



**Waterloo Catholic  
District School Board**  
Quality, Inclusive, Faith Based Education



· WCDSB EDUCATIONAL SUPPORT STAFF ·

**COLLECTIVE AGREEMENT  
BETWEEN**

**THE WATERLOO CATHOLIC  
DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION  
OF PUBLIC EMPLOYEES  
AND IT'S LOCAL 2512**

**Effective Date: September 1, 2022**

**Expiry Date: August 31, 2026**

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## CUPE – PART A: CENTRAL TERMS

### C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

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

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

#### C1.2 Implementation

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

#### C1.3 Parties

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

#### C1.4 Single Collective Agreement

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

### C2.00 DEFINITIONS

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

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

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

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

1. ACEPO refers to l’Association des conseils scolaires des écoles publiques de l’Ontario as the designated bargaining agency for every French-language public district school board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



The mandate of the Committee shall be as follows:

a. Dispute Resolution

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

b. Not Adjudicative

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

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

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

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

b. The Crown shall have the following rights:

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

**C4.7 Referral of Disputes**

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

#### **C4.8 Carriage Rights**

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

#### **C4.9 Responsibility to Communicate**

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

#### **C4.10 Language of Proceedings**

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

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

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

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

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

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

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

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

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

#### **C4.14 Timelines**

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

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

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

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

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

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

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

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

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

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

Post Participation Date, the following shall apply:

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

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

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

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

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

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

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

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

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

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

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

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

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

**C5.6 Benefits Committee**

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

**C5.7 Privacy**

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

**C6.00 SICK LEAVE**

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

**Definitions:**

The definitions below shall be exclusively used for this article.

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

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

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

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

**“Casual Employees”** means,

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

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

**“Fiscal Year”** means September 1 to August 31.

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

**a) Sick Leave Benefit Plan**

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

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

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

**b) Sick Leave Days Payable at 100% Wages**

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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



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

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

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

**d) Eligibility and Allocation**

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

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

**Permanent Employees**

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

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

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

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

### **Employees on Long-Term Supply Assignments**

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

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

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

### **e) Refresh Provision for Permanent Employees**

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

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

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

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

### **f) WSIB & LTD**

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

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

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

**g) Graduated Return to Work**

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

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

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

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

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

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

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

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

## **h) Proof of Illness**

### **Sick Leave Days Payable at 100%**

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

### **Short-Term Disability Leave**

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

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

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

## **i) Notification of Sick Leave Days**

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

## **j) Pension Contributions While on Short Term Disability**

### **Contributions for OMERS Plan Members:**

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

### **Contributions for OTPP Plan Members:**

- i. When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long-Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short-term sick leave provision and qualification for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP) when employee contributions are waived. If an

employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

**k) Top-up Provisions**

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

This top-up is calculated as follows:

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

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

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

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

**l) Sick Leave to Establish EI Maternity Benefits**

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

**C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

**C7.1 Preamble**

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

**C7.2 Membership**

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

**C7.3 Co-Chair Selection**

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

**C7.4 Meetings**

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

**C7.5 Agenda and Minutes**

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

**C7.6 Without Prejudice or Precedent**

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

**C7.7 Cost of Labour Relations Meetings**

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

**C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES**

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

**C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS**

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

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

**C10.00 CASUAL SENIORITY EMPLOYEE LIST**

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

## **C11.00**

### **UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING**

#### **Negotiations Committee**

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

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

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

### **C12.1 Family Medical Leave or Critical Illness Leave**

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

### **Supplemental Employment Benefits (SEB)**

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

- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

### **C13.00 MERGER, AMALGAMATION OR INTEGRATION**

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

### **C14.00 SPECIALIZED JOB CLASSES**

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

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

### **C15.00 PROFESSIONAL ACTIVITY DAYS**

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

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



**APPENDIX A**

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

## **APPENDIX B**

### **Sick Leave Credit-Based Retirement Gratuities (where applicable)**

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

### **Other Retirement Gratuities**

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

**APPENDIX C - Medical Certificate**

**PART 1**

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

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

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

<p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____.</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>_____ dd _____ mm _____ VVVV</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ VVVV</p> <p>Signature _____ Date _____</p>	<p><b>Dear Health Care Professional,</b> please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.</p> <p><u>Please return the completed form to the attention of:</u></p>
--	---

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

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

First Day of Absence:

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

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

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

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

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

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

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

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

Have you discussed return to work with your patient?

- Yes       No

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

- Regular full time hours    Modified hours  
 Graduated hours

Start Date:                      **dd   mm   yyyy**





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

Additional or follow up information may be requested as appropriate.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

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

**AND**

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

**Re: Status Quo Central Items**

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

**Issues: To be Updated as Necessary**

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

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

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

**AND**

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

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

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

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

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

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

**STATUTORY/PUBLIC HOLIDAYS**

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

**WSIB TOP-UP**

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

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

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

### **Common Central Provisions**

#### **Maternity Benefits/SEB Plan**

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

#### **SHORT-TERM PAID LEAVES**

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

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

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

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

### **RETIREMENT GRATUITIES**

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

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

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

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

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

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

## **LETTER OF UNDERSTANDING #3**

### **BETWEEN**

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

### **AND**

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

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

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

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

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

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

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

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

## **LETTER OF UNDERSTANDING #4**

### **BETWEEN**

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

### **AND**

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

### **AND**

**The Crown**

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

#### **PREAMBLE:**

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

#### **I. MANDATE OF THE COMMITTEE**

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

#### **II. DELIVERABLES**

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

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

#### **III. MEMBERSHIP**

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



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

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

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

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

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

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

**AND**

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

**Re: Sick Leave**

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

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

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

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

**AND**

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

**Re: Central Labour Relations Committee**

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

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

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

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

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

**AND**

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

**RE: List of Arbitrators**

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

English Language:

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

French Language:

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

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

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

**LETTER OF UNDERSTANDING # 10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Ministry Initiatives Committee**

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

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

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Bereavement Leave**

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

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

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



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

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Short Term Paid Leave**

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

**LETTER OF AGREEMENT # 13**

**BETWEEN**

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

**and**

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

**and**

**The Crown**

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

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

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

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

The task force will:

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

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

**CUPE  
PART B  
LOCAL TERMS**

## CUPE – PART B - LOCAL TERMS

### ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to set forth formally the rates of pay, hours of work and other working conditions that have been agreed upon, along with procedures for dealing with grievances and complaints. It is recognized by the Agreement to be the duty of the Employer, the Union and the employees to cooperate fully, **and maintain mutually satisfactory relations. To encourage efficiency and harmonious relationship between the Union, Employer and Employee, recognizing the mutual value of joint discussions in all matters referred to in this Collective Agreement.**

### ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes the Union as the sole and exclusive bargaining agent for all office, clerical and administrative assistants, educational assistants, youth care workers, technical employees, personal support workers (PSW), Registered Early Childhood Educators (RECE) and Early Childhood Educator assistants of the Waterloo Catholic District School Board in the Regional Municipality of Waterloo, save and except officers, and those above the rank of Officer, administrative assistant(s) to the Director of Education, Superintendents, Senior Manager of Facilities, Business Administrator, Human Resource Services Officer(s), Senior Manager or designate of Human Resource Services, and students employed during the school vacation period.
- 2.02 The word "employee" in this Agreement shall mean the employees for whom the Union is the bargaining agent as set out in Section 2.01.
- 2.03 The words "part-time employee" in this Agreement shall mean persons regularly employed for not more than 24 hours per week for whom the Union is the bargaining agent as set out in Section 2.01.
- 2.04 The words "full-time employee" in this Agreement shall mean persons regularly employed for more than 24 hours per week for whom the Union is the bargaining agent as set out in Section 2.01.
- 2.05 Temporary/supply employees are those employees hired to replace an absent or vacant permanent position for a temporary period of time, such as but not limited to maternity leave, parental leave, adoption leave, other approved leaves and absence due to illness of a permanent employee: or Temporary positions that are of a short term nature, due to extra, short term funding or a special project as contemplated in Article 14.01 b).
- 2.06 Permanent employees are those employees who have been hired to work permanently in a part time or full time position and who have successfully completed the probationary period as set out in this Collective Agreement.

### **ARTICLE 3 - UNION SECURITY**

3.01 An employee's participation in CUPE is recognized as being a positive contribution to the system because one of their primary purposes is to provide the best service to the needs of the students.

All employees covered by this Agreement shall have Union dues deducted each pay as a condition of employment. Any new employees hired shall have such dues deducted following the first day of employment.

3.02

- a) The Board agrees to deduct such regular monthly dues as are levied upon all members of the Union in accordance with its constitution and by-laws from each pay of all present employees, and remit such monthly dues to the Treasurer of the National Union along with a printout of such deductions, no later than the 10th day of month following the one in which they were deducted. A copy of the printout will be forwarded to the Local Treasurer as well. T-4 Slips shall show deductions made for Union dues or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.
- b) Human Resource Services will provide the CUPE President and Treasurer with a query in the form of an electronic list from the Human Resource database on or about the 7th working day per month (except July & August) with the following information on permanent members: name, employee number, job classification(s), hours of work per week, wage rate and status.
- c) The remittance of Union dues shall include the amount deducted for each employee and the total regular earnings for each employee.

3.03 The Board will use its best endeavours to comply with the provisions of this Article but it is relieved by the Union of any and all responsibility and/or liability of deducting or failure to deduct Union dues.

3.04 Neither the Union nor its members shall conduct or participate in Union meetings or other Union activities on the Employer's time or on the Employer's premises except as expressly provided for in the Agreement, without prior written consent from the employer. The Union shall apply for a permit for use of Board facilities and premises for the purpose of Union Executive and General Membership meetings. Permits for these meetings will be without permit fee or hourly use fees. It is understood that the Union will be responsible for the cost of liability insurance in accordance with the Board's Use of Facilities Procedures and for the cost of custodial services when necessary.

- 3.05 The employer agrees to issue to all new employees covered by this collective agreement a union created and approved union orientation package. The employer shall not add to, or remove any contents of the package nor shall the employer discuss the contents of the package with the employee. This orientation package will be provided to the new employee within three (3) weeks of the employee's original hire date. The union shall place only information material in the package regarding CUPE Local 2512, its affiliates and the labour union movement history. The package shall not include any material specifically addressing the employer or workplace conditions/issues.
- 3.06 In the event of any reduction in the workforce, the Union's Executive Committee and the Union's Negotiating Committee shall be the last employees to be affected.

#### **ARTICLE 4 - JOB SECURITY**

- 4.01 The Board agrees that no employee in the bargaining unit will suffer loss of employment with the Board as a result of any contracting out of work during the lifetime of this Agreement.  
The Board will endeavour to offer temporary employment to recall employees prior to contracting work out.
- 4.02
- i) In the event of the Board considering the contracting out of any work normally performed by employees in the bargaining unit, the matter will be discussed with the Union Committee. The Board will take suggestions made by the Committee into consideration, along with all other circumstances, when making a decision.
  - ii) In the event of the Board considering the contracting out of any work that falls under the recognition clause of this Collective agreement, the matter will be discussed with the Union Committee so that the Committee can make recommendations. The Board will take suggestions made by the Committee into consideration, along with all other circumstances, when making a decision.
  - i) It is understood that 4.02 i) and ii) do not apply where the Board is mandated by the Ministry or required by legislative order to enter into third party agreements for services to support students. In this case, the Board will inform the Union of the circumstances in advance of the services being provided.
- 4.03 The words "contracting out" in this Article are also intended to mean sub-contracted, transferred, leased, assigned or conveyed.
- 4.04 The Board agrees to notify the Union in advance of any technological changes the Board has decided to introduce which will affect employees who are in the Bargaining Unit. A Technological Change Committee will be formed to discuss the changes that will be introduced. The Committee will make recommendations involving practical ways and

means of minimizing the effect, if any, on the employees concerned. These recommendations will be reviewed by the Board before the changes occur.

- 4.05 Where the Board has determined training is necessary, the Board will provide training at no loss of pay for the employees affected.
- 4.06 No member of the bargaining unit on probation or permanent staff shall be laid off or suffer a reduction of or a change in normally scheduled hours of work as a result of the use of volunteers.
- 4.07 The Board will not engage volunteers as a means of avoiding the hiring of additional staff. Persons such as volunteers, students, co-op students, parents and others who provide assistance to the Employer shall be used only to enrich programs or provide other services and shall not be used to carry out the primary duties of any bargaining unit member.
- 4.08 The parties recognize the desirability of providing opportunities for co-op students, peer helpers and for field placement students as an important part of their education. Consistent with this understanding, it is agreed that the function of such placements will be only to further their education and not replace any bargaining unit members. The Board shall advise the Union of such placements. Any issues arising out of the use of volunteers will be dealt with in Labour/Management meetings.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The Union recognizes and accepts that all rights of the Employer to manage the affairs of and administer the school system of the Waterloo Catholic District School Board are reserved to the Employer exclusively, and, in accordance with its commitments and responsibilities within the financial resources available to the Board. It is the exclusive function of the Employer to:
  - a) maintain order, discipline and efficiency;
  - b) hire, discharge, lay-off, classify, assign, direct, transfer, promote, demote and suspend or otherwise discipline employees;
  - c) generally to manage the enterprises in which the Board is engaged, and without restricting the generality of the foregoing, to determine the work to be done, the methods and procedures to be used, the kinds, location and use of equipment and maintenance of same, the processes, materials and parts to be incorporated in the work, and to determine and exercise all other functions and prerogatives which shall remain solely with the Board except as specifically limited by the express provisions of this Agreement.



- 5.02 The Employer has the right to make and alter rules and regulations to be observed by the employees but will advise the Union Committee prior to altering rules and regulations to give it the opportunity of commenting on the alterations.
- 5.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that any breach of the Employer's rules will be sufficient for disciplinary action of an employee, including dismissal.
- 5.04 The Board agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Board has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance.

## **ARTICLE 6 - DISCRIMINATION AND CIVIL AND PERSONAL RIGHTS**

- 6.01 The Employer agrees that there shall be no discrimination, harassment, restraint or coercion practiced against any employee because of membership in the Union, union activity or for exercising his or her rights under this Collective Agreement.
- 6.02 The parties hereto agree that the provisions of the Ontario Human Rights Code, as amended periodically, shall apply to all employees.
- 6.03 The Board agrees to ensure that in addition to relevant legislation, all Board policies and procedures regarding violence in the workplace are adhered to and enforced. Furthermore, the Union agrees to adhere to the aforementioned legislation policies and procedures.
- 6.04 The Employer agrees to conduct video surveillance in accordance with the provisions of the Freedom of Information and Protection of Privacy Act. It is agreed that with regard to security devices there will be no disciplinary action provided that board policies and guidelines have been followed with respect to providing access to schools.

## **ARTICLE 7 - UNION COMMITTEE**

- 7.01 The Board recognizes the establishment of seven (7) Union Stewards within this bargaining unit, one of who shall be appointed to be the Chief Steward.
- 7.02
- a) The Union shall appoint and the Employer shall recognize a Union Committee, consisting of not more than six (6) employees. The Employer will meet with three (3) members of the Union Committee plus one (1) Union Representative on any matter properly arising out of this Agreement, and/or to process grievances in accordance with the Grievance Procedure.
- b) Bargaining Committee

In negotiations for a new or renewal Collective Agreement, each of the parties shall be represented by a committee of not more than 5, plus one (1) Representative of the Canadian Union of Public Employees. The parties shall confirm with each other in writing the names of the representatives and any substitutions which may be made from time to time.

When meetings with the Employer's Negotiating Committee are held during regular working hours of an Employee who is a member of the Union Negotiating Committee, such Employee shall be released from their work assignment without loss of pay or any other benefits under the Collective Agreement. Time spent in negotiations shall be considered time worked exclusive of any overtime provisions.

When the Union Negotiating Committee requires leave in order to meet for preparation of negotiations throughout the bargaining process, during regular working hours, the employer will not calculate these days towards the total allotted Union Leave Days as agreed in Article 16.02. The Union will reimburse the employer for the wages of the Negotiating Committee for these periods of leave.

### 7.03

- a) The Union acknowledges that the members of the Union Committee must continue to perform their regular duties and that all activities of the Union Committee will be carried on outside the regular working hours of the members thereof unless otherwise mutually arranged.
- b) The Union President or designate to be mutually agreed, shall be entitled to a 100% leave of absence from their regular duties for Union business. The Board agrees to continue to pay the wages and make any appropriate deductions for which it shall be reimbursed by the local of the Union. The Board also agrees to supply a replacement for this time at the Board's discretion.

Approval for this absence must be obtained prior to any absence. The Board agrees approval will not be unreasonably withheld.

