

**COLLECTIVE AGREEMENT**

**-BETWEEN-**

**THE DURHAM DISTRICT SCHOOL BOARD**

**-AND-**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 218**

**EDUCATIONAL ASSISTANTS  
AND OUTDOOR EDUCATION INSTRUCTOR  
BARGAINING UNIT**



**SEPTEMBER 1, 2022 – AUGUST 31, 2026**

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# APPENDIX I

## CUPE – PART A: CENTRAL TERMS

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

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

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

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

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

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

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

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

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

### **C2.00 DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **C4.00**

### **CENTRAL DISPUTE RESOLUTION PROCESS**

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

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

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

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

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

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

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

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

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

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

The mandate of the Committee shall be as follows:

a. Dispute Resolution

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

b. Not Adjudicative

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

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

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

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

b. The Crown shall have the following rights:

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

#### **C4.7 Referral of Disputes**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

- a. Timelines may be extended by mutual consent of the parties.
- b. Working days shall be defined as Monday through Friday excluding statutory holidays.
- c. Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.

- d. Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

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

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

- k. The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.
- l. The responding party shall provide their brief no later than five (5) days prior to the scheduled review.
- m. The Crown may provide a brief no later than two (2) days prior to the review.
- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

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

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

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

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

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

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

Post Participation Date, the following shall apply:

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

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

### **C5.2 Funding**

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

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

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

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

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

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

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

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

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

#### **C5.6 Benefits Committee**

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

#### **C5.7 Privacy**

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

#### **C6.00 SICK LEAVE**

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

##### **Definitions:**

The definitions below shall be exclusively used for this article.

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

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

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

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

**“Casual Employees”** means,

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

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

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

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

**a) Sick Leave Benefit Plan**

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

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

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

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

**Permanent Employees**

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

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

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

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

#### **Permanent Employees**

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

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

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

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

### **d) Eligibility and Allocation**

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

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

#### **Permanent Employees**

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

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

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

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

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

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

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

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

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

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

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

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

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



**f) WSIB & LTD**

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

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

**g) Graduated Return to Work**

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

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

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

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

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

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

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

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

**h) Proof of Illness**

**Sick Leave Days Payable at 100%**

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

**Short-Term Disability Leave**

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

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

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

**i) Notification of Sick Leave Days**

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

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

**Contributions for OMERS Plan Members:**

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

**Contributions for OTPP Plan Members:**

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

**k) Top-up Provisions**

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

This top-up is calculated as follows:

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

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

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

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

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

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

**C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

**C7.1 Preamble**

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

**C7.2 Membership**

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

**C7.3 Co-Chair Selection**

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

**C7.4 Meetings**

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

**C7.5 Agenda and Minutes**

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

**C7.6 Without Prejudice or Precedent**

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

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

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

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

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

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

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

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

#### **C10.00 CASUAL SENIORITY EMPLOYEE LIST**

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

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

##### **Negotiations Committee**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**APPENDIX A**

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

## **APPENDIX B**

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

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

### **Other Retirement Gratuities**

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



**APPENDIX C - Medical Certificate**

**PART 1**

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

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

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

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

First Day of Absence:

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

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

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

**PART 2 – Physical and/or Cognitive Abilities**

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

**PHYSICAL (if applicable)**

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

<p><b>Ability to Organize:</b></p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>	<p><b>Memory:</b></p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>	<p><b>Social Interaction:</b></p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>	<p><b>Communication:</b></p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>
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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**

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

Has a referral to another Health Care Professional been made?

Yes (optional - please specify): \_\_\_\_\_  No

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

Yes  No

Please check one:

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

Recommended date of next appointment to review Abilities and/or Restrictions: \_\_\_\_\_ dd mm  
YYYY

### PART 3 – Confirmation and Attestation

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

I confirm all of the information provided in this attestation is accurate and complete:

**Completing Health Care Professional Name:**  
**(Please Print)** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

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

Additional or follow up information may be requested as appropriate.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

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

**AND**

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

**Re: Status Quo Central Items**

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

**Issues:**

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



## LETTER OF UNDERSTANDING #2

### BETWEEN

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

### AND

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

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

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

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

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

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

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

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

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

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

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

**Common Central Provisions**

**Maternity Benefits/SEB Plan**

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

**SHORT-TERM PAID LEAVES**

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

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

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

### **RETIREMENT GRATUITIES**

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

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

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

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

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

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

## LETTER OF UNDERSTANDING #3

### BETWEEN

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

### AND

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

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

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

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

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

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

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

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

## **LETTER OF UNDERSTANDING #4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

### **PREAMBLE:**

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

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

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

### **II. DELIVERABLES**

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

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

### **III. MEMBERSHIP**

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

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

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

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

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

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

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

**AND**

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

**Re: Sick Leave**

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

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



**LETTER OF UNDERSTANDING #6**

**BETWEEN**

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

**AND**

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

**Re: Central Labour Relations Committee**

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

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

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

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

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

**AND**

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

**RE: List of Arbitrators**

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

English Language:

