



COLLECTIVE AGREEMENT

BETWEEN

THE HALTON CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Local 5200.02

September 1, 2012 to August 31, 2026

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

Part A: Central Terms

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APPENDIX I CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

a. Dispute Resolution

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

b. Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

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

b. The Crown shall have the following rights:

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation /Expedited Meditation

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

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

C4.16 Arbitration

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

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

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

C5.3 Cost Sharing

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

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

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

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

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

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

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

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

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

C15.00 PROFESSIONAL ACTIVITY DAYS

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

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

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - Medical Certificate

PART 1

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

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

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

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

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

First Day of Absence:

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

Date of Assessment:
dd mm yyyy

No limitations and/or restrictions

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

For limitations and restrictions, please complete Part 2.

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

PART 2 – Physical and/or Cognitive Abilities

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

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

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

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

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

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

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

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

Have you discussed return to work with your patient?

- Yes No

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

- Regular full time hours Modified hours
 Graduated hours

Start Date: **dd mm yyyy**

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

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

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

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. MEMBERSHIP

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

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

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

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING # 10

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives Committee

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

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leave

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

LETTER OF AGREEMENT # 13

BETWEEN

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

and

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

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

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

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

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

The task force will:

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

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

Part B: Local Terms

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PREAMBLE

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

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

WHEREAS, the LINC/ESL Instructors, who are employed to teach in the Halton Catholic District School system, by virtue of their contractual commitment, will acknowledge and foster this commitment to Christ like values by word and action, and

WHEREAS, it is essential that the Halton Catholic District School Board and its LINC/ESL Instructors maintain the harmonious relationship that exists between them; and

WHEREAS, it is the desire of the Halton Catholic District School Board, its LINC/ESL Instructors and their agencies, associate bodies or representatives to agree upon any interpretation of this Collective Agreement,

IT IS the intent of the Halton Catholic District School Board and its LINC/ESL Instructors to set forth those Articles of Agreement which specify this contractual relationship.

The Halton Catholic District School Board and CUPE Local 5200.02 are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

Article 1 – Purpose

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

Article 2 – Recognition

- 2.01 The Board recognizes the Canadian Union of Public Employees CUPE Local 5200.02 Unit as sole and exclusive bargaining agent for all LINC/ESL Instructors employed by the Halton Catholic District School Board in the Regional Municipality of Halton, save and except Supervisors and persons above the rank of Supervisor.
- 2.02 No employee shall be required or permitted to make any written or verbal agreement which conflicts with the terms of this Collective Agreement.
- 2.03 Upon hire, a new employee will be acquainted with the fact that there is a collective agreement in place. A copy of the Collective Agreement will be placed on the Board's intranet.

The Board agrees to provide newly hired CUPE Local 5200.02 employees with a union prepared introductory brochure regarding CUPE Local 5200.02.

- 2.04 Contracting Out
The Board is committed to open communication in regards to the contracting out of work that may be considered bargaining unit work. No bargaining unit work shall be contracted out unless it is an emergency situation.

Article 3 – Management Rights

- 3.01 Save and except to the extent specifically modified by any provision of this Collective Agreement, it is the exclusive function of the Board to manage its business and Schools and such functions shall include, but not be limited to, the following functions:
1. to maintain order, discipline and efficiency and set qualifications;
 2. to hire, retire, transfer, classify, assign, appoint, promote, layoff, recall and suspend, discharge or otherwise discipline employees subject to the right of permanent employees to grieve their discipline in accordance with the grievance procedure set out in this agreement;
 3. to issue and enforce from time to time such rules and regulations as the Board deems necessary to ensure successful operation of its business;

4. to manage the Board, and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programmes, courses, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of schools and facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations, and all other rights and responsibilities not specifically modified elsewhere in this agreement.
5. Article 20.03 is subject to change based on changes in the IRCC/MCCSS Contribution Agreements.

Article 4 – No Discrimination

- 4.01 (a) The Board and the Union agree that there shall be no discrimination and/or harassment by either party with respect to any employee in accordance with the *Human Rights Code*, as amended from time to time.
- (b) The Board and the Union agree that there shall be no discrimination, restriction, or coercion by either party with respect to any employee by reason of their activity or lack of activity in the union.
- 4.02 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Board without permission of the Superintendent, Human Resources Services or designated representatives.