- c) Upon completion of the President's term of office the employee will return to the same classification and location held prior to their term of office, subject to the terms of the Collective Agreement.

### 7.04 Labour Management:

Monthly Labour/Management meetings between the Union Committee consisting of the President, Vice-President or their designate, the CUPE National Representative, if available and the Board Representatives will be scheduled during the school year on mutually agreeable dates and times providing there are matters arising out of the Agreement to be discussed.

An equal number of representatives from each party shall meet at a time and place mutually satisfactory.

The Union will forward agenda items to be discussed, which shall not include matters that are properly the subject of grievance, to the Human Resource Services Officer one week in advance of the scheduled meeting. The Board agrees to prepare an agenda for these meetings outlining the date, the time and matters to be discussed, with such agenda sent to all persons who are to be present at the meeting.

7.05

- a) The President of the Union and Stewards have regular duties to perform while employed by the Board. They will not absent themselves from their regular duties unreasonably in order to deal with grievances or other Union business. They will not leave their regular duties without receiving permission from the Principal or immediate Supervisor.
- b) The employer will replace representatives of the Union when making representation on Board committees at the request of the Board for the full duration of any such absence provided the absence is at least one half day in duration.

7.06 It is understood that the President of the Union and Stewards will not lose any compensation while performing duties outlined in Article 7.05 during their regularly scheduled work time.

7.07 The Board will compensate those members of the Union Committee who take part in the negotiation process leading to the renewal of the Collective Agreement for their regularly scheduled hours spent in negotiations up to the time an application is made for conciliation and provided the Board is notified of the names of those members before negotiations begin.

7.08 The Union shall keep the Employer notified in writing of the names of the members of the Union Committee and Stewards, and will keep such a list up to date at all times.

7.09 The union shall have the right to have the assistance of the National Representative of CUPE and/or consultants when meeting with the employer in matters arising out of this Agreement.

7.10 The Board shall provide one (1) copy of newly approved Board policies and procedures to the Union as updated.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 It is the mutual desire of the parties that complaints of employees and of the Employer be addressed as promptly as possible. A grievance is a dispute arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

Before it can be considered a grievance, any complaint must first be discussed by the employee with the Principal or Supervisor that has jurisdiction over the issue that gave rise to the complaint. Such discussion may take place either in person, by telephone or by email when it is not possible to meet in person and a follow up conversation must occur and must take place within fifteen (15) working days of the date of the incident which gave rise to the complaint. The employee may request to bring a steward or other union executive representative with them for support when meeting with the Principal and/or supervisor. Should the incident that gave rise to the complaint occur less than fifteen (15) working days prior to a school break (Christmas Break, March Break, Summer Break), the follow up conversation may occur within fifteen (15) working days after the employee's return from the school break.

The Principal and/or Supervisor shall reply in writing to the employee within ten (10) working days of such discussion taking place.

A grievance arising directly between the Board and the Union concerning the interpretation, application or alleged violation of this Agreement, shall be originated under Step 2 as a Policy Grievance within fifteen (15) working days of the event upon which the grievance is based. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute any individual grievance directly affecting an employee which such employee could institute. Any grievance by the Board or the Union as provided for in this paragraph shall be commenced within fifteen (15) working days after the circumstances giving rise to the grievance have occurred.

### **Group Grievance**

Where a number of employees have identical grievances, each employee may present a group grievance in writing identifying each employee who is grieving to the Manager of Human Resource Services within fifteen (15) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall apply with respect to the process of such grievance. If a group grievance is filed, individual(s) grievances will not be filed.

### **8.02 Step 1**

If the complaint is not resolved as a result of the discussion in Article 8.01, the employee/union shall then submit the grievance in writing to the Human Resource Services Officer or a designate within ten (10) working days of the reply referred to in Article 8.01. The grievance shall specify in detail the facts of the matter and the Article which is alleged to be violated. In particular, the grievance shall include the details of the alleged violation, article(s) grieved, grievance number, date, step level etc.

- a) The Human Resource Services Officer or designate will provide a written response to the grievance, via email, within ten (10) working days of the grievance meeting.  
The Human Resource Services Officer or designate and the Union President, and/or Grievance Chair (or Steward) conduct a regular monthly meeting to discuss all new and outstanding grievances as identified in the steps outlined in Article 8 of the Collective Agreement. The grievor, if so required, may attend.

### **8.03 Step 2**

If the grievance is not resolved at Step 1 in Article 8.02, the Union shall identify in writing to the Manager of Human Resource Services or a designate within ten (10) working days of the reply referred to in Article 8.02 b) whether the grievance will be moved to Step 2.

- a) The Manager of Human Resource Services or designate will provide a written response to the grievance, via email within ten (10) working days of the step 2 grievance meeting.
- b) Where the Manager Human Resource Services or designate requires further clarification of any matter recorded on the grievance, they will schedule the grievance(s) for the next monthly meeting with the Union President and/or the Grievance Chair, and the grievor, if so required, to discuss the grievance(s).

### **8.04 Step 3**

- a) Failing a settlement at Step 2, the matter in dispute may, with mutual agreement of the parties, be taken to mediation as provided herein. Where there is no mutual agreement to take the matter to mediation, the grieving party will notify the other party within twenty (20) working days of the reply in Step 2 of their desire to proceed to arbitration. If no written request is received by the Board within twenty (20) working days after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned.

- b) In selecting an Arbitrator, other than using the expedited procedure allowed for under the Ontario Labour Relations Act, the parties will mutually agree to an arbitrator to hear the matter within thirty (30) working days of the notice being received which indicates the grieving parties desire to refer the matter to arbitration. The time limits may be extended by mutual agreement. Where agreement is not reached by the parties, either party may request that an arbitrator be appointed as provided for under the Labour Relations Act.
- c) No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance Procedure, unless Section 38 of the Ontario Labour Relations Act applies.
- d) The arbitrator shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof.

8.05 At any stage of the Grievance Procedure, including arbitration, either parties may have the assistance of the employee or employees concerned and any necessary witnesses.

8.06 Failure at any time on the part of the union to adhere to the time limits will result in the complaint or grievance being dropped. The time limits may be extended by mutual agreement of the parties in writing.

8.07 Failure at any time on the part of the Employer to adhere to the time limits will result in the complaint or grievance being moved to the next step in the grievance procedure. The time limits may be extended by mutual agreement of the parties in writing.

8.08 In this Article a work day is defined as a regular work day from Monday to Friday on which the Board Office is open.

8.09

- a) A representative of the Union will be allowed at any stage of the grievance procedure to make representation on behalf of the Union or Union member.
- b) The Board will be allowed representation at any stage of the Grievance Procedure.

8.10 Any correspondence/communications and results of any grievance will be directed to the Chief Steward, the President, and Vice-President and the grievor.

8.11 Each of the parties to this Agreement will jointly bear the expenses of the arbitrator.

8.12 Mediation

The parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance. If the parties agree, the time limits for the request of arbitration (Clause 8.04) may be extended. The parties will share equally the fees and expenses, if any, of the mediator.

- a) A request to utilize the services of a mediator may be made before or after a request for arbitration has been made but shall only be made after a response at Step No. 3 has been received.
- b) Mediation will be attended by a maximum of three (3) representatives of the Union and three (3) representatives of the Employer. It is understood that the grievor is also entitled to be present at mediation.
- c) Time spent during regular working hours at mediation shall be paid at the employee's regular rate of pay.

## **ARTICLE 9 - DISCHARGE AND DISCIPLINE CASES**

9.01 The Board agrees to notify the employee in all cases of discipline or discharge and the reason for the discipline or discharge. All such notification will be in writing and a copy of the notice will be sent to the President and Chief Steward.

All employees may be represented, at the employee's request, by an officer or steward of the union at any meeting where written notice of discipline or discharge is being served. Disciplinary meetings will be scheduled a minimum of 48 hours after written notice is given to the employee that a disciplinary meeting will be taking place and will be informed that they may have union representation at said meeting.

The absence from the normal workplace of the officer or steward will not be unreasonably withheld.

9.02 In cases of suspension or discharge resulting in a loss of pay, an employee claim of being unjustly suspended or discharged shall be treated as a grievance if the written statement of such grievance is lodged by the employee with the Manager of Human Resource Services or a designate within five (5) working days after the suspension or discharge or within five (5) working days after the Union has been notified, whichever is later. The grievance will be initiated as Step 2 of the Grievance Procedure.

Where the discipline has not resulted in a loss of pay, a claim by an employee of being unjustly disciplined shall begin at the start of the grievance procedure as a complaint as outlined in Article 8.01.

9.03 In this Article, days shall exclude Saturdays, Sundays and paid holidays.

## **ARTICLE 10 - EMPLOYEE'S PERSONNEL FILE**

10.01 The recognized personnel file of an employee shall be located in the Board office in a secure location. An employee shall, upon written request to the Human Resource Services

Officer or a designate, be granted the opportunity to view the contents and receive a copy of all files relating to said person and their personnel file.

Where the employee questions the contents of the file, they may pursue a complaint under the provisions of Article 8.01.

10.02 The Senior Manager of Human Resource Services or a designate, shall remove any disciplinary correspondence in an employee's personnel file which is dated eighteen (18) months or more from the date of the said discipline.

10.03 When an adverse report is placed in an employee's personnel file, the employee may make a written reply to such report. The reply shall be attached to the file with the adverse report.

## **ARTICLE 11 - STRIKES OR LOCKOUTS**

### 11.01

- a) During the life of this Agreement, the Union agrees that there will be no strike and the Board agrees that there will be no lockout. The definition of the words "strike" and "lockout" shall be those set forth in the Labour Relations Act, Ontario, as amended from time to time.
- b) The Union further agrees that if any such illegal collective action takes place it will repudiate it forthwith and do all in its power to ensure that its members return to work. Any employee participating in any such illegal strike or other illegal collective action may be subject to disciplinary measures.

## **ARTICLE 12 - SENIORITY**

### 12.01

- a) New employees shall serve as probationary employees until they have completed four (4) months of continuous service. This time may be extended by mutual agreement of the parties. When an employee has completed the probationary period, seniority shall date from the original date of hiring, or pursuant to the factors outlined in Article 14.01 d).
- b) The Board shall maintain a master seniority list showing the name job title, location and hiring date of each employee. Seniority shall be unit wide.
- c) The Board agrees to distribute a seniority list that includes the employee's job classification which shall be updated on December 1st and April 1st of each year. A copy shall be posted in each school and sent to each Board Office Department within 10 working days.

Within thirty (30) calendar days after the lists have been published, employees who feel there has been an error made will contact the Union Steward to request correction. After the aforementioned thirty (30) calendar days, the list will be deemed correct until the next update. If errors are identified within the thirty (30) calendar day period, a revised list will be sent to each school and Board Office Department for posting.



The union's copy of the seniority list will contain the names, addresses, and telephone numbers, of all current CUPE employees. The Union and its members agree to save the Board harmless by the release of this information to authorized Union representatives.

- d) In the event that two or more employees have the same seniority date, order of seniority will be determined by draw. This will determine the permanent seniority order for those with the same seniority date and will be maintained by Human Resources.

Where a draw is necessary to determine seniority order for permanent employees, the names of the individuals will be placed in a container. Names will be drawn from the container with the first name being the most senior and so on. The process will continue until all of the names have been drawn. This will determine the permanent seniority order for those with the same seniority date and will be maintained by Human Resources. The draw will take place within 60 working days of ratification or date of permanent hire. The union shall be present during the process.

- e)
- i) Should a temporary employee be made permanent and their seniority date then matches that of another permanent employee(s), the temporary employee shall be deemed to have the lesser seniority.
  - ii) Should an employee's seniority be affected through provisions in this Collective Agreement and seniority date then matches that of another employee(s), the affected employee shall be deemed to have the lesser seniority.

#### 12.02

- a) Fundamentally, the rules respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Board consistent with consideration of qualifications and ability to perform the work as determined by the Board.
- b) It is understood that the employer will not make decisions as to an employee's ability to perform the work under 12.03 or 12.04 in an arbitrary, discriminatory or bad faith manner subject to all conditions of the Collective Agreement.

#### 12.03 An employee will lose all seniority rights and employment terminated in the event that:

- a) Employee is discharged for just cause and is not reinstated through the Grievance or Arbitration Procedure.
- b) The employee terminates their employment.
- c) If an employee fails to report within three (3) days after receiving a written notice of recall by Registered Mail at their last address according to the records of the Board, that they intend to return to their position with the Board stating the date of their return (which date shall not be more than seven (7) days thereafter or any greater

number of days mutually agreed upon by the Board) and/or the employee fails to actually return by the date the employee so stated. It is agreed that the Chairperson of the Union Committee will be sent a copy of the written notice. It is the duty of the employee to notify the Board promptly of any change of address. If an employee fails to do this, the Board will not be responsible for failure of a notice sent by Registered Mail to reach such employee.

- d) If the employee is absent from work in excess of three (3) consecutive working days without giving a satisfactory reason to the Board.
- e) The employee is laid off/on recall for a period longer than eighteen (18) working months. (The intent here is not to include normal layoff periods during the summer break.)
- f) The employee failed to report to work upon termination of an authorized leave of absence, vacation or suspension unless the employee gives satisfactory reason for such failure.
- g) The employee is absent from work because of sickness or accident for a period of time longer than eighteen (18) months unless the employee has applied for and has been granted a Leave by the Board in accordance with the provisions of Article 16 of this Agreement, or if the accident is covered by Workers' Compensation or the illness is covered by the Board's sick leave provisions.

#### 12.04

- a) No employee will be transferred outside of the bargaining unit without the employee's consent.
- b) An employee who takes a leave to accept a temporary position outside the bargaining unit shall retain, but not continue to accumulate, their previously earned seniority for a period of up to one (1) year and such employee shall remain a member of the bargaining unit and pay Union dues on earnings in their non-bargaining unit position. After the two (2) year period, all seniority shall be lost. Employees returning from a leave under this 12.04 b) prior to the 2 year period will have their seniority date prorated for the period of time on leave. This will be done by adding the number of calendar days of leave to the seniority date of the individual. This will then be their new seniority date.
- c) **Employee Orientation**  
Union representatives may participate in orientation sessions conducted by the board when new employees are hired to CUPE positions. In order for the union to participate, orientation sessions must consist of 10 or more new employees. The union will pay any release costs incurred for union representatives to participate in this orientation.

The purpose of the union's participation at an orientation session is to share union contact information. At all times, there will be mutual respect shown between employer and union and ensure that no negative or disparaging comments are made by the Union regarding the Board as an employer during the presentation. Presentations shall be no more than 15 minutes in length.

If there are orientations of less than 10 new employees, the union **will** provide written information for the employer to provide to the newly hired CUPE members.

## **ARTICLE 13 - SURPLUS / LAYOFF / RECALL**

### **PREAMBLE**

The Board will review staffing issues with CUPE through Labour/Management meetings. The areas to be addressed will include but not be limited to the following:

- i. the allocation of services at the Board's various sites;
- ii. the monitoring of and implementation of the staff allocation process;
- iii. CUPE recommendations to the Board addressing staffing concerns;
- iv. Board recommendations to CUPE addressing staffing concerns.

For surplus, layoff or recall purposes the following procedure and hour banding will apply:

The Human Resource Services Department will divide all employees into one of the following hours per week band denoting each employee's job and level category:

1. **Band 1** - 10 hours per week and less
2. **Band 2** - more than 10 hours per week but less than 24.5 hours per week
3. **Band 3** - 24.5 hours per week but less than 30 hours per week
4. **Band 4** - 30 hours per week but less than 35 hours per week
5. **Band 5** - 35 hours per week or greater

### **13.01 SURPLUS – Student Need Driven Staff (Educational Assistants, 1-1 CYCW) And Registered Early Childhood Educator Assistants**

The parties agree to jointly develop the "Surplus & Posting/Transfer Process" for Registered Early Childhood Educators (RECE). This document will identify the processes and timelines for "decreasing and increasing staff in this job classification.

The parties recognize that certain positions are determined by student needs which vary each school year. In order to expedite these surplus placements, the following procedures will apply.

#### ***Assessment Process:***

The Board will determine the positions and hours that will be allocated to schools according to staffing formulas and student needs. The Board will review with CUPE, as noted above, the existing allocation and will produce a list identifying individual school reductions or increases.

***Decrease Process:***

Where a decrease is identified, surplus will be declared. Human Resources Services will notify the supervisor of the location(s) affected. The supervisor(s) will call a meeting with those employees currently holding the identified surplus position(s). Volunteers for the surplus will be sought first. If there are no volunteers, the least senior employee(s) holding said position(s) will be declared surplus to the location. A surplus list for the system will be produced in order of seniority denoting - job, level and hour band.

