, with the teaching staff, in the supervision of the school during instructional hours as assigned by the Principal. The Principal may assign additional supervision outside instructional hours.

Any Educational Assistant required to supervise a child individually during a break shall take their fifteen (15) minute break either before or after the scheduled time.

ARTICLE 32 – SUPPLY TEACHER COVERAGE

- 32.01 Educational Assistants, upon request by the Principal/Vice-Principal, may provide coverage during teacher meetings or the absence of the regular teacher until such time as a supply teacher reports.

ARTICLE 33 – HEALTH AND SAFETY

- 33.01 The Board shall conform with the *Occupational Health and Safety Act* and the Terms of Reference as approved by the Ministry of Labour. The Board shall ensure that all Joint Health and Safety Act Committee members are provided with all Board information pertaining to health, safety and work environment issues.
- 33.02 The Union and the Board agree that issues involving workplace aggression or violence shall be brought to and discussed in the Joint Health and Safety Committee meetings and may be referred as necessary to the Labour Management Committee. This shall not include any student programming issues and/or student discipline issues.
- 33.03 The Board shall maintain and apply a workplace harassment procedure in accordance with its obligations pursuant to the *Ontario Human Rights Code*.
- 33.04 The Board agrees to continue to involve the Union in the Disability Management Program. The Union's Disability Management representative and Unit Chairperson will be invited to attend related return to work meetings with employees. The Board will consult with the Union on the development and implementation of an employee's return to work plan.

ARTICLE 34 – JOB SECURITY

34.01 No bargaining unit employees shall be terminated, laid-off, or have their regularly scheduled work day or regularly scheduled work week reduced as the result of the Board contracting out any of its work or services.

ARTICLE 35 – RETROACTIVITY

35.01 This Agreement shall be retroactive with respect only to wages.

ARTICLE 36 – DURATION OF AGREEMENT

36.01 This Agreement shall come into effect September 1, 2022 and shall remain in effect until August 31, 2026 and will continue to be in force from year to year thereafter, unless written notice shall have been given by either party to the other not more than six (6) months prior to the termination date, or the anniversary date of any subsequent annual extension, that it is desired to terminate or amend the Agreement.

A draft copy of the Collective Agreement shall be supplied to the Union by the Board within thirty (30) days of ratification by the parties. An electronic copy of the Collective Agreement shall be supplied for all employees by the Board within sixty (60) days of the signing of the agreement by the parties.

ARTICLE 37 – MANDATORY TRAINING

37.01 All employees are required to complete training and maintain certification of such training, as determined and required by the Board.

All employees are required to complete the BMS and back lifting training provided through the Board.

All training and recertification of such training as determined and required by the Board shall be at the Board's expense and on Board paid time.

Dated at Whitby, Ontario on the 6th day of May, 2023.

For the Board:

for the Union

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SCHEDULE A - WAGES

Effective September 1, 2022

Grade	Band	Classification	Step 1	Step 2	Step 3
450-499	6	Educational Assistant	\$27.65	\$29.04	\$30.44
		Educational Assistant – Assistive Technologist*			
500-549	7	Deaf Blind Intervenor Brailist	\$28.97	\$30.39	\$31.88
550-599	8	Educational Assistant – Assistive Technology Specialist	\$30.64	\$31.88	\$33.46
		Educational Assistant – Behavioural Support Specialist			
		Educational Deaf/Blind Interpreter			
600-649	9		\$32.66	\$34.16	\$35.72

*denotes a ten (10) month & three (3) weeks position.

Effective September 1, 2023

Grade	Band	Classification	Step 1	Step 2	Step 3
450-499	6	Educational Assistant	\$28.65	\$30.04	\$31.44
		Educational Assistant – Assistive Technologist*			
500-549	7	Deaf Blind Intervenor Brailist	\$29.97	\$31.39	\$32.88
550-599	8	Educational Assistant – Assistive Technology Specialist	\$31.64	\$32.88	\$34.46
		Educational Assistant – Behavioural Support Specialist			
		Educational Deaf/Blind Interpreter			
600-649	9		\$33.66	\$35.16	\$36.72

*denotes a ten (10) month & three (3) weeks position.