Article 5 – Deduction of Union Dues

- 5.01 The Board agrees as required by s.47 of the Ontario Labour Relations Act, 1995, as amended, to deduct from the wages of each employee in the bargaining unit the amount equal to the regular Union dues upon ratification of the Collective Agreement.
- 5.02 The amount of dues shall be those required to be paid by a member and authorized by the Union in accordance with the provisions of its by-laws and constitution, and the Union shall notify the Board of any changes therein and such notice shall be the Board's conclusive authority to make the deductions specified.
- 5.03 The Union shall indemnify and save the Board harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of deductions authorized by the Board.
- 5.04 Dues deductions shall be forwarded to the Secretary-Treasurer of the National Office not later than fifteen (15) days following the month during which such deductions were made. Such deduction shall be accompanied by a list of those employees from whom deductions were made with a copy to the Secretary Treasurer of the Local. The Board will have no responsibility to collect past due Union dues.

The Board will furnish the Union with a list of employees identifying site location, telephone number and addresses of all employees in the bargaining unit by September 30th of each year. The Board agrees to copy the President of CUPE Local 5200.02 on all letters of hire, transfers, change in Full-Time Equivalency (F.T.E.) status and terminations.

When changes occur to the above, such changes shall be sent to CUPE Local 5200.02.

Article 6 – Labour Management

- 6.01 The Board agrees to acquaint new employees with the fact that a union agreement is in place and with the conditions of employment, dealing with Union Security and Dues check-off.
- 6.02 (a) The Board shall recognize a Labour Management Committee, consisting of not more than two (2) employees. The Board will meet with the Union representatives on any matter properly arising out of this Agreement, save and except any matter pertaining to grievances, and matters being discussed in contract negotiations.
- (b) The Labour Management Committee shall meet three (3) times if required in the work year as defined in Article 20.
- (c) The committee members will establish the terms of reference for the committee regarding process and responsibilities.
- 6.03 The CUPE Local 5200.02 bargaining committee shall be comprised of no more than two (2) employees, with one (1) alternate. The Bargaining committee shall have the assistance of the CUPE National Representative.
- 6.04 The Board shall pay the regular scheduled wages of employees for negotiation meetings up to the time Conciliation Services are applied for. Thereafter payment of the Union committee shall not be the Board's responsibility.

Article 7 – Employment Stability

- 7.01 An employee will be considered on probation until the employee has worked for the Board for a period of two hundred and forty (240) hours or three (3) months whichever is greater. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal or discipline be the subject of a grievance. Upon mutual consent, an employees' probationary period may be extended in extenuating circumstances up to two hundred and forty (240) hours.
- 7.02 (a) A Provincially or Federally funded class identified as having low attendance will be monitored in the following format:
- (i) the instructor will be notified in writing to the effect that the class will be monitored, and a copy of the notification will be sent to the Union President

- (ii) the notice will indicate a time period of two (2) weeks or four (4) classes, (whichever occurs first) by which the attendance numbers must show a significant increase
 - (iii) where appropriate, the notice will indicate suggestions as to how students may be attracted.
- (b) It is understood that during the two (2) week period, or four (4) classes (whichever occurs first) outlined in Article 7.02 (a) (i,ii,iii), the Board and the affected instructor will endeavour to increase class enrolment to a level acceptable to the Board.
 - (c) At the conclusion of the two (2) weeks or four (4) classes (whichever occurs first) monitoring period, the instructor of the class will be advised in writing with a copy to the Union as to the closure of the class with a minimum of two (2) weeks notice.

7.03 When an employees' class is cancelled, the Manager of the LINC /ESL Program will meet with the employee to discuss other employment possibilities within the LINC/ESL program.

Article 8 – Job Vacancies

INSTRUCTOR HIRING/TRANSFER PROCESS

The following change is in place in order to ensure consistency for the students with classroom Instructors during the school year.