***Increase Process:***

Where an increase is identified, a list of known openings that exist will be identified. The opening list shall include the following information:

- 1) School location
- 2) Position(s) available and position level
- 3) Hours per week
- 4) Special requirements of the student, if any

Any employee who has not been declared surplus during this process, shall be considered as staffed in the current work location providing that the student needs at that location remain constant. It is understood that if a special education student(s) transfer(s) school(s) or leaves the Board, surplus will be declared at that location at any time of the year.

**Surplus Placement Process**

Employees declared surplus for part of their allocation may choose to relinquish the other part of their allocation or may choose to accept another same vacant position to combine with their non-surplus allocation, to maintain their present hour band.

- a) The most senior employee will choose first from the known openings for the position which the employee has been declared surplus from, within their hour band or from a lower hour band. The next senior will choose next, and so on.
- b) If an employee chooses a position from a lower hour band, the employee will forfeit their right to their former hour band.
- c) If the same position in the employee's hour band is available and the employee chooses not to accept a position, the employee shall be deemed to have terminated their employment with the Board.
- d) If at the end of the placement period there are employees without a placement, the employees will receive notice of layoff in accordance with Article 13.03 and have all rights therein.

Student need driven surplus staff will proceed through the surplus placement process prior to the end of June with another possible surplus process taking place in September or October. For student need driven staff all placements of surplus staff will be finalized no later than the end of October.

**13.02 Surplus – Enrolment Driven (Elementary/Secondary Secretaries, Library Technicians, Secondary CYCWs) and Departmental /School Support Staff (All other CUPE Staff)**

Enrolment driven staff will maintain their present allocation until the end of the second week of the school year where the projected enrolment remains within ten students of maintaining the current staffing level. Enrolment data as of the end of the second week of the school year will be used to determine final surplus staff and openings.

The intent of this change is to allow the Board to declare surplus of enrolment driven staff at schools where it is clear that the enrolment in September of the next school year will result in a change in staffing according to the staffing formula. This is to be proactive in reducing staff disruption in September

For enrolment driven staff, all placements of surplus staff will be finalized no later than the end of the fourth week of the school year.

Departmental/School Support Staff will be staffed based on system needs. Surplus – Enrollment will be a standing item at the Labour Management Meetings.

**Surplus Placement Process Enrolment Driven and Departmental/School Support Staff**

In the event that an Employee is declared surplus;

- a) The most senior employee will choose first from the known openings for the position which the employee has been declared surplus from, within their hour band or from a lower hour band. The next senior will choose next, and so on. For clarification employees declared surplus for part of their allocation, may choose to relinquish the other part of their allocation or may choose to accept another same vacant position to combine with their non-surplus allocation, to maintain their present hour band.

**13.03 LAYOFF**

If the employer is required to reduce staff, probationary and temporary employees will be terminated first without recall rights. The board shall provide the union with no less than one (1) month written notice of the proposed layoff or elimination of position, within the bargaining unit and provide to the affected employee(s), if any, who will be laid off as required under the Employment Standards Act or pay in lieu thereof. Any regular employee who receives a notice of layoff shall fill any known vacancies in their job classification and level for which they have the qualifications, skills and ability. If there are no vacancies in the employee's job classification and level, the following will apply in order:

- a) The employee who has received notice of layoff shall have the right to displace the least senior employee in the same job classification/level and hour band.

- b) If there is no less senior employee to displace in a), the laid off employee, may choose to displace the least senior employee in the same level and hour band or a lower level/hour band provided the employee has the qualifications, skills and ability for the job. If the employee cannot displace the least senior employee due to qualifications, skills and ability, the laid off employee will look to the next least senior employee and so on. If the laid off employee chooses to displace in a lower hour band, the employee forfeits their right to their former hour band. Employees who fill a job with a lower rate of pay will have their present rate of pay red circled.
- c) If a) and b) are not available, the employee may accept an opening/vacancy in the same level and lower hour band or the next lower level for which the employee has the qualifications, skills and ability for the job while maintaining red circling, in accordance with Article 13.03 j), or remain on Recall. If the laid off employee chooses to displace in a lower hour band, the employee forfeits their right to their former hour band.
- d) If c) is not available, the laid off employee may look to the least senior employee in the same level and lower hour band or the next lower level for which the employee has the qualifications, skills and ability. If the laid off employee cannot displace the least senior employee due to qualifications, skills and ability, the laid off employee will look to the next least senior employee and so on. If the laid off employee chooses to displace in a lower hour band, the employee forfeits their right to their former hour band. Employees who fill a job with a lower rate of pay will have their present rate of pay red circled in accordance with Article 13.03 (j).
- e) Any employee who is displaced shall have the right to displace the least senior employee as per the process above, and so on.
- f) If there is no less senior employee to displace, or if the employee chooses not to displace, the employee will be laid off and subject to recall provisions as set out in article 13.04. While on the recall list, the employee may fill any available temporary assignments for which the employee has the qualifications, skills and ability for the duration of the temporary assignment or until such time as any vacant position becomes available for which the employee has the qualifications, skills and ability. When such a position does become available, the recall provisions of this agreement would be applied.
- g) If more than one employee has the right to displace at the same time, the employee with the greatest seniority shall displace first, whether the next greatest seniority employee had received notice of layoff or had been displaced, and so on.
- h) Employees who displace in the same position will not be placed on a trial period. Employees who do not displace in the same position will be placed on a trial period of

thirty (30) working days or up to one hundred and twenty (120) working days where the Human Resource Services Department determines that training is required.

- i) If the trial period will exceed thirty (30) working days, the Human Resource Services Department will notify the employee and the union in writing, stating the length of the trial period and outline the training required. Where the Board has determined that within the trial period the employee is unable to successfully meet the job requirements, the employee will be placed on the recall list.
  
- j) **Red Circling**  
If an employee, pursuant to Article 13.03 of the collective agreement, displaces an employee in a lower rated position, that employee will lose the red circled protection provided for under Article 13.03 c) and d), if the employee fails to apply for a posted vacancy in the classification from which the employee was laid off.

#### **13.04 RECALL**

Employees will remain on recall for a period no longer than eighteen (18) working months. (The intent here is not to include normal layoff periods during the summer break.) The Board will notify the Union in writing by the 15th of each month of the employee(s) on recall.

Employees will be recalled from layoff when positions become available or the number of employees and/or positions covered by this Collective Agreement is increased. The order of recall will be in order of seniority. Employees shall be recalled according to their former hour band/level to a position for which they possess the qualifications, skills, and ability to perform the work. In the event that there are two or more positions available, the employee with the greatest seniority will be given the first choice of the available position, and so on.

If a position becomes available in a lesser hour band/or level for which they possess the qualifications, skills, and ability to perform the work, the employee may choose to accept this position and forfeit their right to a position in their former hour band. If the employee chooses to not accept the position in the lesser hour band, the employee does not forfeit their place on the recall list.

Employees recalled to the same position will not be placed on a trial period. Employees who are not recalled to the same position will be placed on a trial period of thirty (30) working days or up to one hundred and twenty (120) working days where the Human Resource Services Department determines that training is required. Where the Board has determined that within the trial period the employee is unable to successfully meet the job requirements, the employee will be placed back on the recall list. The period of time the employee spends on a trial period will not be included as part of the 18 month recall period.

Employees recalled to a position in their level and hour band for which they possess the qualifications, skills, and ability to perform the work must accept the assignment. Failure to

accept the assignment will result in the employee forfeiting their recall rights and termination of employment.

An employee on recall is not eligible to be recalled to a position in a higher classification, level or greater number of months than the position from which they were laid off.

### **13.05 LAYOFF and RECALL DURING BREAK PERIODS (i.e. Christmas, March Break)**

- a) Employees working with students are generally laid off during break periods, such as Christmas, March Break. In accordance with Article 13.03, the board provides a memorandum communication with no less than one (1) month written notice of the proposed layoff to affected employees.  
If the employer operates programs over the break periods, such programs will be staffed in the following manner:
  - 1) Employees will be asked to volunteer to fill any vacancies at their site during the break period. Seniority will be applied for individuals indicating they wish to volunteer to work.
  - 2) If there are insufficient volunteers, employees will be recalled in reverse order of seniority at their site.
  - 3) If vacancies remain after all employees at the site have been recalled, employees will be recalled in reverse order of Board-wide seniority.

Failure to accept a recall will result in an employee forfeiting their seniority and the termination of their employment.

- b) Should a permanent employee be recalled to work during both break periods, Christmas and March Break, in the same school year they may submit a request for a single Leave of Absence without pay, for up to five (5) consecutive days. Notwithstanding the three (3) year limitation, the leave request will be subject to the criteria under Article 16.01 a). The dates requested for the leave can be accessed once both full break periods have been worked that school year. Such requests are to be made in writing on a leave request form to the Human Resource Services Officer or a designate three (3) weeks in advance of the start date of the leave and shall not be arbitrarily denied.

## **ARTICLE 14 - TRANSFERS / TEMPORARY SUBSTITUTES**

### **14.01**

- a) Nothing herein shall prevent the Employer from making temporary transfers and hiring temporary substitutes in case of emergency without applying the seniority provision of this Agreement.



A temporarily vacant position may be filled with a temporary employee for a period not to exceed forty (40) consecutive working days. At the end of the forty (40) consecutive working days, the vacant position will either be posted or declared redundant. If a vacant position is declared redundant, the Board will notify the Union.

Should the position be posted at the end of the forty (40) consecutive working days, the temporary employee may continue in the position until it is possible to place the successful applicant. The Board will endeavour to complete this process within thirty (30) working days. Should this time period need to be extended beyond thirty (30) working days, the Board will discuss the reasons for the extension with the Union.

**b) Transfers/Temporary Substitutes**

Nothing herein shall prevent the employer from making temporary transfers or hiring temporary substitutes in the case of special work assignments for a period of up to one hundred and ten (110) consecutive working days. The Union and the Employer can by mutual agreement provide for an extension to this time. In the event of accidents, illness, and leaves, the Board may make temporary transfers or hire temporary substitutes without applying the provision of this Agreement for the length of the absence.

Special assignments shall be defined as work other than normal duties and/or work overload of a bargaining unit employee.

**c) After forty (40) consecutive working days, for the purpose of this Collective Agreement, temporary employees will begin to be covered under this Collective Agreement. Temporary employees will be excluded from the following:**

- i) Article 12 – Seniority**
- ii) Article 24 - General Welfare**
- iii) Article 25 - Pension Plans, unless required under Ontario Municipal Employees’ Retirement System (OMERS) legislation**

**d) For any temporary employee hired into a permanent position, seniority, and service for vacation purposes will be credited subject to the following:**

- i) Seniority date will be adjusted for time worked at a minimum of two-week increments (ten (10) consecutive working days) and then be credited backwards from the original date of hire to a regular position.**
- ii) A break in temporary assignment(s) of up to two consecutive weeks (ten (10) consecutive working days) not including regular school break times, will be allowed as if there was no break in the temporary assignment(s).**
- iii) An employee’s most recent hire date to the Waterloo Catholic District School Board will be used to identify years of service for determining the vacation**

**e) Nothing herein shall prevent the employer from making temporary transfers in order to provide accommodation to a bargaining unit member as required under the Workplace Safety and Insurance Act or the Human Rights Code.**

The Board will consult with the Union when making determinations pertaining to temporary transfers affecting another CUPE member in order to provide such accommodation. In addition, the Board will provide the Union with a copy of the accommodation plan of the transferred employee.

## **ARTICLE 15 - JOB POSTINGS**

### **15.01**

- a) When a vacancy occurs in full-time employee positions in this Bargaining Unit, written notice of such vacancy shall be forwarded by email to All CUPE including a link to the posting on the Careers section of the StaffNet. Receipt of such notice will be deemed to have occurred two (2) working days following notification. There will be no posting if an employee is offered and accepts an increase in hours. The Union shall be notified of all increases of hours for all positions. Where the Board believes a position will be vacant due to a long-term illness, accident, or leave, for more than eighteen (18) months in a twenty-four (24) month period, the Board may, at its discretion, post that position. In this case, the normal rules for postings will apply.

Where employment has not terminated and the employee is able to return to active employment the employee will be considered on recall and subject to the recall provisions of this Collective Agreement.

- b) In the event that there may be job vacancies during July and August, the Board shall email All CUPE employees postings to the All CUPE email distribution list and post the opening on the board's internal website (Staffnet) on or before August 15th of each school year.

### **15.02**

- a) Job vacancies shall be those vacancies in positions of more than twenty-four (24) hours per week of a long-term nature which arise because of resignations, promotions, retirements, discharge, or the establishment of new positions, and shall include the one (1) vacancy of more than twenty-four (24) hours per week resulting from the filling of the first vacancy through the posting procedure but not subsequent vacancies.
- b) The Board and the Union agree that no provisions in the collective agreement shall be construed as to prejudicially affect the rights and privileges with respect to the employment of Registered Early Childhood Educators (RECEs) enjoyed by Roman Catholic and Protestant Separate School Boards under the British North America Act 1867 and the Constitution Act, 1982. Accordingly, the Board reserves the right to determine the eligibility of candidates to RECE positions based, in part, on the candidates' ability to demonstrate that the candidate is a practicing Catholic and abiding by the teachings of the Catholic Church. To this end at the Board's discretion the Board may request documentation including, but not limited to, a pastoral reference, baptismal certificate and declaration of commitment to the Catholic Faith.

- c) The employee selected for the position will be placed on a trial period of up to sixty (60) working days where the Human Resource Services Department has determined training is required. In the latter case, the length of the trial period will be outlined to the employee, in writing, with a copy of such notice given to the Union. Where the Board has determined within the trial period the employee is unable to successfully meet the job requirements, the employee will be returned to their former position.

When an employee is placed into a position for a trial period, the Board is not obligated to post the vacated position(s) that become vacant as a result of the trial period placement. The Board, at its sole discretion, may fill any such opening with a temporary employee until such time that the trial period is concluded. If the trial period is successfully completed, the vacant position will be posted in accordance with Article 15.

- d) The Board will notify the Union before posting newly created positions.
- e) There will be no job postings while there are employee(s) on recall as a result of Board action. In such instance, the provisions of 13.04 will be followed. In the event the recall employee(s) does not possess the necessary qualifications, skills and ability, the position will be posted.

It is understood that an employee on recall is not eligible to be recalled to a position in a higher classification, level or greater number of months than the position from which they were laid off.

- f) Where the Board has posted a position in accordance with the Collective Agreement and subsequently decides that an additional position is required at the same location within four (4) working weeks of the position being posted the Board may, at its discretion, after advising the Union, select more than one candidate from the single posting.
- g) Where the Board has posted a position and there were no internal applicants with the necessary qualifications, skills and ability apply for the position the Board will not be obligated to post for that position again for another three (3) months from the date of the last posting.

15.03 Any employee may, within five (5) working days of receipt of such notice, file with the Employer in writing their application to be transferred to fill such vacancy.

#### 15.04

- a) In filling job vacancies and in the case of promotions, demotions or transfers within the Bargaining Unit, the Board will consider the qualifications, skill and ability of the applicant with the greatest seniority first and determine if the applicant has the necessary qualifications, skill and ability for the job. If the greatest seniority employee

does not have the necessary qualifications, skill and ability in the Board's opinion, the next senior employee will be considered, and so on.

- b) The Senior Manager of Human Resource Services or a designate will determine the number of qualified applicants as set out in Article 15.04 (a) to be interviewed.

15.05

- a) An employee who has been denied the job posting will be advised by letter if the denial was due to seniority and by personal interview if for any other reason.
- b) If no member of the Bargaining Unit who has applied has the necessary qualifications, skills and ability for the job the position may be filled by the Board from any other source.
- c) If the Board intends to postpone filling of a vacancy or not to fill it, the Board shall notify the Union in writing at the end of the selection process.

15.06 The selection and promotion of employees to positions outside the Bargaining Unit are not governed by this Agreement.

15.07 No employee shall be transferred from a position in the Bargaining Unit as defined in Article 2 to an administrative position outside of the Bargaining Unit without the written application or consent of the employee.

15.08 Should the Board merge or amalgamate any of its operations with another Employer under provincial jurisdiction, the Board will endeavour to arrange for the transfer of any employees affected, together with all their rights, privileges and benefits afforded under this Collective Agreement.

**15.09 New School Year - Transfer Procedure for High Needs Educational Assistants:**

Job vacancies in the classification of High Needs Educational Assistant will be carried out in accordance with the provisions of Article 15.09.