Effective September 1, 2024

Grade	Band	Classification	Step 1	Step 2	Step 3
450-499	6	Educational Assistant	\$29.65	\$31.04	\$32.44
		Educational Assistant – Assistive Technologist *			
500-549	7	Deaf Blind Intervenor Brailist	\$30.97	\$32.39	\$33.88
550-599	8	Educational Assistant – Assistive Technology Specialist	\$32.64	\$33.88	\$35.46
		Educational Assistant – Behavioural Support Specialist			
		Educational Deaf/Blind Interpreter			
600-649	9		\$34.66	\$36.16	\$37.72

*denotes a ten (10) month & three (3) weeks position.

Effective September 1, 2025

Grade	Band	Classification	Step 1	Step 2	Step 3
450-499	6	Educational Assistant	\$30.65	\$32.04	\$33.44
		Educational Assistant – Assistive Technologist*			
500-549	7	Deaf Blind Intervenor Brailist	\$31.97	\$33.39	\$34.88
550-599	8	Educational Assistant – Assistive Technology Specialist	\$33.64	\$34.88	\$36.46
		Educational Assistant – Behavioural Support Specialist			
		Educational Deaf/Blind Interpreter			
600-649	9		\$35.66	\$37.16	\$38.72

*denotes a ten (10) month & three (3) weeks position.

Additional Allowances:

The Board shall pay one-hundred percent (100%) of tuition fees for courses of study offered through an accredited educational institution that is job related that an employee enrolls in upon successful completion of the course in accordance with Administrative Procedure #427.

In order for the employee to be eligible to receive reimbursement, the employee shall apply in writing and provide details of the cost and a course outline to the immediate supervisor. If approved by the immediate supervisor, the request shall be forwarded to the Superintendent – Human Resource Services for Board approval.

The Board may reimburse the employee in advance of successful completion of the course pending writing request from the employee to the Superintendent of Education – Student Services. The employee will be required to demonstrate successful completion of the course at the conclusion of the course. Should the employee not successfully complete the course, they will be required to reimburse the Board for all approved costs associated with the course.

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

Vehicle Allowance:

The Educational Assistant – Assistive Technologist, Educational Assistant – Assistive Technology Specialist(s) and Educational Assistant – Behavioural Support Specialist(s) will receive a Vehicle Allowance of \$1515 per school year in recognition of travel associated with the position, in addition to entitlement under Local Terms, Article 20.01. Where the employee so requests, the Board will issue a T2200 form for tax purposes. This allowance will be annualized and spread equally over the twenty-two (22) pays.

- Effective September 1st 2021 – \$1583.50

LETTER OF UNDERSTANDING

Re: AdHoc Safety Committee

The Board will commit to convene, on a quarterly basis, the AdHoc Educational Assistant Safety Committee.

The purpose of this committee will be:

- to review the Educational Assistant Ad Hoc Incident Report Forms, including the debriefing between the school administrator and Educational Assistant of situations where the Educational Assistant has been subjected to aggressive behaviour and/or injury;
- to provide a forum for the discussion of issues relating to injury or potential injury of Educational Assistants in the performance of their duties particularly in supporting students with exceptional needs;
- to creatively develop ideas to support staff in responding effectively to injurious and/or aggressive behaviour; and
- using these ideas, to collaboratively develop procedures and practices aimed at prevention, response and consistent reporting of injurious and/or aggressive behaviour.

The committee will be composed of:

- Superintendent of Education - Student Services (Chair);
- Three (3) representatives from the Educational Assistant Bargaining Unit to be determined by the Bargaining Unit;
- Representative of the Principal/Vice-Principal Association;
- Supervisor Educational Assistants;
- Coordinator/Consultant for Special Education; and
- Additional Board staff - to serve as resource as required.

LETTER OF UNDERSTANDING

Re: Redeployment Committee

In the event of reorganization, school closure or a reduction in the workforce, a Redeployment Committee shall be established with equal representation from the Board and the Union.

The mandate of the Committee is to:

- 1) Identify and propose alternatives to the proposed layoff(s) or elimination of position(s).
- 2) Identify vacant positions or positions which may become vacant within a twelve (12) month period which are either:
 - a) within the bargaining unit;
 - b) within another CUPE bargaining unit.
- 3) Where unsuccessful under mandate 1) and 2) above, identify retraining needs of employees, where reasonable the Board shall facilitate such training.

The parties shall make every effort to find alternatives to lay-offs.

The Redeployment Committee shall be comprised of equal numbers of representatives of the Board and the Union. Meetings of the committee shall be held during normal working hours. Time spent attending such meetings shall be considered work time for which the Union representatives shall be paid at their regular rate.