8.01 **JOB VACANCIES – New Positions:**

A) April 1 to last Instructional day in June	<p>New positions will be posted for the subsequent school year commencing April 1st and no later than the last working day in June in the current school year.</p> <p>Position postings shall contain the following information: Term of assignment including start date, position, hours of work, rate of pay, closing date, location and qualifications required.</p> <p>The position will be posted for a period of five working days on the Board's Intranet.</p> <p>All positions for the following September will be contingent on student numbers and funding.</p> <p>Placements will be made with consideration given first to internal candidates prior to reviewing external candidates for vacancies with the following priorities, in decreasing priority.</p> <ol style="list-style-type: none"> 1. Skills and qualifications
---	--

	<ul style="list-style-type: none"> 2. Instructors who have lost positions or had a reduction of hours. 3. Review of Requests for changes provided via Annual Preference / Transfer Request Form.
B) After last instructional day in June	All Staffing decisions made during this period will be at the discretion of the Board and filled on an interim basis by the Board in accordance with Article 8.02. The position will be advertised on April 1 st of each school year, if the class continues to run.

8.02 JOB VACANCIES – Temporary Positions:

- (a) When a vacancy is anticipated to be for a duration of less than six (6) weeks the Board shall appoint a suitable replacement at their discretion.
- (b) The Board will post temporary vacancies that are known at least two (2) weeks in advance and are for a duration of more than 6 weeks.
- (c) The posting shall contain the following information: Term of assignment including start date, position, hours of work, rate of pay, closing date, location and qualifications required.
- (d) The position will be posted for a period of five (5) working days on the Board’s Intranet.
- (e) The Board will give consideration first to internal candidates who are able to take on an additional class in conjunction with their existing schedule (no conflicts with current instructional assignment), prior to reviewing external candidates for vacancies.

Article 9 – Grievance Procedure

- 9.01 "Grievance" shall mean a complaint or claim concerning the alleged violation of the provisions of this Agreement.
- 9.02 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is understood that a non-probationary employee has no grievance until the employee has first given the immediate supervisor, Manager, and Human Resources Services Generalist an opportunity to adjust the employee's complaint. The employee's immediate supervisor shall give the employee a reply within two (2) working days.
- 9.03 Any grievance not presented within ten (10) working days of the grievor becoming aware or reasonably becoming aware of the circumstances giving rise to the grievance will not be considered.
- 9.04 The written grievance shall be signed by the grievor and shall contain a concise statement of fact including a summary of all articles allegedly violated and the remedy requested by the grievor.

- 9.05 In the case of a Union policy grievance, group grievance or Board grievance, such grievance may be submitted to the Superintendent, Human Resources Services and the Principal of Continuing Education, or the Union, as the case may be, in writing within seven (7) working days of the circumstances giving rise to the grievance and shall commence with Step 2 under the grievance procedure; however, it is expressly understood that the provision of this paragraph may not be used by the Union to institute a complaint or grievance directly which could be filed by an employee to bypass the grievance procedure.
- 9.06 The original copy of a grievance to be considered in the grievance procedure will be submitted in writing to the Superintendent, Human Resources Services, with a copy to the Principal of Continuing Education, where each grievance shall, upon being received, be processed in accordance with the steps outlined in this article.

After the incident has been brought to the attention of the employees supervisor for resolution as per 9.02, if the matter remains unresolved it may proceed to Step 1. Grievances shall be adjusted and settled as follows:

STEP 1

If the conditions in article 9.02 have been met, the employee shall first and immediately within the ten (10) working days referred to in 9.03 submit the grievance, in writing to the Principal of Continuing Education and Superintendent, Human Resources Services, or designate(s). If the employee wishes, assistance of the steward may be requested. The Principal of Continuing Education, or designate in consultation with the appropriate Superintendent and or designate will meet with the grievor and union steward within five (5) working days of receipt of the grievance and shall give a written response to the grievance within seven (7) working days of the meeting. The next step of the grievance procedure may be taken within seven (7) working days of the written decision, but not thereafter.

STEP 2

Should the matter not be resolved, the written grievance shall, within seven (7) working days of the written decision of the Principal of Continuing Education, be referred in writing to the Superintendent, Human Resources Services. The Superintendent shall meet with the grievor, union steward and CUPE National Representative no later than ten (10) working days after the receipt of the written referral to Step 2. The Superintendent, Human Resources Services shall render a decision in writing to the Union within seven (7) working days of the meeting.