1. During the first week of March, the following notice will be sent to all Board locations for posting:

In preparation for staffing of Educational Assistant positions for the new school year, a request is being made at this time to all permanent CUPE employees who wish to be considered for available Education Assistant positions. This request is directed at permanent CUPE employees who currently do not hold a permanent Educational Assistant assignment.

Those interested are asked to submit by the end of the second week of March (date to be inserted), an up-to-date resume including history of experience and copies of educational qualifications. Requests will be reviewed by Human Resource Services and interviews will be conducted where necessary. Those candidates that are deemed

qualified by Human Resource Services will be included in the Educational Assistant Transfer Process that will take place in September and will be asked to complete a transfer request form.

2. By 4:00 p.m. of the second working day in September of each year, all CUPE employees qualified for Educational Assistant positions that are interested in a transfer will be required to submit a request for transfer form to Human Resource Services. These forms will be available at all locations and on the Board's intranet.

The form will identify the following:

- a) their desired full time assignment location(s) preference in priority order for transfer effective at the end of the fourth week of September of the following school year. It is understood that by making a selection on this form, individuals will be transferred if the preferred assignment is available and the individual is the most senior individual requesting the transfer. Where none of the individual's preferences are available, the individual will not be transferred.
  - b) their desired part time assignment location(s) preference in priority order for transfer effective at the end of the fourth week of September of the following school year. It is understood that by making a selection on this form, individuals will be transferred if the preferred assignment is available and the individual is the most senior individual requesting the transfer. Where none of the individual's preferences are available, the individual will not be transferred.
  - c) forms that do not have original signatures of the employee requesting the transfer consideration will not be included in the transfer process.
  - d) no additions to the submitted requests will be made after the deadline date.
3. All requests for transfer in order of preference and Full Time Equivalent will be placed in a database by Human Resource Services. This transfer request data will be used to staff openings in September of the next school year. Where selections are not made in order of preference, assignments will be ranked by Human Resource Services in the order that they appear on the form.
  4. All permanent Educational Assistant staff will begin the new school year in the assignment(s) they occupied in June of the previous school year unless notified otherwise by Human Resource Services of an alternate Educational Assistant assignment.
  5. In September of each year, Student Services will finalize a list of surplus and new Educational Assistant assignments for the school year.
  6. Human Resource Services will inform principals of their approved Educational Assistant allotment for the school year. Where a surplus is identified, the principal

will hold a meeting with their existing Educational Assistants to inform them of the number of surplus declarations. The surplus individual(s) will be identified through the following process;

The principal will:

- a) Ask for volunteers to accept the surplus.
  - b) If more than one individual wishes to be declared surplus, the most senior individual(s) volunteering will be declared surplus. Note, the maximum number of volunteers for surplus cannot exceed the surplus FTE identified by Human Resources.
  - c) It is understood that senior individuals considering taking a voluntary surplus as noted in 15.09 – 6. a) or b), may request up to twenty four (24) hours to consider their decision before committing to the voluntary surplus. A member wishing to take this time to consider their options will respond to their principal with their decision within twenty four (24) hours from the time of the meeting. Where an individual fails to respond within the time period, the member will lose their option to take the surplus. Where no volunteer is identified, the least senior member will be declared surplus.
  - d) The surplus staff identified will be required to complete a surplus placement request form listing their desired preference in priority order for surplus placement. A list of known openings will be made available to surplus staff. Principals will collect the surplus placement request forms and will forward them to Human Resource Services within two working days of the meeting.
7. Human Resource Services will staff surplus staff in order of seniority and preference using the surplus placement request information gathered. A list of known openings will be made available to surplus staff and they will be asked to rank all of the available positions in order of preferred placement.
  8. Following the surplus placements, Human Resource Services will transfer staff in order of seniority and preference to the remaining vacant assignments using the request for transfer data collected in 3 above. The same process will be used to transfer staff to two (2) subsequent full time vacant assignments resulting from the filling of the original full time opening. This satisfies the provisions of Article 15.02 b).
  9. Vacant positions remaining at the completion of the process identified in 8 may be filled by the Board from any other source as per the provisions of Article 15.05 b).
  10. Staff will be notified of their placement and the effective date of the transfer by Human Resource Service through their current supervisor.

11. Staff assigned following this process will remain assigned to the new location(s) for the remainder of the school year.
12. Notwithstanding 11, in the event that a special needs student leaves the Board or transfers to another location within the Board, after the September transfer period, a surplus will be declared at the location the student is leaving from. The process identified in 6 a), b) and c) will be followed to identify the surplus individual(s).
13. In the event that the student transfers to a school within the Board, the surplus individual identified in 12 will transfer to the transferring student's new school.
14. In the event that the transferring student leaves the Board, the individual identified as surplus in 12 will;
  - a) be placed in any Educational Assistant vacancy within their hour band;  
OR
  - b) be placed in a full year temporary opening if one exists; or
  - c) be assigned to an Educational Assistant position as identified by Student Services.

Procedure for filling vacancies after September of each year:

Following the completion of the September transfer process, any newly created or vacated permanent positions that become available for the remainder of the school year will be filled on a temporary basis as follows:

First Step:

- a) Vacancies will be filled from a list of qualified permanent part-time CUPE Educational Assistants who wish to increase their hours of work. It is understood that positions will be offered to individuals on the list where the vacant position does not conflict with their existing position. It is understood that an individual must be on the list at the time of the vacancy. Any additional hours gained through this process will be considered a temporary assignment until the next transfer process.

A notice inviting permanent part-time CUPE Educational Assistants who wish to increase their hours of work will be circulated in October of each year.

- b) Where vacancies are not filled in accordance with a) above, vacancies will be filled from a list of qualified part-time CUPE permanent staff that is not in the Educational Assistant classification. They must possess the qualifications, experience, skills and ability for the position. Employees that wish to be considered for this list will be required to furnish proof of qualifications, experience, skills and ability for the position. Interviews will be required where necessary before an individual is placed on the list. It is understood that an individual must be on the list at the time of the vacancy.

Where an individual is placed in this temporary assignment, such assignment will not exceed a period of time that extends beyond the end of September of the following school year. A leave of absence will be granted from their permanent placement. At the conclusion of the temporary assignment, the individual will return to their original position. Where a permanent employee is placed into such a temporary assignment, they will be entitled to all of the benefit provisions of the collective agreement as though they were permanent hours of work for the duration of the assignment.

The Educational Assistant positions will be made available for permanent placement in the following school year should the allocations permit.

Where no individuals are available on the list at the time of a vacancy, the position will be filled as noted below in the second step.

**Second Step:**

Notwithstanding 14.01 a) and b), the Board may fill the vacancy with a temporary employee for a period not to exceed the end of September of the following school year. The positions will be made available for permanent placement in the following school year should the allocations permit.

These placements will be filled until the end of June unless otherwise indicated by Human Resource Services.

**ARTICLE 16 - LEAVE OF ABSENCE**

**Common Central Terms – Part A – in addition refer to Article C12.00**

**16.01**

- a) The Board may at its discretion grant a single Leave of Absence, every three (3) years every year with or without pay, for personal reasons, for up to five (5) consecutive days. Such requests are to be made in writing on a leave request form to the Human Resource Services Officer or a designate three (3) weeks in advance of the start date of the leave and shall not be arbitrarily denied.

The Board will base its discretion on the following criteria:

Leaves of Absence will not be approved during the following periods criteria:

- On school days before or after a break (March Break, Christmas or Summer Holidays, ie, July & August) or before or after any statutory holidays.
- Requests for Leave of Absence should not conflict with provincial student assessment and secondary exam schedules.
- Employees: if there is more than one employee in the same job classification at the same site requesting a leave of absence for the exact same time period (dates), in these circumstances, leaves of absences will be granted on a first request basis.
- Leaves cannot be used in conjunction with Family Related leave days at the beginning or end of the Leave of Absence.



- Leaves may be denied if the number of requests exceeds 10% of the available supply/temporary employees for leaves of absence coverage per job classification at any one time.

Requests for emergency leave are not subject to the three (3) week advance notice.

Members who while on approved leave for a period of one or more years may request a return to work in advance of the approved leave end date only after three-quarters (3/4) of the leave has been completed. Such requests must be presented in writing to Human Resource Services a minimum of three (3) weeks in advance of their requested new return date. Where no commitments have been made to replacement staff of the incumbent's position, they will return to their original placement. The Board maintains the right to offer the individual requesting an early return from their leave any available vacancy for which they have the qualifications skills and abilities. Requests that are not received within the timelines in the collective agreement will not be considered.

**b) Graduation Leave**

Leave of Absence of one (1) day will be granted to attend a post-secondary graduation ceremony for self, spouse/common-law spouse or child. Written request must be made to the Senior Manager of Human Resource Services or a designate.

- c) The Employer recognizes the right of an employee to participate in public affairs. Therefore upon written request, the Employer shall allow a leave of absence without pay and without loss of seniority, so that the employee may be a candidate in a federal, provincial or municipal election.

- d) An employee who is elected to public office shall be allowed a leave of absence without pay or without loss of seniority during the term of office up to a maximum of one (1) term.

**16.02 Union Leave**

Leave of Absence without loss of seniority may be granted, upon request to the Board, to an employee elected or appointed to represent the Union at a Union convention, seminar school, conference. It is understood that no more than eight (8) employees may be granted such a Leave of Absence at any one time, and that the Leave is restricted to a maximum of eighty (80) working days per year for all employees. Such requests must be made in writing fifteen (15) working days prior to the commencement of the Leave, to the Senior Manager of Human Resource Services or a designate. The Board agrees to continue to pay the wages of any such employees for which it shall be reimbursed by the Local of the Union.

It is understood that where mutual agreement is reached by the parties, the maximum number of days may be increased for the year. Such requests will be discussed at Labour/Management meetings.

It is understood that where mutual agreement is reached by the parties, the maximum number of days may be increased for the year. Such requests will be discussed at Labour/Management meetings.

**16.03 Union Office**

Any permanent employee who is elected or selected for a full-time position with the Union, or anybody with whom the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority, by the Board, for a period up to two (2) years. The Board may renew such leave on a yearly basis. On return from leave, the employee will be placed in their previous position, or if the previous position does not exist the procedure found in Article 13.03 as applicable will be followed.

It is further understood that the Union will reimburse the Employer for the cost of the employee's pay. The Employer shall invoice the local union treasurer and shall provide the following information: date of leave, name of employee, purpose of the leave, hours of work, hourly rate and the name of the replacement. All time while on leave shall be considered as time worked for the purposes of calculating service, seniority and any other benefit under the Collective Agreement.

**16.04 Pregnancy/Parental leave shall be granted in accordance with the Employment Standards Act.**

An employee on Pregnancy or Parental leave shall continue to accrue seniority and service credits throughout the leave period. In addition refer to,

Central Common Terms –Part A – C12.00: Supplemental Employment Benefits and Letter of Understanding (LOU #2)

**16.05** It is understood that all employees may take Family Medical Leave or Critical Illness Leave in accordance with the provisions of the *Employment Standards Act* Section 49.1 as amended from time to time. An employee on Family Medical Leave or Critical Illness Leave shall continue to accrue seniority and service credits throughout the leave period. In addition, the employee may be eligible for Supplemental Employment Benefits (SEB):

a) Family Medical Leave or Critical Illness Leave

1. 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.
2. The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
3. 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.

4. Seniority and experience continue to accrue during such leave(s).
5. 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.
6. 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.

**b) Supplemental Employment Benefits (SEB)**

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.

- c) 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.
- d) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

The employee must provide the Board with proof that they have applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

**16.06 Compassionate Leave**

In the event of a death of an employee's spouse, child, parent, step child or step parent the employee shall be granted such time off without loss of regular pay as may be required to enable the employee to have five (5) working days within an eight (8) calendar day period beginning with the date of death.

- 16.07 In the event of the death of an employee's sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, the employee shall be granted such time off without loss

of regular pay as may be required to enable the employee to have three (3) working days within an eight (8) calendar day period beginning with the date of death. One (1) of the three (3) days may be used within a six (6) month period beginning with the date of death. Request for such consideration must be made to Human Resource Services within one (1) week of the death of the relative.

16.08 In the event of the death of an employee's son-in-law, daughter-in-law, sister-in-law or brother-in-law, the employee shall be granted such time off without loss of regular pay as may be required to enable the employee to have one (1) working day within a six (6) month period beginning with the date of death the employee shall be granted such time off without loss of regular pay as may be required to enable the employee to. Request for such consideration must be made to Human Resource Services within one (1) week of the death of the relative.

16.09 One (1) day to attend a funeral may be granted at the discretion of the Senior Manager of Human Resource Services or a designate.

16.10 Employees may request approval from the Senior Manager of Human Resource Services or a designate for a Compassionate Leave for reasons not outlined in Article 16.06, 16.07, 16.08 and 16.09, which may include travel time to attend out of province funeral or interment.

**16.11 Family Related Leave**

Short-term leave may be granted, at the discretion of the Human Resource Services Officer or designate, such as a supervisor or administrator, to an employee who must deal with family related issues. Such leave will not be unreasonably requested or denied. It is understood that for full time employees, up to two (2) days per school year for this purpose. For part-time employees, one (1) day per school year. Any additional approved time will be on an unpaid leave basis. These days are non-cumulative.

These days cannot be scheduled on the school days before or after a break (March, Christmas and Summer) or statutory holiday.

**ARTICLE 17 - SALARY SCHEDULE**

**17.01**

- a) Salaries shall be paid in accordance with the salary schedule and shall be paid every two (2) weeks.
- b) Salaries will be paid in accordance with the number of hours worked in different job classifications.

## **ARTICLE 18 - HOURS OF WORK**

### **18.01**

- a) The normal work week for full-time employees will be thirty-five (35) hours per week, consisting of seven (7) hours each day, Monday through Friday. This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay or of hours of work per day, per week or of days of work per week.
- b) The normal work week for full-time A-V and Computer technical employees will be thirty-seven and one half (37 1/2) hours per week, consisting of seven and one half (7 1/2) hours each day, Monday through Friday. This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay or of hours of work per day, per week or of days of work per week.
- c)
  - i) The normal work-week for full-time Child and Youth Care Worker employees will be forty (40) hours per week, consisting of eight (8) hours each day, Monday through Friday. This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay or of hours of work per day, per week or of days of work per week.
  - ii) The normal work-week for full-time Child and Youth Care Worker employees specifically assigned to a student, one-to-one, will be thirty-five (35) hours per week, consisting of seven (7) hours each day, Monday to Friday. This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay for hours of work per day, per week or of days of work per week. It is understood that these Child and Youth Care Workers can be redeployed at any time during the school year at their normal rate of pay.
- d)
  - i) The normal work-week for full-time Educational Assistant employees will be thirty-two and one-half (32.5) hours per week, consisting of six and one half (6.5) hours each day, Monday through Friday. The Board shall, where required, establish Educational Assistant positions of not less than sixteen and a quarter (16.25) hours in any one location. This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay or of hours of work per day, per week or of days of work per week.
  - ii) All Educational Assistant positions will be posted as 32.5 hours per week at either a single location or between two locations. Educational Assistants who transfer into a position at two locations will be entitled to paid travel time and mileage reimbursement in accordance with Board policy when travelling between the two locations on the same day.
  - iii) Notwithstanding 18.01 the Board may post up to ten (10) half time positions (sixteen and one quarter hours) in total within the board, exclusive of any needs for half time assignments within the Extended Day portion of the Full Day

Kindergarten program. With mutual agreement of the parties, more than ten (10) half-time positions may be posted in any one year.

- e) The normal work week for part-time employees will be twenty-four (24) hours or less per week as scheduled by the Board Monday through Friday. This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay or of hours of work per day, per week or of days of work per week.

## 18.02

- a) The normal starting and stopping time span shall be between **7:00 a.m. to 6:00 p.m.** with a one (1) hour lunch period. Such times will be arranged with the employee's immediate Supervisor. The supervisor will endeavour to provide an uninterrupted lunch period.  
Employees working less than full time will not be scheduled a lunch period.  
A starting time prior to **7:00 a.m.** or a finishing time after **6:00 p.m.** will occur only where there is mutual agreement between the immediate supervisor and the employee.
- b) Employee(s) will not be scheduled for shifts shorter than two (2) continuous hours unless specified in writing as a condition of employment.
- c) Employees may be scheduled to work outside of the normal starting and stopping times as outlined in Article 18.02 a) and d) respectively, provided the need for such shift was established in the posting.
- d)
  - i. Employees who are required to work a shift where the majority of hours occur after 3:00 p.m. shall be reimbursed \$0.65 per hour for each hour worked.
  - ii. Registered Early Childhood Educators (RECEs) scheduled to work the 10:30 am to 6 pm shift in the extended day program on a regular basis will receive a shift premium allowance of \$1.00 per hour for the entire shift.  
This shift allowance is paid when an RECE is actively at work in the program. The allowance is discontinued if the employee is not actively at work performing the duties of the position.
- e) It is understood that staff will receive a paid break of fifteen (15) minutes in the morning and afternoon unless there are extenuating circumstances and/or the needs of the students are not compromised. Breaks are flexible to individual workplaces.  
  