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

The Board shall provide to the Redeployment Committee all pertinent staffing, work and organization information necessary for the Committee to carry out its mandate.

LETTER OF UNDERSTANDING

December 22, 2012

(Revised from January 11, 2007)

Re: Duty to Accommodate

The Board agrees to consult with the Union in the development of the Disability Management Program.

1. In circumstances where a member of the CUPE bargaining unit may be unable to perform the regular duties of their position due to a disability, as defined under the *Ontario Human Rights Code*, the Board and the Union, together with the employee shall meet to discuss and to consider the available medical evidence as provided under Article 25 regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee. The parties agree to work together in a good faith and collaborative manner to consider how the employee's disability can be accommodated without causing undue hardship to the Board. In order to meet this statutory obligation, the affected employee shall participate and cooperate fully in this process.
2. The parties, subject to the employee's signed consent, shall share with each other all information relevant to the accommodation of the affected employee, including medical information and/or any existing restrictions or limitations pertaining to the employee's disability and information regarding the requirements/duties of the employee's position.
3. The parties agree they will attempt to accommodate employees in the following order:
 - (a) in their current position/location;
 - (b) in their current classification;
 - (c) in another classification with relatively comparable hours/rate of pay, but for which the employee possesses the requisite knowledge, skills and abilities;
 - (d) in another classification which does not have equivalent hours/ rate of pay, but for which the employee possesses the requisite knowledge, skills and abilities.
4. In considering the feasibility of the options set out in (3) above, the parties shall consider, without limitation, such options as the modification of duties, shifts and equipment. Where reasonable, retraining of the affected employee shall be considered to facilitate alternative employment for a comparable position with the Board, specifically, within the employee's bargaining Unit first then to other CUPE Bargaining Units as contemplated under Article 12.10.

5. It is understood and agreed that nothing in this Article will require the Board, the Union or the affected employee to agree to an accommodation, which would impose undue hardship on the Board. The Board agrees that it will not impose an accommodation, which has the effect of abridging or infringing collective agreement rights of another bargaining unit member unless there is no other reasonable alternative.
6. Agreements between the parties regarding the accommodation of employees shall be formalized in writing. These agreements shall contain provisions regarding the process which will be followed by the parties in the event that there is a change in the accommodated employee's medical circumstances or restrictions which may affect the employee's ability to meet the essential duties of their accommodated position. The employee must accept a reasonable accommodation as agreed to in these parameters.

LETTER OF UNDERSTANDING

Re: School Closures

In the event of a school closure, the following will apply:

- (i) Where a closed school is to be received by a single school community, employees will move to the receiving school forming part of the pre-posting staffing allocation of June of that school year.
- (ii) Where a closed school is to be received by multiple school communities the Board will attempt, where possible, to facilitate employees moving to the receiving school of their choice forming part of the pre-posting allocation of June of that school year in order of seniority preference. Employees will advise the Board in writing of their stated intention in order of school location preference for which they wish to be transferred to within two (2) working days from time of notice. The two (2) day time limit may be extended where reasonable extenuating circumstances exist.
- (iii) If redundancies are necessary, layoff notices to affected employees will be issued by reverse order of seniority as per Article 13.01 and 13.02 of the Collective Agreement.
- (iv) Employees affected by layoff are eligible to post to such vacancies and will be given preference to fill posted positions according to their qualifications and seniority as provided by Articles 13 and 14.
- (v) If no such vacancies exist, a redundant Educational Assistant may choose to exercise their seniority and bumping rights by displacing a less senior employee providing that the former is capable and qualified to perform the required work as per Articles 13.02(b)(iii) and (iv).
- (vi) As a courtesy and to continue with the parties' working relationship based on transparency, the Board agrees to invite the Unit Chair and Union President, or designate, to consult and discuss with management as part of the Educational Assistant placement process.
- (vii) Employees who are currently being accommodated in their employment as part of the Board's disability management program, will be afforded the opportunity to post to bargaining unit vacancies. The Board, in consultation with the Union, will make every reasonable attempt to accommodate the employee in their preferred placement subject to the needs of the school and undue hardship on the Board. Should layoffs be necessary, an employee successfully accommodated cannot be bumped from their work location by a more senior employee from the bargaining unit.
- (viii) This Letter of Understanding is entered into on a without prejudice basis to the parties existing rights and obligation under the current Collective Agreement.
- (ix) The Union agrees that it will not entertain or file any grievances as a result of this Letter of Understanding.