- 9.07 A decision reached at any stage of the grievance procedure above shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to re-opening by any party except by mutual agreement.
- 9.08 The parties acknowledge that the timelines set out in both the grievance and arbitration procedures shall be complied with, except where the timelines have been extended by written mutual agreement between the Board and the Union.
- 9.09 No grievance shall be permitted where the circumstances giving rise to the grievance occurred under a previous collective agreement.

Article 10 – Arbitration

- 10.01 Either of the parties may, after exhausting the appropriate grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the grievance to arbitration. If final settlement of the grievance is not completed at Step 2 above, it may be referred by either party to a Board of Arbitration, or single arbitrator by mutual consent, within ten (10) days from the Superintendent, Human Resources Services Step 2 decision. The party referring the grievance to arbitration shall be restricted to the issues contained in the written grievance. Should the parties fail to agree on a single arbitrator within the time limit, then the Minister of Labour for the Province of Ontario shall be requested to appoint a qualified person to be the Chair of the Arbitration panel.
- 10.02 The Board or single Arbitrator as the case may be, shall hear and determine the matter and shall issue a decision, which decision shall be final and binding upon the parties, and upon any employee affected by it.
- 10.03 The Board or single Arbitrator as the case may be, shall not be authorized to make any decisions inconsistent with the provision of this Agreement nor to adjudicate any matter not specifically assigned to it by the written grievance as filed at the initial step. The Arbitrator is not authorized to extend the timelines outlined in this agreement, and shall not by decision add to, delete from, modify or otherwise amend the provisions of this Agreement.
- 10.04 Each of the parties to this Agreement shall bear the expenses of their nominee, and shall share the cost of the Chair, or single arbitrator as the case may be.
- 10.05 The decision of the majority is the decision of the Arbitration Board but, if there is no majority, the decision of the Chair governs.
- 10.06 No matter may be submitted to arbitration which has not properly been carried through all previous steps of the grievance procedure. The provision of this clause shall not be considered waived by the parties or either of them unless they expressly provided a waiver thereof in writing signed by both parties.
- 10.07 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to either party indicating the name of its nominee on an Arbitration Board. Within ten (10) days thereafter, the other party shall respond in writing indicating the name and address of its nominee to the Arbitration Board. The two nominees shall select an impartial chairperson.
- 10.08 Prior to arbitration, by mutual consent, the parties may refer the matter to mediation for an attempt at resolution. Any agreed resolution through mediation would be binding on the parties.

Each of the parties to this Agreement shall equally share the cost of the Mediator.

Article 11 – Discipline/Discharge

- 11.01 A claim by a seniority employee that the employee has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Superintendent, Human Resources Services within three (3) working days after the discharge or receipt of the written discharge notification. Such special grievance shall be dealt with at Step 2 and the balance of the grievance procedure. Such three (3) working days time limit may be extended only where it is physically impossible for the employee to comply, for example, where the employee is confined to jail or a hospital. In no event shall such extension exceed seven (7) working days, i.e. a total of ten (10) working days from the date of discharge.
- 11.02 An employee who is to receive a discipline shall be notified prior to the discipline to allow an employee sufficient time to obtain union representation for such discipline.
- 11.03 Notices of discipline shall be given to the employee in writing and include a summary of the disciplinary rationale and a copy shall be placed in the employee's personnel file.

Article 12 – No Strikes or Lockouts

- 12.01 The Union undertakes and agrees that while this Agreement is in operation neither the Union nor any employee shall call or encourage a strike and the Board agrees that it will not engage in any lockout during the term of this Agreement.

Article 13 – Leaves of Absence

- 13.01 An employee may be granted a leave of absence without pay if a complete application is approved by the Superintendent, Human Resources Services and is sent to Human Resources Services, where possible, at least fifteen (15) working days prior to the requested leave. Such request must show good and sufficient reasons and shall contain in writing:
- (a) the reason for the proposed absence
 - (b) the commencement date of the proposed leave of absence
 - (c) the length of the proposed leave of absence including date of return
 - (d) shall be accompanied by a written recommendation from the Principal of Continuing Education

13.02 Pregnancy / Parental Leave

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

For clarity, in accordance with Part A, Central Terms, Letter of Understanding #2 re: Status Quo Central Items and Items Requiring Amendment and Incorporation, the following issues are not subject to **local**

bargaining or amendment by the local parties. Any disputes arising from these provisions may form the subject of a central dispute.