Any issues arising regarding the scheduling of breaks to CUPE members will first be discussed at Labour/Management meetings. When such concerns are raised the Union will provide the Board with the name of the schools(s) and member(s) experiencing the problems. The Board will investigate concerns and will review remedies after consultation with the Union.

18.03 Before any change of hours of work for an employee that would be implemented to be of a permanent change affecting the regular starting and stopping times of that employee, there will be at least forty-eight (48) hours prior notice to the employee by the appropriate Supervisor. The appropriate Supervisor will commit to writing the reason for this change.

This clause does not apply for emergencies.

This clause does not apply to employees required to work a schedule that must vary frequently depending on the need of the Supervisor. This need for flexible hours will be outlined to the employee in writing as a condition of that job, or, if known in advance, this will be outlined in the job posting.

18.04 Educational Assistants will be employed for the equivalent number of pupil teaching days and P.A. days.

## **ARTICLE 19 - OVERTIME**

19.01

a) All approved time worked beyond the normal hours set out in Article 18.01 shall be considered overtime and shall be paid at the overtime rates in accordance with Article 19.03. All approved overtime hours will be paid at applicable overtime rates or taken in lieu at the overtime equivalent. The time at which any lieu time is taken must be mutually agreed to by the supervisor and the employee.

Where an employee is unable to use approved accumulated lieu time prior to the end of the school year (June) for 10 month employees and prior to the end of August for 12 month employees, the employee shall be paid out the balance of lieu time at the end of the school year (June) for 10 month employees and at the end of August for 12 month employees at the appropriate overtime rate.

b) Employee(s) who are requested to work through their lunch period shall be paid time and one-half (1-1/2) for such work provided. As outlined in Article 18.02, all such overtime must be authorized beforehand by the appropriate Supervisor. Overtime will not be paid for work performed through the lunch period if the employee and the Supervisor had mutually agreed to another arrangement.

19.02 All such overtime work must be authorized beforehand by the appropriate Supervisor. Otherwise employees working beyond the normal hours set out in Article 18.01 will not be paid overtime rates, as outlined in Article 19.03.

19.03 Overtime rates shall apply as follows:

a) Overtime rates of one and one-half (1-1/2) the hourly rate shall apply as follows:  
i) Hours worked over and above seven (7) per day for those employees whose normal hours of work according to 18.01 are 35 hours per week or less.

- ii) Hours worked over and above seven and one-half (7-1/2) per day for those employees whose normal hours of work according to 18.01 are 37 ½ hours per week.
  - iii) Hours worked over and above eight (8) hours per day for those employees whose normal hours of work according to 18.01 are 40 hours per week.
- b) Hours worked on Sunday and on paid holidays when not a regular scheduled work day: two (2) times the hourly rate.
- c) Employees who have successfully applied to an ECE Assistant opening through a posting or opportunity bulletin will be paid the regular rate of pay for the ECE Assistant assignment. Overtime rates will not be applied in this instance.

**ARTICLE 20 – PAID HOLIDAYS**

20.01

- a) All employees covered by this Agreement shall be paid for the holidays listed below, subject to conditions and exceptions as outlined in 20.01 (b), (i), (ii) and

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

- b)
- i) An employee under this agreement who is eligible for paid holiday pay, will be paid in accordance with the calculations outlined in the *Employment Standards Act*, as amended.
  - ii) Easter Monday and the Day before Christmas are paid holidays only if they are declared school holidays by the Ontario Government Ministry of Education.
  - iii) Floating Holidays in lieu of Remembrance Day to be taken during the Christmas Break. It is understood that wages for the Floating Holidays will be earned as Remembrance Day. This day will be added to the first week of the Christmas Break, unless the date does not line up with the payroll week.

20.02 The Civic Holiday will only be paid to employees who are normally scheduled to work on that day.

20.03 If any employee is requested to attend at their place of employment on any paid holiday for any reason, the employee will be paid at the rate of two times their regular rate of pay for all time worked in addition to their regular pay for the paid holiday.



20.04 When a paid holiday as outlined above in Clause 20.01, falls on a Saturday or Sunday, the Friday preceding the holiday or the Monday following the holiday, whichever is mutually agreed on, will be considered the holiday for all intents and purposes of this Collective Agreement.

20.05 If a paid holiday occurs during an employee's vacation period, the paid holiday will be added to the said vacation period.

## **ARTICLE 21 - VACATIONS**

### **Twelve-Month Employees**

All twelve-month employees covered by this agreement shall receive vacation pay as follows:

21.01 All employees who have completed less than one (1) year of service as of July 1st, shall be granted four percent (4%) of their gross salary for the vacation pay; it being understood that the employee may at their option take a vacation of one (1) or two (2) weeks during July or August.

21.02 All employees who have completed one (1) year or more of service as of July 1st shall be granted two (2) weeks vacation at their regular hourly rate of pay or four percent (4%) of their regular gross pay, whichever is greater.

21.03 All employees who have completed three (3) years or more of service as of July 1st shall be granted three (3) weeks vacation at their regular rate of pay or six percent (6%) of their regular gross pay, whichever is greater.

21.04 All employees who have completed nine (9) years or more of service as of July 1st shall be granted four (4) weeks vacation at their regular hourly rate of pay or eight percent (8%) of their regular gross pay, whichever is greater.

21.05 All employees who have completed fifteen (15) years or more of service as of July 1st shall be granted five (5) weeks vacation at their regular hourly rate of pay or ten percent (10%) of their regular gross pay, whichever is greater.

21.06 All employees who have completed twenty-five (25) years or more of service as of July 1st shall be granted six (6) weeks vacation at their regular hourly rate of pay or twelve percent (12%) of their regular gross pay, whichever is greater.

21.07 All employees going on vacation shall receive their appropriate pay prior to going on vacation, provided that at least three (3) weeks prior notice in writing is given.

21.08 Employees receiving two (2) weeks vacation or more shall take two (2) weeks during the months of July and August. Vacation entitlement over two (2) weeks shall be taken at a time mutually agreeable to the board and employee. If conflict arises in assigning

vacation periods, seniority shall rule. **Requests for vacation will not be unreasonably denied.** Any remaining unused vacations days at the end of June, employee may select to carry over up to 5 remaining vacation days to the next vacation year, or be paid out. The employee(s) must advise of their selection on carry over days to the Human Resource Officer, or delegate, by June 30th, otherwise the remaining days will be paid out.

**Other Employees (Including Part-Time)**

All other employees covered by this Agreement shall receive vacation pay as follows:

- 21.09 All employees who have completed less than one (1) year of service as of July 1st, shall be granted four percent (4%) of their gross salary for vacation pay.
- 21.10 All employees who have completed one (1) year or more of service as of July 1st shall receive vacation pay to be an amount equivalent to four percent (4%) of the total gross salary for the year for which the vacation is given.
- 21.11 All employees who have completed three (3) years or more of service as of July 1st shall receive vacation pay to be an amount equivalent to six percent (6%) of such employee's gross salary for the year for which the vacation is given.
- 21.12 All employees who have completed nine (9) years or more of service as of July 1st shall receive vacation pay to be an amount equivalent to eight percent (8%) of such employee's gross salary for the year for which the vacation is given.
- 21.13 All employees who have completed fifteen (15) years or more of service as of July 1st shall receive vacation pay to be an amount equivalent to ten percent (10%) of such employee's gross salary for the year for which the vacation is given.
- 21.14 All employees who have completed twenty-five (25) years or more of service as of July 1st shall receive vacation pay to be an amount equivalent to twelve percent (12%) of such employee's gross salary for the year for which the vacation is given.
- 21.15 All other employees (including Part-Time) shall receive their vacation percentage entitlement in each pay.
- 21.16 Gross salary for vacation pay purposes as mentioned above will be defined as:  
All wages received as hourly rate, overtime, paid holidays, paid compassionate leave, previous year's vacation pay and paid sick leave.

## **ARTICLE 22 - SICK LEAVE**

### **Common Central Terms – Part A – C6.00 Sick Leave**

#### **22.01 Quarantine**

An active employee shall be granted a leave of absence without loss of pay or sick leave credits as a result of being quarantined by order of the Medical Officer of Health from attending upon **their** duties. The Board has the right to request appropriate documentation in such circumstances.

This provision does not apply to employees on sick leave, unpaid leave or any other approved leave at the time of quarantine.

## **ARTICLE 24 - GENERAL WELFARE PROGRAM**

### **Central Common Terms –Part A – Letter of Understanding #9 – Benefits**

## **ARTICLE 25 - PENSION PLANS**

25.01 The Board will contribute to the present Ontario Municipal Employees' Retirement System Plan (O.M.E.R.S.) in accordance with the Acts and Regulations governing the Plan.

## **ARTICLE 26 - JURY DUTY**

26.01 Time will be allowed with no loss of pay for an employee called for jury duty or subpoenaed as a crown witness. In such instances, the employee will receive full pay from the Board and in turn will turn over to the Board all remuneration received for jury duty or witness service. The Board may require the employee to furnish a certificate of service signed by the Clerk of the Court.

## **ARTICLE 27 - GENERAL**

27.01 No employee shall be required or permitted to make a written or verbal agreement with the Board or the employee's representatives which may conflict with the terms of this Collective Agreement.

No individual employee or group of employees shall undertake to represent the union at meetings with the Board without proper authorization from the Union.

27.02 It is understood and agreed that the Board will recognize for all purposes including the terms of this Collective Agreement, the prior service of all its employees in the individual Boards now comprising the Waterloo Catholic District School Board and now coming under the scope of this Bargaining Unit, providing there was no break in employment.

- 27.03 When a school or building is closed because of severe weather or other unforeseen reasons, all employees affected will be allowed necessary leave of absence without loss of pay until their school or building is reopened. In rare cases where a school or building is not reopened, the employee may be requested to report to work at a different location.
- 27.04
- a) The Employer will provide, at its expense, copies of the new Collective Agreement to all employees covered by this Agreement within thirty (30) calendar days after the Agreement has been signed.
  - b) The Employer will provide the Union with an electronic version of the Agreement after it is signed.
- 27.05 The administration of medication to students will be carried out in accordance with the provisions of *The Ministry of Education - Policy/Program Memorandum No. 81, Provision of Health Support Services in School Settings* as amended from time to time and The Waterloo Catholic District School Board Administrative Procedure APH004. No employee shall be required to carry out such duties without first receiving appropriate instruction or training.
- 27.06 Employees will be paid mileage in accordance with Board Policy.
- 27.07 Retroactivity on wages shall apply to current employees covered by the terms of this collective agreement, to employees who have retired during the collective agreement term, to employees on an approved leave of absence, to the estate of an employee who has deceased during the term of the collective agreement, and to an employee who has terminated their employment during the term of the collective agreement in each case prorated according to the hours paid since the effective date of the newly negotiated increases.
- 27.08 CUPE employees will not be required to accompany students on overnight visits as part of their regular duties.
- 27.09 When the employer is aware that an employee is being investigated arising from the performance of duties as an employee for the Board, or is charged with a criminal offence arising from the performance of the duties as an employee for the Board, the Board agrees to inform the President of the Local unless they are legally restricted from disclosing the matter.  
The Union will be provided with an opportunity to meet with the employee and the employer.  
The Board will determine if it would be appropriate for the employee to remain in their present position(s) while the matter is being investigated. Where the Board determines that the employee should be removed from their position, the Board may choose to place the employee in another position or may assign the employee to home with no loss of pay or benefits until the investigation is concluded.
- 27.10 There shall be one-half (1/2) of the one approved P.D. Day to be organized by CUPE, Local 2512. The purpose and content is to be submitted to and approved by the CUPE Professional Development Committee.

Opportunity to attend P.D. days shall be distributed in a manner so as to provide each ECE an equal chance to attend Professional Development and maintain their qualifications.

## **ARTICLE 28 - HEALTH AND SAFETY**

28.01 The Union shall elect a Health and Safety Committee of one (1) employee plus an alternate.

28.02 The Employer shall recognize and deal with the Health and Safety Committee on matters relating to the current Occupational Health and Safety Act.

## **ARTICLE 29 - BULLETIN BOARDS**

29.01 The Board will provide a bulletin board for the purpose of posting union notices. All such notices must be submitted to the Senior Manager of Human Resource Services or their designate for approval before they are posted. Such approval will not be unreasonably withheld.

## **ARTICLE 30 - NOTICES**

30.01 Each employee shall keep the Human Resource Services Office informed of their current address and telephone number.

30.02 All communications between the parties shall be addressed to:

- a) Senior Manager of Human Resource Services
- b) President, Vice-President, and the Secretary of the Local
- c) CUPE National Servicing Representative to the Union Office
- d) Human Resource Services Officer

## **ARTICLE 31 - STAFFING FORMULA**

### **31.01 Staffing Formula:**

Effective September 1, 2008 to December 31, 2012, Library Technicians, Secondary Secretarial, Elementary Secretarial and Youth Care Workers will be staffed each school year using the following staffing formulas:

School year staffing will be carried out in accordance with Article 13.

#### **i. Library Technicians**

##### **Effective September 1, 2008**

Schools of 275 Students or Over = 1.0 FTE Library Technicians

Schools Under 275 Students = 0.5 FTE Library Technicians

1.0 FTE = 35 hours/week, 41 weeks per year

Technicians that have two library technician assignments that travel between two schools in one day will be paid mileage in accordance with Board policy.

**ii. Elementary School Administrative Assistants  
Effective September 1, 2008 to September 1, 2009**

Enrolment	Administrative Assistant Hours	FTE (based on 35 hrs/wk)
0 – 450.5	35	1.00
451 – 650.5	52.5	1.50
651 – 900.5	70	2.00
901	87.5	2.50

The first 35 hours of administrative assistant time will be based on the assignment of an Administrative Assistant – Lead (Elementary). Any additional hours above 35 will be assigned as an Administrative Assistant (Elementary) position.

In addition to the formula above, schools with an enrolment between 351 and 450.5 will be provided with 35 hours of overtime per school year to be assigned by the supervisor.

**Effective September 1, 2009 to August 31, 2012**

Enrolment	Administrative Assistant Hours	FTE (based on 35 hrs/wk)
0 – 450.5	35	1.00
451 – 600.5	52.5	1.50
601 – 900.5	70	2.00
901	87.5	2.50

The first 35 hours of administrative assistant time will be based on the assignment of an Administrative Assistant – Lead (Elementary). Any additional hours above 35 will be assigned as an Administrative Assistant (Elementary) position.

In addition to the formula above, schools with an enrolment between 275 and 350.5 will be provided with 35 hours of overtime per school year to be assigned by the supervisor.

In addition to the formula above, schools with an enrolment between 351 and 450.5 will be provided with 45 hours of overtime per school year to be assigned by the supervisor.

Effective September 1, 2009, Administrative Assistant – Lead (Elementary) will work a 43 week work year with one additional week added to the end of the school year.

**iii. Child/Youth Care Workers**

Secondary	Elementary
Enrolment - 600+ Students = 1.0 FTE	Staffed centrally based on system needs.
Enrolment - 1200+ Students = 1.5 FTE	
Enrolment - 1800+ Students = 2.0 FTE	

**iv. Secondary School Administrative Assistants  
Effective September 1, 2005 to August 31, 2007:**

Based on the enrolment projected for the following school year, secondary secretarial staff will be allocated on the basis of 9.2 hours per student, to arrive at a calculated number of

hours divided by 1,435 hours to determine a calculated FTE, which will be rounded to the nearest 0.5 FTE, with a minimum FTE for a secondary school over 500 students of 6.0 FTE.  
1.0 FTE = 35 hours/week, 41 weeks per year

**Effective September 1, 2007 to August 31, 2012**

Based on the average daily enrolment (ADE\*) projected for the school year, secondary secretarial staff will be allocated on the basis of 9.2 hours per student to determine a calculated number of total hours allocated for the school year.

Based on school needs, the principal will be responsible to determine the distribution of the allotted secretarial hours over the school year. Positions will be limited to either full time or part-time hours per week (35 or 17.5 hours per week). Confirmation of positions will be provided to Human Resource Service at the end of the second week of school in each year. Principals will have the ability to bank up to a maximum of 717.5 hours (0.5 FTE) for secretarial overtime and or for peak period secretarial assistance as required. These hours will be available exclusively for secretarial assistance and will not be cumulative from year to year.