LETTER OF UNDERSTANDING

Re: Workplace Aggression and/or Violence

The Parties commit to engage in collaborative discussions to examine safe working environments for staff and what can be done proactively to make working environments safe for staff in support of students. This can be done through a variety of means such as informal discussions at school or Board level and formal discussions (ie. the EA ADHOC Safety Committee, the Labour Management Committee, and the Joint Occupational Health and Safety Committee) in recognition of our shared responsibilities.

The Board is committed to the implementation of Board Procedures related to Workplace Violence with a focus on check-ins, debriefs and review of appropriate documentation including input into Behaviour Safety Plans from the Educational Assistants that work directly with the student.

After an incident of workplace violence, the employee may request and will be given an opportunity to check-in with their Principal/Immediate Supervisor to share urgent information. The employee will inform their Principal/Immediate Supervisor if they are unable to return to their duties due to this incident and will experience no loss of pay within the entitlements of the collective agreement. The employee will inform their Principal/Immediate Supervisor if they require first aid or medical attention due to the incident.

LETTER OF UNDERSTANDING

Re: Professional Development

The parties will discuss professional development opportunities through the Labour Management Committee and will mutually agree upon training opportunities and /or seminars that will be provided to all bargaining unit members.

LETTER OF UNDERSTANDING

Re: Behavioural Management System

The Board will create a process within 6 months of ratification of the Collective Agreement that aims to provide *Behavioural Management System training* (or other training reflective of the evidence-based Behavioural Management training) to all Educational Assistants including casual.

LETTER OF UNDERSTANDING

January 28, 2016

Re: Pay Equity and Job Evaluation

The parties acknowledge their joint pay equity obligations and will fulfill those obligations with consideration of the Terms of Reference for the Job Evaluation Committee.

LETTER OF INTENT

Re: Supervision and Yard Duty

In consideration of the provisions of Article 31.01, it is understood that all concerns with respect to the distribution of yard duty will be brought immediately to the attention of the respective Principal and may be acted upon by the Principal as deemed appropriate, in consultation with the Educational Assistant. Where the issue is unresolved the Employee may request reconsideration through their Union representative.

LETTER OF INTENT

Re: Vacant Positions

Employees who are declared redundant in May through the annual allocation review process and have successfully posted to another school, may submit a request to the Superintendent Human Resource Services with copies to the respective Principals that they be returned to their former school location should a vacancy arise or allocations be increased prior to September 30th. Consideration of the request is the sole discretion of the Board and is not subject to the grievance procedure under Article 15.

LETTER OF INTENT

Re: OMERS Contributory Earnings

It is understood by the parties that a bargaining unit employee will be enrolled and maintain participation in the OMERS Pension Plan or Ontario Teachers' Pension Plan. The parties will continue to be bound by any and all amendments to the OMERS pension plan.

LETTER OF INTENT

January 28, 2016

Re: Employment Insurance

Should there be any changes to the Employment Insurance Act that may affect the eligibility of the ten (10) month employees to apply for and receive Employment Insurance benefits, the parties will meet to discuss the relevant issues with the changes.

LETTER OF INTENT

Re: Contracting In/Contracting Out

The Durham Catholic District School Board and CUPE Local 218 are committed to open communications and a transparent process in regard to contracting in services.

Through the Labour-Management Committee, the parties will review opportunities to contract in work into the bargaining unit that is currently contracted out. Any such discussions must demonstrate if the Board were to consider contracting in any services, there would be a cost savings to the Board and an ability to meet system needs. The parties agree that any such discussions do not affect the Board's rights under Article 34.

LETTER OF INTENT

Re: CUPE Disability Management/WSIB Representative

Where an employee in the bargaining unit is appointed as CUPE Disability Management/WSIB representative, the Union may submit a request for an unpaid full time leave of absence to the Board for a period of two (2) years. The leave of absence may be granted by the Board. No request will be unreasonably denied. The Employee will accumulate seniority for any leave of absence. The leave may be renewed on a bi-annual basis. The Union may request that the Board administer the pay, benefits and sick leave for the Employee while on leave in accordance with the collective agreement. It is also understood that the Union will act as the Board during the Employee's leave of absence in all aspects of the employment relationship including WSIB matters and related costs.

The parties agree that the employee will return to their former position/location and classification at the end of their leave. For clarity, the employee's location shall be held for two (2) years from the date the leave commences.

It is understood that it is the responsibility of the employee to maintain the qualifications required to perform their duties upon expiry of the leave.