Maternity Benefits/SEB Plan

- (a) A full-time and part-time permanent employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- (b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- (c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- (d) Full-time and part-time permanent Employees who require longer than the eight (8) weeks recuperation period shall 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 of the benefits outlined in this Article.
- (g) Leave of absence for pregnancy/parental reasons shall be granted as per the *Employment Standards Act* as amended from time to time. Such leave shall be without loss of seniority.
- (h) Where an employee officially or legally adopts a child, leave of absence shall be granted as set out in the *Employment Standards Act*. Such leave shall be without loss of seniority.
- (i) Prior to the return from statutory pregnancy/parental leave period, the employee shall confirm in writing, as per the *Employment Standards Act*, to Human Resources Services, their intention to resume duties. While on statutory pregnancy/parental leave the pregnancy leave, the employees' position will be filled temporarily, and upon return from leave, the employee will return to their position or one to which they are qualified.

13.03 Compassionate Care Leave

Employees are eligible for unpaid Compassionate Care leave as per the requirements outlined in the *Employment Standards Act*.

13.04 Emergency Leaves

Any member of CUPE Local 5200.02 may apply for an emergency leave, without pay in accordance with the Employment Standards Act. Written application to the Superintendent Human Resources Services shall be made in advance whenever possible.

13.05 Compassionate Leave

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

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

Compassionate Leave will also include Part A, Central Terms, LOU #12, (voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and attendance at Indigenous cultural/ceremonial events).

13.06 Jury Duty

When a seniority employee is required to be absent because of jury duty, or as a witness in any court to which the employee has been summoned in an proceedings to which the employee is not a party or one of the persons charged, the employee shall be subject to neither loss of salary nor deduction from sick leave credit, up to five (5) days, provided that the employee pays to the Board any fees, exclusive of travelling allowances and living expenses, that the employee receives as a juror or as a witness.

13.07 Bereavement Leave

In the case of the death of an employee's parent, child, spouse, brother or sister, a leave of absence up to four (4) consecutive days duration without loss of pay shall be granted provided the employee is scheduled to work.

In the case of the death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, grandparent, step parent or step child an employee will be granted three (3) days bereavement leave without loss of pay.

In the case of the death of a sister-in-law or brother-in-law, an employee will be granted one (1) day bereavement leave without loss of pay.

13.08 Union Release

The Board agrees to provide a leave of absence without loss of seniority, benefits or pay for an employee from CUPE Local 5200.02.

Such leaves shall not total more than forty (40) working days per school year. The Union agrees to reimburse the Board for the full cost of wages and benefits paid to the employee.

13.09 President's Leave

- (a) The Board will grant the President of CUPE Local 5200 (inclusive of Local 5200.00, Local 5200.01 and Local 5200.02) a full-time leave to perform the duties of the Union without loss of seniority. In order to arrange appropriate coverage, the Union President will provide at least two (2) weeks written notice, to the Senior Manager, Human Resources Services, before such leave will commence.

Should the President require a leave of absence for two (2) months or more, the Board will allow the Acting President to access the President's release time, if requested.

The Union will reimburse the Board the full cost of wages and benefits for such release time.

(b) Union Office

The Board agrees to grant a leave of up to five (5) days a week for the purposes of completing CUPE 5200 Union Business for the school year. CUPE 5200 will advise the Board in writing by August 15th of each year, the name of the person requiring the leave and the days that the leave is required.

For scheduling purposes, the release days of the leave will be consistent each week.

The Union agrees to reimburse the Board for the full cost of wages and benefits paid to the employee.

13.10 Absence Reporting

Employees must report all absences using the Board's automated attendance system, with a courtesy call/email/text to the employee's immediate supervisor. Employees are responsible for arranging for replacement staff to cover any planned absences. In the event of a sudden unexpected absence, occurring within the preceding twenty-four (24) hours, the employee will contact their supervisor to find an appropriate replacement.