\*Calculation of ADE will be carried out as follows:

The Full Time Equivalent (FTE) number of secondary students at each school as of the end of the second week of the school year will be used as the base for calculating the ADE for the year. The FTE figure will be used to project the ADE for October and for March of that school year. The projected ADE for October and March will be used to determine the ADE for each school for the school year.

e.g. FTE at the end of the second week of school year = 1000

ADE for October = 990

ADE for March = 940

ADE for the year =  $(990 + 940) / 2 = 965$

**ADE for the year = 965**

1.0 FTE = 35 hours/week, 41 weeks per year

**Effective September 1, 2020:**

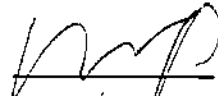
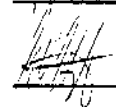
The above staffing formula will be followed. Secondary schools allocated more than 8.0 FTE of administrative assistant support will be reviewed by Human Resource Services, the school Administrator in consultation with CUPE to identify whether a portion of that support, over the 8.0 FTE, could be reallocated to another site within the organization.

The overall board wide allocation will not change.

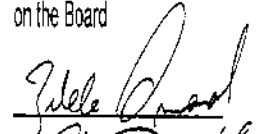
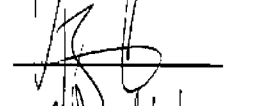
**ARTICLE 32 - DURATION OF AGREEMENT**

32.01 This agreement shall be for a term commencing on **September 1, 2022** and ending **August 31, 2026** and thereafter shall continue from year to year unless either party gives notice in writing to the other not less than thirty (30) or more than ninety (90) days prior to the expiry date hereof the party's intention to revise, modify or terminate this Agreement. In the event of notice being given, negotiations with a view to arranging a new Agreement shall begin within fifteen (15) working days unless there is mutual agreement for extension.

Agreed on Behalf  
of the Union

  
Michelle C. Pagan  
  
Miriam L. Ford  
1/19  
B. Gordon

Agreed on Behalf  
on the Board

  
Zulee Ahmad  
Z. Wright  
Paul Gordon  
  
M. Polinsky  
E. Mack  
A. Gordon

Signed at Kitchener this 14<sup>th</sup> day of February, 2023



**CUPE SALARY SCHEDULE Appendix A**

**Sept 1, 2022 to August 31, 2026**

**Level 1**

	<b>Start</b>	<b>6 MO</b>	<b>12 MO</b>	<b>18 MO</b>	<b>24 MO</b>
<b>Effective September 1, 2022</b>	<b>\$24.14</b>	<b>\$24.45</b>	<b>\$24.80</b>	<b>\$25.12</b>	<b>\$25.46</b>
<b>Effective September 1, 2023</b>	<b>\$25.14</b>	<b>\$25.45</b>	<b>\$25.80</b>	<b>\$26.12</b>	<b>\$26.46</b>
<b>Effective September 1, 2024</b>	<b>\$26.14</b>	<b>\$26.45</b>	<b>\$26.80</b>	<b>\$27.12</b>	<b>\$27.46</b>
<b>Effective September 1, 2025</b>	<b>\$27.14</b>	<b>\$27.45</b>	<b>\$27.80</b>	<b>\$28.12</b>	<b>\$28.46</b>

Clerk - Foundation  
 Clerk - Mail Room  
 Clerk - Supply Placement  
 Jr/Sr Kindergarten Classroom Support Assistant  
 Lunch Hour Supervisor

Morning Supervisor  
 Receptionist - Continuing Education  
 Summer School Classroom Helper  
 Hall Monitor

**Level 2**

	<b>Start</b>	<b>6 MO</b>	<b>12 MO</b>	<b>18 MO</b>	<b>24 MO</b>
<b>Effective September 1, 2022</b>	<b>\$25.11</b>	<b>\$25.45</b>	<b>\$25.81</b>	<b>\$26.17</b>	<b>\$26.51</b>
<b>Effective September 1, 2023</b>	<b>\$26.11</b>	<b>\$26.45</b>	<b>\$26.81</b>	<b>\$27.17</b>	<b>\$27.51</b>
<b>Effective September 1, 2024</b>	<b>\$27.11</b>	<b>\$27.45</b>	<b>\$27.81</b>	<b>\$28.17</b>	<b>\$28.51</b>
<b>Effective September 1, 2025</b>	<b>\$28.11</b>	<b>\$28.45</b>	<b>\$28.81</b>	<b>\$29.17</b>	<b>\$29.51</b>

Administrative Assistant - Experiential Learning  
 Administrative Assistant - Library  
 Clerk - Media  
 Clerk - Human Resource Services  
 Teaching Assistant JK/SK

Duplicating Machine Operator (Printing Technician)  
 Switchboard/Receptionist - CEC  
 Teaching Assistant (ESL & Sudanese)

**Level 3**

	<b>Start</b>	<b>6 MO</b>	<b>12 MO</b>	<b>18 MO</b>	<b>24 MO</b>
<b>Effective September 1, 2022</b>	<b>\$25.95</b>	<b>\$26.32</b>	<b>\$26.66</b>	<b>\$27.04</b>	<b>\$27.39</b>
<b>Effective September 1, 2023</b>	<b>\$26.95</b>	<b>\$27.32</b>	<b>\$27.66</b>	<b>\$28.04</b>	<b>\$28.39</b>
<b>Effective September 1, 2024</b>	<b>\$27.95</b>	<b>\$28.32</b>	<b>\$28.66</b>	<b>\$29.04</b>	<b>\$29.39</b>
<b>Effective September 1, 2025</b>	<b>\$28.95</b>	<b>\$29.32</b>	<b>\$29.66</b>	<b>\$30.04</b>	<b>\$30.39</b>

Administrative Assistant - Attendance  
 Administrative Assistant - Elementary Main Office (2nd)  
 Administrative Assistant - Facility Services  
 Administrative Assistant - Maintenance  
 Administrative Assistant - Learning Services  
 Administrative Assistant - Research Development Office  
 Administrative Assistant - Secondary Main Office

Clerk - Assessment  
 Educational Assistant (Remedial)  
 Educational Assistant (Visually Impaired)  
 Alternative Format Specialist (Braille)

**Level 4**

	<b>Start</b>	<b>6 MO</b>	<b>12 MO</b>	<b>18 MO</b>	<b>24 MO</b>
<b>Effective September 1, 2022</b>	<b>\$26.58</b>	<b>\$26.95</b>	<b>\$27.32</b>	<b>\$27.68</b>	<b>\$28.08</b>
<b>Effective September 1, 2023</b>	<b>\$27.58</b>	<b>\$27.95</b>	<b>\$28.32</b>	<b>\$28.68</b>	<b>\$29.08</b>
<b>Effective September 1, 2024</b>	<b>\$28.58</b>	<b>\$28.95</b>	<b>\$29.32</b>	<b>\$29.68</b>	<b>\$30.08</b>
<b>Effective September 1, 2025</b>	<b>\$29.58</b>	<b>\$29.95</b>	<b>\$30.32</b>	<b>\$30.68</b>	<b>\$31.08</b>

Administrative Assistant - Guidance/SAS (Secondary)  
 Administrative Assistant - Continuing Education (Main Office & Guidance)  
 Administrative Assistant 1- Continuing Education Registration  
 Administrative Assistant - Continuing Education PSW/Hair/Chef/DonBosco  
 Administrative Assistant - Principal - CEC  
 Administrative Assistant - Secondary Finance  
 Cataloguing Technician

Clerk - Supply Services  
 Educational Assistant (High Needs - HN)  
 Intervenor for Visually and Hearing Impaired  
 Communicative Disorder Assistant (Speech & Language)  
 Educational Assistant (Outdoor Education)  
 Personal support Worker (PSW)

<b>Level 5</b>	<b>Start</b>	<b>6 MO</b>	<b>12 MO</b>	<b>18 MO</b>	<b>24 MO</b>
<b>Effective September 1, 2022</b>	<b>\$28.57</b>	<b>\$28.96</b>	<b>\$29.36</b>	<b>\$29.75</b>	<b>\$30.17</b>
<b>Effective September 1, 2023</b>	<b>\$29.57</b>	<b>\$29.96</b>	<b>\$30.36</b>	<b>\$30.75</b>	<b>\$31.17</b>
<b>Effective September 1, 2024</b>	<b>\$30.57</b>	<b>\$30.96</b>	<b>\$31.36</b>	<b>\$31.75</b>	<b>\$32.17</b>
<b>Effective September 1, 2025</b>	<b>\$31.57</b>	<b>\$31.96</b>	<b>\$32.36</b>	<b>\$32.75</b>	<b>\$33.17</b>

Accounting Clerk

Administrative Assistant - Building Successful Students

Administrative Assistant - Co-op/Experiential Learning

Administrative Assistant - Resource Development Office

Educational Assistant - Assistive Technology (ATECH)

Hearing Technician

Lead Cataloguing Technician

Media Technician

Pension/Payroll Clerk

Production Technician

Purchasing/Expediting Clerk

Sign Language Interpreter

<b>Level 6</b>	<b>Start</b>	<b>6 MO</b>	<b>12 MO</b>	<b>18 MO</b>	<b>24 MO</b>
<b>Effective September 1, 2022</b>	<b>\$28.86</b>	<b>\$29.25</b>	<b>\$29.66</b>	<b>\$30.07</b>	<b>\$30.48</b>
<b>Effective September 1, 2023</b>	<b>\$29.86</b>	<b>\$30.25</b>	<b>\$30.66</b>	<b>\$31.07</b>	<b>\$31.48</b>
<b>Effective September 1, 2024</b>	<b>\$30.86</b>	<b>\$31.25</b>	<b>\$31.66</b>	<b>\$32.07</b>	<b>\$32.48</b>
<b>Effective September 1, 2025</b>	<b>\$31.86</b>	<b>\$32.25</b>	<b>\$32.66</b>	<b>\$33.07</b>	<b>\$33.48</b>

Administrative Assistant - SSDA

Child & Youth Care Worker (Secondary)

Lead Administrative Assistant - Elementary

Lead Administrative Assistant - Continuing Education

Lead Administrative Assistant - Secondary

Library Technician

Transportation Technician

Payroll Administrator\*

Lead Payroll Administrator\*

\*Note: See Letter of Understanding - Market Allowance

<b>Level 7</b>	<b>Start</b>	<b>6 MO</b>	<b>12 MO</b>	<b>18 MO</b>	<b>24 MO</b>
<b>Effective September 1, 2022</b>	<b>\$32.93</b>	<b>\$33.37</b>	<b>\$33.84</b>	<b>\$34.30</b>	<b>\$34.76</b>
<b>Effective September 1, 2023</b>	<b>\$33.93</b>	<b>\$34.37</b>	<b>\$34.84</b>	<b>\$35.30</b>	<b>\$35.76</b>
<b>Effective September 1, 2024</b>	<b>\$34.93</b>	<b>\$35.37</b>	<b>\$35.84</b>	<b>\$36.30</b>	<b>\$36.76</b>
<b>Effective September 1, 2025</b>	<b>\$35.93</b>	<b>\$36.37</b>	<b>\$36.84</b>	<b>\$37.30</b>	<b>\$37.76</b>

Child & Youth Care Worker 35 hours per week (1:1)

Child & Youth Care Worker 40 hours per week (Itinerant)

Computer Network Technician

**CUPE SALARY SCHEDULE Appendix A - 2**

**Sept 1, 2022 to August 31, 2026**

<b>Qualified &amp; Registered Early Childhood Educators</b>	<b>0 Years</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>
<b>Effective September 1, 2022</b>	<b>\$23.80</b>	<b>\$25.54</b>	<b>\$27.29</b>	<b>\$29.05</b>	<b>\$30.81</b>
<b>Effective September 1, 2023</b>	<b>\$24.80</b>	<b>\$26.54</b>	<b>\$28.29</b>	<b>\$30.05</b>	<b>\$31.81</b>
<b>Effective September 1, 2024</b>	<b>\$25.80</b>	<b>\$27.54</b>	<b>\$29.29</b>	<b>\$31.05</b>	<b>\$32.81</b>
<b>Effective September 1, 2025</b>	<b>\$26.80</b>	<b>\$28.54</b>	<b>\$30.29</b>	<b>\$32.05</b>	<b>\$33.81</b>
<b>Designated Early Childhood Educator (DECE)*</b>					
<b>Grid Rates for: Daily Occasional Supply, Uncertified and Letters of Permission employees</b>					
<b>Effective September 1, 2022</b>	<b>\$22.03</b>				
<b>Effective September 1, 2023</b>	<b>\$23.03</b>				
<b>Effective September 1, 2024</b>	<b>\$24.03</b>				
<b>Effective September 1, 2025</b>	<b>\$25.03</b>				
<b>Includes the following Job Classification:</b>					
Designated Early Childhood Educator (DECE) Assistant					
Letter of Permission (LOP)* Designated Early Childhood Educator					

Please refer to Article 18.02 d) ii. For the RECE shift premium allowance for the 10:30 am – 6 pm Shift.

# **APPENDIX B – EDUCATIONAL EXCURSION REQUEST FORM**



FORM APO004-01

## **EDUCATIONAL EXCURSION REQUEST FORM**

NOTE: THIS FORM IS COMPLETED FOR ALL EXCURSIONS.							
SCHOOL:							
DESTINATION:							
DATES and TIMES	<table border="0"> <tr> <td>Departure</td> <td>Return</td> </tr> <tr> <td>Date:</td> <td>Date:</td> </tr> <tr> <td>Time:</td> <td>Time:</td> </tr> </table>	Departure	Return	Date:	Date:	Time:	Time:
Departure	Return						
Date:	Date:						
Time:	Time:						
NUMBER OF STUDENTS:							
NUMBER OF SUPERVISORS:							
GRADE LEVELS OF STUDENTS:							
TRANSPORTATION:	<b>Electronically, attach the E.E.A.C Cost Analysis Form</b>						
Emergency/Support Vehicle Required? Yes <input type="checkbox"/> No <input type="checkbox"/>	Owner/Driver: Insurance Policy #: Cell #:						
ACCOMMODATION:							
TRIP CO-ORDINATOR:							
EXCURSION OUTCOMES:	<b>Electronically, attach the Purpose of the trip, the pre-trip preparation by students and the follow-up activities. Please include reference to Ontario Catholic Graduate Expectations and Curriculum Expectations.</b>						

APO004-01  
Educational Excursions  
Page 1 of 2

<b>ITINERARY: (if Sunday is included Indicate liturgical Arrangements)</b>	<b>Electronically, attach the itineran</b>
<b>LIST OF SUPERVISORS. LIST SPECIALIZED QUALIFICATIONS IF HIGH RISK ACTIVITIES WILL BE UNDERTAKEN.</b>	<b>Supervisors:</b> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <b>If required : Expected Educational Assistant hours for the day:_____</b> (Hours worked during the day will be recorded on the timesheets. All applicable Collective Agreement overtime provisions will apply.)
<b>CONTACT:(name and telephone number at Location/destination visited)</b>	<b>Name:</b>  <b>Telephone Number</b>
<b>Principal Comments regarding merits of excursion:</b>	

verify that the Excursion Policy is being followed in the planning, organization and execution of this trip:

Trip Coordinator: \_\_\_\_\_

Principal: \_\_\_\_\_

Supervisory Officer: \_\_\_\_\_

Information on this form is collected pursuant to the board's responsibilities set out in the Education Act and the Municipal Freedom of Information and Protection of Privacy Act. Information on this form will be used to administer the Educational Excursion. Questions regarding the collection of this information should be directed to the School Principal.

## **APPENDIX C – MINUTES OF SETTLEMENT**

The Board and CUPE, Local 2512 agree to attach the Minutes of Settlement, dated June 28, 2012 as Appendix “C” to the Collective Agreement for the period September 1 2012 to August 31, 2014.

**Minutes of Settlement  
Between  
The Waterloo Catholic District School Board (the “Board”)  
And  
CUPE Local 2512 (the “Union”)**

Whereas the Union filed grievance #21-06-2010 dated September 30, 2010 claiming the Designated Early Childhood Educators employed to work in the Early Learning Kindergarten Program (DECEs) were within the scope of the recognition clause of the collective agreement; and



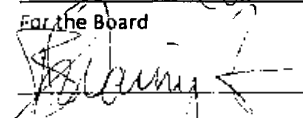
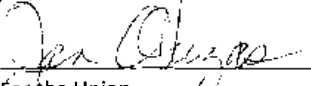
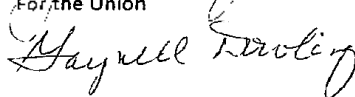
Whereas the Ontario Labour Relations Board issued an order on May 8, 2012 declaring that “DECE’s are covered by the CUPE collective agreement”;

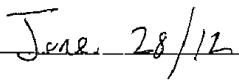
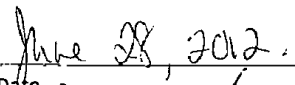
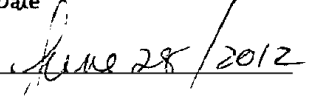
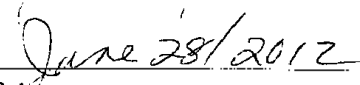
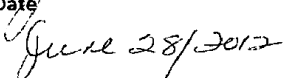
The parties agree to the following terms as full and final resolution to grievance #21-06-2010.

- 1) The Board acknowledges and agrees that DECEs employed by the Board fall within the scope of the Article 2 (Recognition) of the collective agreement and all terms and conditions, save and except those where specific exceptions are noted in the collective agreement or in these minutes, apply to the DECEs.
- 2) The Board and the Union agree to comply with the provisions of the Provincial Discussion Table (PDT) Agreement dated June 24, 2010 concerning the terms and conditions of employment for DECEs. For greater clarity, DECEs will continue to be paid in accordance with the wage grid contained in the PDT Agreement. This wage grid will constitute a separate wage grid in the collective agreement will be identified as Appendix A2 for DECE’s.
- 3) The Board and the Union agree that the CUPE members who have requested and been approved to be on the supply list for DECE coverage will be paid in accordance with the supply rate on the A2 wage grid.
- 4) In the event the Board offers an extended year program for July and August (summer programs) at any of its schools or locations, other than those offered through the Continuing Education Program at St. Louis, the Board agrees to offer the work in seniority order to those DECEs currently employed at the site where the program is offered. If no DECEs at the site where the program is offered accept the work, then the work will be posted for all other DECEs employed at the Board to apply and engage in the recruitment process for determining successful candidates.
- 5) Effective the start of the 2011-2012 school year, DECEs shall be employed for 7 hours per day and 35 hours per week. DECE schedules are developed by site administrators based on the needs of the school. In addition, the Board agrees to resubmit the *2010-2011 Early Childhood Educator (ECE) Expenditures for Full-Day Early Learning Kindergarten Program* form with an

amendment to REF D – Actuals to support school day portion for approved FDK sites, indicating that the actuals for salary and wages includes a 7 hour work day, not a 6.5 hour work day. With the resubmission, the Board will include copies of the collective agreement, grievance #21-06-2010, the Ontario Labour Relations Board decision regarding the placement of DECEs into the CUPE Local 2512 bargaining unit and a covering letter explaining the purpose of the resubmission.

- 6) The Board and the Union agree to negotiate a transfer process as a means of filling known vacancies. The transfer process will occur in the spring of each year and the parties agree to begin discussions for a transfer process no later than November 19, 2012 and to complete the discussions no later than February 8, 2013.
- 7) The Board and the Union agree that no provisions in the collective agreement shall be construed as to prejudicially affect the rights and privileges with respect to the employment of DECEs enjoyed by Roman Catholic and Protestant Separate School Boards under the British North America Act 1867 and the Constitution Act, 1982. Accordingly, the Board reserves the right to determine the eligibility of candidates to DECE positions based, in part, on the candidates' ability to demonstrate that the candidate is a practicing Catholic and abiding by the teachings of the Catholic Church. To this end at the Board's discretion the Board may request documentation including, but not limited to, a pastoral reference, baptismal certificate and declaration of commitment to the Catholic Faith.
- 8) In accordance with the inclusion of the DECEs into the collective agreement, the Board and the Union agree that any other employees within the scope of the collective agreement that are on the recall list shall be given the opportunity to apply to an DECE vacancies and be considered prior to any external candidates. Notwithstanding this consideration, the Board and the Union agree that all normal eligibility requirements and the means to assess those eligibility requirements, including Term 7 of these Minutes, as determined by the Board, the Education Act and/or the College of Early Childhood Educators shall apply and that the opportunity to apply and be considered is in no way a guarantee of employment as a DECE.

  
\_\_\_\_\_  
  
\_\_\_\_\_  
For the Board  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
For the Union  
  
\_\_\_\_\_

  
\_\_\_\_\_  
June 28/12  
  
\_\_\_\_\_  
Date June 28, 2012  
  
\_\_\_\_\_  
June 28/2012  
  
\_\_\_\_\_  
Date June 28/2012  
  
\_\_\_\_\_  
June 28/2012

## **LETTER OF AGREEMENT – IEP**

It is the responsibility of teachers to develop programs for students. Educational Assistants, C.Y.C.W.'s and Speech and Language Assistants, Communicative Disorder Assistants (CDA), and Registered Early Childhood Educators may be consulted as necessary and appropriate to provide relevant information.

Everyone involved with the student should be made aware of the pertinent information within the IEP as it relates to their assignment.

## **LETTER OF UNDERSTANDING - Accompanying Students on School Trips**

When school trips are planned, it will be the responsibility of the principal to provide all involved CUPE staff participating in the trip with a copy of the approved Educational Excursions Request Form a minimum of 48 hours in advance of the date of the scheduled trip. All hours worked by the employee(s) on the trip will be paid in accordance with the provisions of Articles 17, 18 and 19 of this Collective Agreement.

The "Educational Excursion Request Form" (Appendix B) is attached for information. It is understood that the content of this form may be changed from time to time.

## **LETTER OF INTENT – Educational Assistant Transfer Process**

Issues that arise that may require a transfer of an Educational Assistant during the school year will be addressed on an individual basis through Labour/Management meetings. Arrangements when warranted will be made to transfer an Educational Assistant to a temporary assignment as mutually agreed by the parties.

It is further understood that issues that arise from the transfer process as identified in 15.09 will be discussed at Labour/Management. Any resolution of these issues will be reached through mutual agreement.

A review of the process will be carried out in March of each year of this agreement to determine improvements or concerns with the process.

## **Letter OF UNDERSTANDING – Educational Assistant Surplus**

If within five (5) weeks of the transfer date, a full-time Educational Assistant opening reoccurs within a location where a full-time Educational Assistant position was deemed surplus, the affected employee will be given the opportunity of returning to the location. The employee will inform the Human Resource Services Officer, via email, of their intentions to accept or decline the offer to return to the previous location within 24 hours of being given notice of the opportunity to return. Should the employee accept the position, the vacated position will be filled in accordance with Article 15.09, #14, Second Step procedure.



## **LETTER OF INTENT - Educational Assistant Workload**

The parties agree to form a joint committee by March 2009 to review the Educational Assistant workload in elementary and secondary schools. The committee shall consist of three members from the union and three members from the Board.

The mandate of the committee will be to review the current workload of Educational Assistants in the school system. Based on this review, the committee will develop recommendations regarding the support needs and will forward these recommendations to the Superintendent responsible for Special Education. The Superintendent will review the recommendations and will prepare a report to be reviewed by the Planning and Priorities Committee. The Superintendent responsible for Special Education will act on the recommendations approved by the Planning and Priorities Committee.

## **LETTER OF UNDERSTANDING – Lunch Schedules**

It is agreed that effective September 1, 2008 to August 31, 2012, that lunch schedules for staff required to provide supervision duties will be prepared using the following guidelines:

A maximum of a one (1) hour unpaid lunch period with a minimum of thirty (30) minutes uninterrupted time will be scheduled for all full time employees. Such times will be arranged with the employee's immediate Supervisor.

Where the schedule produced by the principal is in excess of the normal hours of work of the employee or where the scheduling of the 30 minute uninterrupted lunch is not provided, the staff member will forward the schedule to the Union President. The Union President will bring the matter to the attention of the Human Resource Services Officer. Where the schedule is in violation of the Collective Agreement or an individual has been scheduled an unreasonable split, the Human Resource Services Officer will take action to bring the schedule into line with the provisions of the Collective Agreement.

## **LETTER OF UNDERSTANDING - Breaks and Lunch Schedules for Educational Assistants**

The Board will in-service administrators on the requirements to schedule breaks in accordance with Article 18.02 e) following ratification of this agreement. Further, administrators will be in-serviced regarding the scheduling of a one hour lunch for all Educational Assistants. All information communicated to the administrators will be forwarded to Educational Assistants for their information.

## **LETTER OF UNDERSTANDING - Educational Assistant Staffing**

- a) The parties acknowledge the commitment of the Board to changes in Educational Assistant hours as noted in Article 18.01. In light of the Government's intention, conditional upon the approval of the Lieutenant-Governor-in-Council, to increase the benchmark salary for Education Assistants in the Elementary Pupil Foundation Grant in the GSN by 16.67% in 2011-2012, the Board commits to allocating all of the funds received for this purpose in 2011-2012 to support the changes to increasing all EAs up to a six and one-half (6 ½) hours work day. In addition, the funds will be used to create full time jobs and limit the number of half-time positions to the level supported by the additional funding.

The parties agree to review the implications of moving to the new schedule of six and one-half hours a day for Educational Assistants in September 2011 through the Labour Management Committee. The parties agree to review issues such as, but not limited to:

1. the impact on the transfer process;
2. the impact of individuals wishing to remain at half time;
3. the transition of the introduction of the new hours in order to minimize the impact on current staff;
4. Any other issue arising from the implementation of the new hours.

The parties will review all issues and decisions will be made by consensus before implementation.

- b) The Board will share the financial analysis and calculations of the PDT allocation for Educational Assistants with the Union each year. Where the full amount of funds available for this purpose have not been spent or additional funds are made available by the Ministry for this purpose, the parties will meet to review the feasibility of increasing the number of hours worked by Educational Assistants up to 7 hours per day, subject to the remaining funds available under this enhancement.

## **LETTER OF INTENT – Use of Board e-mail**

The Board will maintain a mutually acceptable process for providing internet access to the Union for literature distribution to its members.

## **LETTER OF UNDERSTANDING – Student Supervision**

Preamble: It is the responsibility of all staff who work with or interact with students to engage in supervision of student(s) during the course of the school day. It is the responsibility of the teacher(s) or principals(s) to provide curriculum instruction to students and carry out discipline. Levels of supervision that are necessary are determined by the situation at hand and require the exercise of good judgement and common sense. Due to the nature of working with students, it is not possible to create concrete lines of supervision responsibility for any staff. However, the Board will take steps to address the following issues:

1. **Supervision of students for disciplinary purposes**
  - Reasonable effort will be made to assign disciplinary supervision of students to teaching staff in the classroom when possible.
  - Where mutual agreement is reached between the principal, vice principal or principal designate and the CUPE staff member, such supervision will be permitted with the understanding that any problems that arise during the period of supervision are to be reported to the principal/teacher for action.
2. **Supervision of students in the library**
  - Arrangements will be made in advance when teachers intend to send individuals or small groups of students to the library for independent work. It is the responsibility of the teacher to provide the instruction to said students prior to being sent to the library. Library Technicians will be responsible to supervise students for the purpose of ensuring that proper library procedures are followed. When students breach the library procedures, students may be sent back to their classroom.
3. **Supervision of students during Grade 3 and 6 testing**
  - During grade 3 and 6 testing periods, where combined classes exist, Library Technicians will not be assigned primary supervision of the students from such classes that are not writing the test.
4. **Use of staff for emergency supervision**
  - All staff may be utilized for supervision in emergency situations.
5. **General Supervision**
  - The parties agree that educational assistants who are scheduled to work with students in a 1:1 assignment shall not be assigned general supervision duties while providing 1:1 assistance.
  - Where general supervision will be assigned the following protocol and order will be followed:
    - i) General supervision to be provided by teachers will be scheduled first to the maximum number of minutes permitted, as identified in their respective collective agreements;

- ii) Additional supervision will be scheduled next with CUPE members hired with the supervision money provided in the PDT settlement;
- iii) If additional scheduled supervision is required, this will be scheduled equitably among all CUPE classifications that deal with students with the exception of Library Technicians in two assignments.
- iv) If additional scheduled supervision is still required, Library Technicians may be scheduled supervision on days where they are scheduled to work the full day at a school. Library Technicians who have two half time library technician assignments will not be required to provide general supervision on days when they are required to travel between their two schools.
- v) Administrative Assistants will not be required to provide general supervision.

6. Procedure for addressing supervision issues during the school year

- Any issues arising regarding the supervision duties assigned to CUPE members that are not noted above or concerns specifically regarding the equitable distribution of scheduled supervision amongst all classifications that deal with general student supervision will be reviewed at Labour Management meetings.

When such concerns are raised the Union will provide the Board with the name of the school(s) and member(s) experiencing the problems. The Board will investigate concerns and will provide remedies after consultation with the Union.

- Furthermore, the Board will meet with Representatives of the Union (up to 3 members) by the 2007/08 school year to establish guidelines for assigning supervision duties in accordance with this Agreement. Guidelines will be finalized and approved by the Superintendent of Human Resource Services no later than 2007/08 school year. The areas to be reviewed include:

- \* CUPE members authority when required to supervise;
- \* Assigning supervision duties.

The guidelines will be in keeping with the Terms and Conditions of the Collective Agreement.

An annual review of the guidelines will be carried out and discussed with the above-mentioned committee struck to establish guidelines. The Superintendent of Human Resources will consider revisions based on recommendations coming forth from the review.

### **LETTER OF INTENT – 15.02 a) (4<sup>th</sup> posting)**

In the event that a vacancy is created in level 5, 6 or 7 following the staffing of the two (2) vacancies of more than twenty-four (24) hours per week resulting from the filling of the original vacancy through the posting procedure in accordance with 15.02 a) (4<sup>th</sup> posting), the Board may consider posting the position internally. A discussion with the Union would occur prior to the said posting taking place. It is understood that there is no obligation for the Board to post the vacancy in such a manner. Each instance will be considered by the Board on an individual basis as the situation arises.

### **LETTER OF UNDERSTANDING - Terms of Reference for the ongoing Pay Equity and Internal Equity Maintenance Plan**

The parties agree to meet by February 15, 2009 to jointly develop Terms of Reference for the ongoing Pay Equity and Internal Equity Maintenance Plan.

### **LETTER OF UNDERSTANDING - Leave Requests for Exceptional Circumstances**

It is understood that for employees in positions that are less than twelve (12) months in the school year, vacations will be taken during break periods at Christmas, March Break and Summer. Notwithstanding this provision, employees in positions that are less than twelve (12) months in the school year may request a leave of absence for up to one week without pay for exceptional circumstances. The Board has sole discretion to grant such a leave of absence. A reply to the request will be provided within 10 days of receiving the request.

### **LETTER OF UNDERSTANDING – Bereavement Leave – Exceptional Circumstances**

In accordance with Article 16.06, 16.07, and 16.08, and, in the event that there are exceptional circumstances which prevent an employee from taking the prescribed number of working days within an eight (8) calendar day period beginning with the date of death, the employee may request consideration to take the day/days at a later date. Request for such consideration must be made to Human Resource Services within one week of the death of the relative.

It is understood that it is not the parties' intention to alter any current practice in applying or accessing this leave request.

### **LETTER OF INTENT – Staff Training**

When computer and reporting requirement training is provided for Administrative Support staff, at elementary schools where there is no Administrative Assistant - Elementary, the Board will schedule such training at times and locations that are free from distractions and interruptions.

### **LETTER OF UNDERSTANDING – President's Leave**

The Board will provide an unpaid leave of absence for the president, in addition to 50% leave in article 7.03 (b), to a total of 100%.

The Board will continue to pay the wages and make any appropriate deductions for which it shall be reimbursed by the local Union. This will become effective upon ratification of the union. The Board also agrees to supply a replacement for this time at the Board's discretion. Upon completion of the President's term of office she/he will return to the same classification and location held prior to their term of office subject to the terms of the Collective Agreement.

#### **LETTER OF UNDERSTANDING - Staffing Data**

The Board agrees to provide to the Union upon request, a list of permanent and probationary FTE staff in the Bargaining Unit as of October of each year.

The information will include but not be limited to the following breakdown:

1. Job Classification;
2. Permanent / probationary staff FTE;
3. Grant driven staff;
4. Formula driven staff;
5. Board / department assigned staff.

The total FTE # as of October, 2008 is 525.442.

#### **LETTER OF INTENT – Elementary Administrative Assistants**

The Board will place a temporary Administrative Assistant (Elementary) to maintain student attendance and provide receptionist duties on the first day of absence for the position of Administrative Assistant – Lead (Elementary). Replacements will be provided on the following basis:

1. During hours when students are in attendance.
2. During hours when Administrative Assistants (Elementary) are not scheduled to work.
3. Replacements will be assigned subject to availability of temporary staff.
4. Part-time Administrative Assistant (Elementary) may be utilized when temporary staff is not available.