Under extenuating circumstances, the Superintendent, Human Resources Services or designate may request an employee to submit a certificate from a qualified medical or dental practitioner for an absence for personal injury or illness.

13.11 Injury or Illness

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

- 13.12 All absences for personal injury or illness must be reported to the employee's immediate supervisor or designate, and the automated reporting system.

Under extenuating circumstances, the Superintendent, Human Resources Services or designate may request an employee to submit a certificate from a qualified medical or dental practitioner for an absence for personal injury or illness.

13.13 Workplace Safety and Insurance Board (WSIB)

In accordance with the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown, dated November 20, 2022, in accordance with Part A, Central Terms, Letter of Understanding #2 re: Status Quo Central Items and Items Requiring Amendment and Incorporation, the following issues are not subject to local bargaining or amendment by the local parties. Any disputes arising from these provisions may form the subject of a central dispute.

WSIB TOP-UP

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

13.14 Public Office

An employee holding public office may be granted, as determined in consultation with the Superintendent, Human Resources Services or designate, relief from duty without pay and without loss of seniority during the employee's term of office. Article 15.04 shall not apply to this Article.

13.15 Union Office

Any permanent employee who is elected for a position with CUPE, shall be granted a leave of absence without pay and without loss of seniority for a period of up to two (2) years. The Board may renew such a leave on a yearly basis thereafter.

Article 14 – Layoff and Recall

- 14.01 Employees laid off due to provincial or federal funding cuts or class cancellations shall be recalled in order of their seniority provided that the instructor possesses the necessary qualifications, skills, ability and knowledge to perform the job available.

An employee will remain on the recall list for a period of twelve (12) consecutive months. Notice of recall shall be sent by registered mail to the last known address of the affected employee. The

employee will advise the Board within five (5) working days of their intention to return to work.

14.02 The Union President shall be provided with copies of all layoff and recall notices.

Article 15 – Seniority

15.01 Seniority shall be defined as continuous service with the Board or its predecessor Boards.

15.02 A seniority list as of October 1st will be posted on the Board’s intranet annually on or before October 31st. The Union may question the accuracy of the seniority list up to 30 days after the list has been posted. Otherwise the seniority list is deemed to be accurate.

15.03 Seniority shall accumulate after successful completion of the probationary period as per Article 7.01, where it shall be calculated back to their date of hire.

15.04 An employee will lose seniority when they:

- Resign from their position
- Are discharged for just cause and are not reinstated
- Are laid off and not recalled for a period of twelve (12) consecutive months.
- Have been absent from the workforce for twenty-four (24) months or more.

15.05 Supply LINC/ESL instructors do not accumulate seniority.

Article 16 – Pension & Benefits

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

Subject to the eligibility requirements of OMERS, the Board agrees to offer voluntary enrolment annually to those employees deemed eligible by OMERS.

Article 17 – Health & Safety

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

Article 18 – Vacation

18.01 The Board agrees to compensate employees with vacation pay equal to 4% of their earned wages as per the Employment Standards Act.

Effective January 1, 2018 the Board agrees to compensate employees with vacation pay as follows

- (i). Less than 5 year's seniority 4% of annual salary
- (ii). 5 year's seniority 6% of annual salary
- (iii). 20 year's seniority 8% of annual salary

Vacation pay shall be included in each pay.

Article 19 – Paid Holiday

19.01 The Board recognizes the following holidays and agrees to compensate employees as per the qualifications listed in the *Employment Standards Act*, Part X – Public Holidays for the following days:

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

Article 20 – Hours of Work & Work Year

20.01 The regular daily hours shall not commence before 8:00 a.m. nor finish later than 10:00 p.m. Total hours worked are averaged over the pay period for a cumulative total not to exceed forty (40) hours weekly.

20.02 The regular work week shall consist of six (6) days, Monday through Saturday.

20.03 Administrative Time

- (a) All staff who work seventeen and a half (17.5) hours of work per week or more are eligible for administrative time. Administrative time shall be scheduled by June 1st of each school year in consultation with a joint Management/Union Committee. Administrative time shall be for a total of three and a half (3.5) hours of each month. An additional 3.5 hours to be added to the months of January and May or June.

Those who work less than seventeen and a half (17.5) hours are eligible for administrative time and shall have their administrative time pro-rated.

Administrative time includes but is not limited to Portfolio Based Language Assessments (PBLA), and/or any required assessments, Professional Development and department meetings.

The work year shall be defined as September 1st to June 30th.

- (b) Where possible, the release days will coincide with Board P.A. days and days preceding or following school holidays

Article 21 – Overtime

21.01 Overtime, at the rate of time and one half of the employee’s regular rate of pay will be paid for work performed in excess of forty (40) hours per week.

Overtime must be approved in advance Human Resources Services

Article 22 – Professional Development

22.01 Where the Board establishes a professional development day (s) or program(s) for LINC/ESL instructors, the day shall be with pay. Attendance at the professional development days is mandatory.

Article 23 – Bulletin Boards

The employer shall provide a Bulletin Board at each site for posting of LINC/ESL information. The union shall have the right to post notices of meetings and any other items as agreed upon by the employer through the Labour Management Committee.

Article 24 – Personnel Files

24.01 Human Resources Personnel files will be stored in a confidential secure location with restricted access to appropriate management and clerical staff.

24.02 The employer shall recognize a signed consent from any member of the bargaining unit, which allows the National Representative and/or a Union Designate to have access to their personnel file in the presence of a designated Human Resources person.

24.03 An employee may request photocopies of any document in their personnel file and that request shall not be denied. Copies will be provided within two (2) working days, excluding weekends and holidays.

Article 25 – Copies of the Agreement

The Board will provide the Union executive with ten (10) printed copies of the collective agreement. The Board also agrees to post a copy of the current collective agreement on the Board’s Intranet.

Article 26 – Term of Agreement

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

- 26.01 The term of the collective agreement will be from September 1, 2022 to August 31, 2026. The collective agreement will not be in effect for any period prior to certification. The agreement shall continue from year to year thereafter unless either party gives to the other party notice in writing of not more than ninety (90) days and not less than thirty (30) days from the termination date of their desire to amend or terminate it. Changes may be made in this agreement by mutual agreement at any time during the existence of this agreement.
- 26.02 If notice of amendment or termination is given by either party in accordance with Section 26.01 above, the parties agree to meet for the purpose of negotiations within thirty (30) days following receipt of such notification or such further period of time as may be agreed upon by the parties.

Article 27 – Salary Schedule

27.01 Salary Grids

Current Salary Schedule September 1, 2021

\$44.68

Salary Schedule September 1, 2022

\$45.68

Salary Schedule September 1, 2023

\$46.68

Salary Schedule September 1, 2024

\$47.68

Salary Schedule September 1, 2025

\$48.68

Letter of Information: OMERS

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

Subject to article 16.01, CUPE Local 5200.02 employees are enrolled in the OMERS pension plan. The Board shall automatically deduct and remit the premium payments directly to OMERS as required. Up to date and accurate information regarding the definition of contributory earnings, which includes all regularly recurring earnings, can be found at www.omers.com.

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

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous-full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earning for all members, including active, terminated, retired, and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year;
- Market value adjustments
- Pay for time in lieu of overtime
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason (e.g. illness), provided service is extended;
- Taxable premiums for life insurance;
- Ongoing special allowances.
-

Letter of Understanding

The Union acknowledges that any LINC/ESL programs that are run by the Board in the months of July and August are treated as summer school programs. Such programs fall outside of the Collective Agreement.

Letter of Understanding – Inclement Weather

Should a supply instructor be in an assignment for three (3) days or more and any of the days are deemed a school closure, the supply instructor will be compensated in full for the hours assigned to them for the day(s).

Letter of Understanding – Workplace Accommodation

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

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

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

Letter of Understanding: Joint Job Evaluation / Pay Equity Compliance

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

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

This 25th day of October, 2023

The Halton Catholic District School Board










**The Canadian Union of Public Employees, Local 5200.02 LINC/ESL
Instructors**



Carol Hatch