#### **LETTER OF UNDERSTANDING: Provincial Discussion Table Agreement (PDT) - Violence in the Workplace Joint Task Group**

The Parties recognize that in accordance with PDT agreement, the Ministry of Education will establish a Violence in the Workplace Joint Task Group to review, to examine and produce a report on the issues of workplace violence in schools, including:

- A review of exemplary policies and procedures that deal with the prevention of violence, the management of violent situations and the support to employees who have experienced violence;
- A review of pertinent legislation;
- The provision of appropriate training including the recognition, prevention and control of violent situations and physical intervention techniques;
- The role of the joint Health and Safety Committee.

To this end, the parties agree to establish a Joint Committee with up to three representatives from both the Employer and the Union within one month of the release of the report to the parties to review the results and recommendations. The Parties agree to review whatever modifications may be required to the Board's existing policies and procedures that may be necessary which reflect local circumstances.

## **LETTER OF UNDERSTANDING - Professional Development and Training**

The Parties acknowledge the important skills and expertise that education support workers contribute to the School Board and their commitment to improving student achievement.

The Parties agree that:

Valuable professional development and training is informed by research and done in partnership with colleagues.

Members of the Bargaining Unit shall participate in Board-directed professional development and training scheduled during the work day.

The Parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a one-time \$17 million provincial allocation in the GSN in 2008-09 to enhance professional development and training opportunities for education support workers.

The Appendix, provided for in the PDT entitled "Professional Development and Training for Education Support Workers," provides the Board-by-Board projections of this funding enhancement in the 2008-09 school year.

The allocation of a CUPE Bargaining Unit's proportional share of the Ministry of Education's funding enhancements for Professional Development and Training for Education Support Workers in the GSN shall be the ratio between the CUPE Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-07 Financial Statements.

The Waterloo Catholic District School Board shall share the financial analysis and calculations of this allocation with the Union.

The Parties agree that there will be a mechanism in place to provide the Union opportunities to provide input into professional development and training, including the use of the above-mentioned funding enhancement to be fully used to provide additional professional development and training in 2008-09 and / or 2009-10 for CUPE members.

The Parties agree to establish a Committee consisting of three representatives from the Union and three representatives from the Board within 30 working days of ratification of this Agreement to review professional development issues and make recommendations for upcoming professional development opportunities for members.

Mutually agreed upon items will be forwarded to the Planning and Priorities group with a recommendation on timelines for implementation. It is agreed that all costs associated with providing professional development will not exceed the level of actual funding provided by the Ministry of Education for this purpose through the PDT agreement.

## **LETTER OF UNDERSTANDING - Professional and Paraprofessional Support PDT**

Conditional upon the approval by the Lieutenant Governor-in-Council, to enhance the level of Professional and Paraprofessional Supports in the Elementary Pupil Foundation Grant as per Appendix "Professional and Paraprofessional" effective in 2009-2010, the parties shall meet to determine the classifications entitled for the funding, as determined by the PDT and the Ministry PDT facilitators if required, and the amount of funds allocated through the PDT to the Bargaining Unit.

The Board commits to carry out a review of the needs of the system in the classifications entitled for the funding, as determined by the PDT and/the Ministry PDT facilitators if required, and will allocate the funds available to hire CUPE staff. The Board will share the needs analysis with the Union and will consider recommendations before finalizing the new positions effective September 1, 2009.

## **LETTER OF INFORMATION: OMERS Definition of Contributory Earnings**

In determining the definition of contributory earnings for OMERS calculation purposes, the Board will follow the definitions provided in the OMERS Administration Manual, Section 3.1.1 Contributory earnings defined-Primary Plan, as amended from time to time.

Section 3.1.1 Attached as **Appendix C**

### **3.1.1 Contributory earnings defined-Primary Plan**

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Effective January 1, 2002, contributory earnings must include all regular recurring earnings for all plan members except council members. See Section 7 Council members. You **must** include the following:

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service. See Section 6.3.3 Vacation pay and OTCFT members;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);

#### **IMPORTANT**

On an ongoing basis, some organizations pay a base salary plus an additional "bonus/incentive/performance" payment. Where such an additional payment is related to a previous year's performance target, the payment must be treated as earnings of the previous year, much like "retroactive pay."



The contribution rate is determined based on the year to which the earnings are assigned. The pension adjustment (PA) must be calculated and reported in the year the payment is made.

If the additional payment is related to measurements covering more than one calendar year or is paid more frequently than once per year, please contact OMERS See Example 2.

- market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (for example, flight allowance, canine allowance);
- pay for time off in lieu of overtime. See Example 1;
- pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary. See Section 11 Leave periods and Section 13, Disability;
- salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (for example, educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered

part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);

- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The members pension will begin on the first day of the month following the revised retirement date. See Section 5 Credited service.

Overtime pay, expense reimbursements, pay in lieu of time off, and the value of non-taxable benefits must be excluded from contributory earnings. Examples of **excluded** earnings follow:

- overtime pay (except pay for time off in lieu of overtime);
- retirement bonuses;
- severance pay;
- achievement or other one-time awards or bonuses;
- lump-sum payment in lieu of time off on the termination or death of a member;
- unused sick credits or vacation time where credited service cannot be extended. For example, credited service may not be extended beyond the date of death, and extension on a member's termination may cause an overlap of credited service with the pension plan of a new employer;
- one-time long service awards (not ongoing pay);
- retention bonuses (for example, Information Technology bonuses during Y2K transition);
- any money paid over regular wages for working a statutory holiday, regardless of when the extra pay is received. Overtime pay, see Example 1;
- overtime meal allowances;
- call-back pay (pay for hours worked when called in);
- vacation pay in lieu of vacation leave (for example, if you pay an employee an amount for vacation not taken);
- one-time bonuses (for example, signing bonuses);
- court pay for police officers;
- value of non-taxable benefits, including the Employer Health Tax;
- travel, or any other expense reimbursement;
- value of clothing paid for by the employer; and
- value of memberships, professional fees, or dues paid on behalf of employees.

Note that generally, it is the type of payment rather than the method of payment (for example, lump sum versus periodic) that determines whether a particular item is included or excluded.

## IMPORTANT

The lists above reflect the more common types of compensation. They are not intended to be exhaustive since compensation practices vary widely from employer to employer. When you are determining whether an item should be included or excluded, use the following principles/guidelines:

- is the item a regular, ongoing part of the members compensation that is expected to normally occur each year? If so, that item should be included in contributory earnings. If not, the item should be excluded. For example, some taxable benefits are very short term in nature, such as computer loans, and are not expected to occur year after year. Therefore, they should not be included. On the other hand, some taxable benefits are expected to occur year after year and should be included in contributory earnings.
- premiums versus benefits if you have a taxable premium that is providing a regular, ongoing benefit, then the premium (and taxes if expressly included under Canada Revenue Agency rules) will form part of contributory earnings. Benefits paid as a result of this type of premium (that is, long-term disability payments) would be excluded.
- non-taxable benefits/premiums cannot be included in contributory earnings.

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### EXAMPLE 1

#### Statutory holiday pay

Months	Jan	Feb	Mar	Apr	May	Jun
Number of statutory holidays	1	0	0	1	1	0
Months.	Jul	Aug	Sep	Oct	Nov	Dec
Number of statutory holidays	1	1	1	1	0	1

#### Scenario 1:

In 2003 the three individuals worked as firefighters. Their annual salaries were \$52,000.00. If a firefighter works the statutory holiday the employee will receive regular pay for the day worked plus overtime (total of regular and overtime pay is 1 1/2 times regular salary) plus the choice of either a day off in lieu or a lump sum payment of \$300.00 per day worked.

#### Person A

- Works every statutory holiday throughout the year (that is, 8 days) and takes 8 days off in lieu of having worked the statutory holidays. This individual receives a total of \$800.00 in overtime pay for working the statutory holidays.

#### Person B

- Works 6 statutory holidays throughout the year and chooses to receive a lump sum payment of \$1,800.00 for working the statutory holidays (instead of receiving a day off in lieu): This member also receives a total of \$600.00 in overtime pay for having worked the statutory holidays.

**Person C**

- Doesn't work any statutory holidays throughout the year.

Year	Contributory Earning	Contributory Earning	Contributory Earning
2003	Person A	Person B	Person C
	\$52,000.00	\$52,000.00	\$52,000.00
	(The overtime paid: \$800.00 is not included in the contributory earnings.) The member chose to take the time off in lieu of having worked the statutory holidays, therefore, the regular earning paid for the days off in lieu are included in contributory earnings.	(the overtime is paid \$600.00 is not included in the contributory earnings.) The member chose to receive a lump sum payment for having worked the statutory holidays. In this case, the lump sum (\$1800.00) cannot be included as contributory earnings since it is pay in lieu of Statutory holidays.	(This individuals contributory earnings reflect the same rate of pay as other individuals.

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**EXAMPLE 2**  
**Ongoing bonus payments**

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Assume that Josh retired on December 31, 2005. The following chart shows the payments made to Josh during the applicable periods. The performance payment made in any year relates to the achievement of performance targets for the previous Year.

Year	2001	2002	2003	2004	2005	<b>2006</b>
Base, earnings	\$50,000	\$51,000	\$52,000	\$53,000	\$54,000	0
Performance payment received	\$5,000	\$6,000	\$7,000	\$8,000	\$9,000	\$10,000

Josh's highest 60 consecutive months of earnings for pension purposes would be as follows:

Year	2001	2002	2003	2004	2005	2006
Base earnings	\$50,000	\$51,000	\$52,000	\$53,000	\$54,000	0
Achievement for previous year performance	\$6,000	\$7,000	\$8,000	\$9,000	\$10,000	0
"Pensionable" Earnings	\$56,000	\$58,000	\$60,000	\$62,000	\$64,000	0

September 2007

## **LETTER OF UNDERSTANDING – Early Childhood Educator (ECE) Assistants – Transfer/Surplus Process**

### **New School Year –Transfer/ Surplus Procedure for ECE Assistants:**

The Board will identify the ECE assistant allocations required for the extended day program, and staff according to the process below:

Job vacancies in the classification of ECE Assistant will be carried out in accordance with the provisions of this Letter of Understanding.

1. All permanent ECE Assistants will begin the new school year in the assignment they occupy in June of the previous school year unless notified otherwise by Human Resource Services of an alternate ECE Assistant assignment.

### **Transfer Process**

2. Following the surplus placements (see below), Human Resource Services will transfer staff in order of seniority and preference to the remaining vacant assignments using the ECE Assistant Transfer Form.
3. The last working Monday in June, notice containing the following information will be sent to school locations operating the Extended Day Program for the following school year:
  - a) Confirmation of sites to operate the Extended Day Program for the following school year.
  - b) ECE Assistants who wish to be considered for assignments at another location where the Extended Day Program is operating may complete a ECE Assistant Transfer Form and submit to Human Resource Services by the first working Friday in September. The link to this form will be sent to all ECE assistants.
  - c) Transfers are effective the day after Thanksgiving in October.
  - d) By completing the ECE Assistant Transfer Form, ECE Assistants will identify the following:
    - i) their desired ECE assignment location(s) preference in priority order (based on the individual's current hour band) - (Appendix A). It is understood that by making a selection on this form, individuals will be transferred to the preferred location if it is available in their current hour band and the individual is the most senior individual requesting the transfer.
    - ii) Where none of the individual's preferences are available or the assignment at a location is in a lower hour band, the individual will not be transferred.
  - e) Individuals can indicate on the form they wish to be considered for assignments at preferred locations in a lower hour band.
  - f) Forms that do not have original signatures of the employee requesting the transfer consideration will not be included in the transfer process.
  - g) No additions to the submitted requests will be made after the deadline date of the first working Friday in September.

### **Surplus Process**

4. By the 3<sup>rd</sup> Monday in September of each year, Human Resource Services will finalize a list of surplus and new or vacant ECE Assistant assignments.
5. Human Resource Services will inform the affected individuals if they are deemed surplus or redundant in their assignment.
6. The least senior ECE Assistant will be declared surplus.
7. A list of known openings will be made available and individuals who are declared surplus will be required to complete a Surplus Placement Form ranking all available locations in order of preferred placement. The Surplus Placement Form will identify the surplus individual's hour band. These forms must be completed and submitted by the last Thursday in September.
8. Where a surplus individual fails to respond to Human Resource Services within the time period outlined, the member will lose their option to take a surplus position.
9. Human Resource Services will staff surplus individuals in order of seniority and preference using the Surplus Placement Forms.
10. Vacant positions remaining at the completion of the process identified in (9) may be filled by the Board from any other source.
11. If there are insufficient vacant assignments for ECE Assistants declared surplus, the least senior individuals will be laid off in accordance to Article 13.03.
12. Staff will be notified of their transfer by Human Resource Services on the first Monday of October. Transfers are effective the Tuesday after Thanksgiving.

Article 13.03 of the collective agreement will be engaged for any further surplus or redundancies for this job classification.

## **LETTER OF UNDERSTANDING: Market Adjustment Allowance**

The parties agree on a without prejudice or precedent basis to provide additional remuneration for the job classifications: Payroll Administrator and Computer Technicians.

This additional remuneration is referred to as a "Market Adjustment Allowance".

This Market Adjustment Allowance is provided in accordance with Part A of the CUPE collective agreement, C14.00 Specialized Job Classes.

1. The Market Adjustment Allowance is in the amount of \$8000 per annum and will be paid bi-weekly:

Total Market Adjustment Allowance for the Year:	\$8,000.00	/year
Total pays per Calendar Year	\$307.69	26 pays/year
Per Diem Rate	\$30.77	10 days/pay

Employees must be employed and in receipt of pay on the dates noted above in order to receive the corresponding payments.

2. It is understood that the Market Adjustment Allowance is separate from Salary Schedule Appendix A in the collective agreement and is not used in the calculation of the general wage percentage increases or for Pay Equity Band rates. General wage percentage increases shall be calculated on the "base wage" only.
3. The Market Adjustment Allowance is not included in the calculation for overtime pay identified in Article 18 of the CUPE collective agreement.
4. Market Adjustment Allowances are considered pensionable earnings, in accordance with OMERS or OTPP rules, and shall be subject to statutory deductions, and subject to union dues deductions as per the formula determined by the Union
5. The Market Adjustment Allowance ends at the expiry of the collective agreement and any applicable statutory freeze period.



## **LETTER OF UNDERSTANDING: Remote Learning Plan**

The terms below shall apply only in the event of further school closures (Ministry or Public Health Directive) for in-person learning, where the Board remains open to students with special education needs who cannot be accommodated at home through remote learning.

1. In the event of a school closure due to a Ministry or Public Health Directive, the Board shall provide the Union with an opportunity for consultation with respect to the issues. In the event that it is not reasonable or practicable to do so prior to the Future Closure, it shall be done within a reasonable time thereafter. Any feedback arising from such consultation shall be shared with Administrator(s) for consideration and/or re-consideration when issuing instructions to Educational Assistants and/or Child and Youth Care Workers.
2. Administrator(s) at the school shall advise Educational Assistants and/or Child and Youth Care Workers of the following:
  - i. The names of the other members of the school team;
  - ii. Their work schedules;
  - iii. Physical space where students and their assigned Educational Assistants and/or Child and Youth Care Workers will be located in the school and their proximity to other members of the special education team;
  - iv. Methods of communication (i.e. walkie talkies, phone, etc.) between Educational Assistants and/or Child and Youth Care Workers and other members of the special education team in place at the school;
  - v. The need for and, where applicable, the frequency of check-ins with Educational Assistants and/or Child and Youth Care Workers; and
  - vi. On-going opportunities for interaction within the school team.
3. Educational Assistants and/or Child and Youth Care Workers will be involved in ongoing collaboration with the Special Education Teacher and classroom teacher about the implementation of student program and expectations outlined in the Individual Education Plan (“IEP”).
4. Educational Assistants and/or Child and Youth Care Workers will support and cooperate in the implementation of the student program and IEP.
5. Educational Assistants and/or Child and Youth Care Workers will report any concerns regarding their assignment to their Administrator.

6. In the event of school closure due to a Ministry or Public Health Directive, a teacher will provide a regular program designed for the specific child(ren). This program will be overseen by the Special Education and/or classroom teacher(s).
7. Educational Assistants and Child and Youth Care Workers shall follow the program developed by the teacher, but shall not be expected to develop programming. If an Educational Assistant and/or Child and Youth Care Worker has insufficient educational programming for the student(s) in their charge, they shall take the following steps:
  - i. contact the classroom teacher to request more programming;
  - ii. contact the Special Education Teacher; and
  - iii. if no resolution, contact the administrator.