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

French Language:

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

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

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

**LETTER OF UNDERSTANDING # 10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Ministry Initiatives Committee**

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

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

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Bereavement Leave**

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

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

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

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Short Term Paid Leave**

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

**LETTER OF AGREEMENT # 13**

**BETWEEN**

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

**and**

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

**and**

**The Crown**

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

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

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

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

The task force will:

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

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



**PART B**  
**LOCAL TERMS AND CONDITIONS**  
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## **Article L1.00 – Purpose**

- L1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Board and its employees, to provide mechanisms for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

## **Article L2.00 – Recognition and Negotiations**

- L2.01 The Board, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all Educational Assistants and Outdoor Education Instructors employed by the Durham District School Board, save and except supervisors, those persons above the rank of supervisor, and persons covered by subsisting Collective Agreements.

- L2.02 The Board agrees to negotiate with the Union and any authorized committee recognized under Article L7.00 and L12.00 in any and all matters affecting the relationship between the parties.

- L2.03 Definition

EA I, EA II , EA – Technology and Outdoor Education Instructors are classifications within this Collective Agreement and wherever the terms are used in this Agreement, it shall be considered that it refers only to the classifications of Educational Assistants, specifically EA I, EA II, EA – Technology and Outdoor Education Instructors.

## **Article L3.00 – Reservation of Management Rights**

- L3.01 The Union acknowledges that it is the exclusive function of the Board, among others, and subject to the provisions of this Agreement, to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, retire, discharge, direct, transfer, classify, promote, demote or discipline employees, provided that a claim of discriminatory classification, promotion or transfer, or a claim that an employee has been discharged or disciplined without just cause, may be subject to a grievance and dealt with as hereinafter provided; and
  - (c) administer and manage all the affairs of the Board.

## **Article L4.00 – No Discrimination**

L4.01 The Board and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee or by reason of membership or non-membership in the Union, or in relation to any of the prohibited grounds set out in sub-section 5(1) of the Ontario Human Rights Code, namely race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

Complaints in relation to harassment may be pursued in accordance with the Board's Harassment Prevention policy, procedure(s), and regulation(s).

## **Article L5.00 – Union Security and Check-Off**

L5.01 It is agreed by the parties hereto that all employees from the first day worked will be required to pay to the Union an amount equal to the current monthly Union dues, whether a member or not, as long as the Union is the recognized bargaining agent.

L5.02 The Board agrees to deduct from the wages of each employee who is eligible to be a member of the Union a sum equal to the current monthly dues, and to remit the monies so deducted to the Secretary-Treasurer of the Union normally by the end of the month in which dues are deducted but in no case later than the fifteenth (15th) day of the month following. The Union agrees to provide the Board with thirty (30) calendar days' notice of any change in the amount of the dues to be deducted. Such remittance shall be accompanied with a searchable electronic list of employee names, employee numbers, group, address, phone number, wage rate\* and union dues deducted.

*(\*note: where multiple wage rates have been used for the calculation of an employee's union dues, only the highest wage rate shall be provided)*

L5.03 Dues Receipts

The T-4 income tax slips issued by the Board shall state the amount of Union dues deducted from each employee.

L5.04 In order to provide job security for the members of the Bargaining Unit, the Board agrees that no employee with seniority will be laid off as the result of work or services presently performed being contracted out or disappearing because of mechanization or technological change.

## **Article L6.00 – Board/Union Relations**

### **L6.01 Correspondence**

All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Superintendent responsible for People and Culture or designate and the President of the Local Union. Each September, the parties will provide each other a list of individuals to correspond with on various subject matter relating to the bargaining unit and any changes as they occur.

### **L6.02 New Employee**

New regular employees shall be sent a copy of the Collective Agreement by the Board on commencement of employment and will be informed of Union dues and check-off provisions. The Union shall supply copies of the Collective Agreement to the Board.

Where the Union provided an introductory letter to new employees, the hard copy will be provided to each new permanent hire.

### **L6.03 Labour Management Committee**

- (a) At the request of either the Union or the Board, up to four (4) representatives of each of the parties will meet during the term of the Collective Agreement to discuss issues related to the workplace which are not the subject of a grievance and which are not being dealt with in collective bargaining. The frequency of the meetings will be determined by the parties, but will not be less than once every two (2) months. The Board and the Union shall alternate the role of Chair. Prior to the scheduled meeting both parties shall provide agenda items to the Chair, who shall distribute the agenda five (5) days in advance of the meeting. If there are no items on the agenda, the meeting shall be cancelled.
- (b) The President of Local 218 or designate is entitled to attend all meetings of the Labour/Management Committee, as well as other meetings between the Board and any committee of the Union.
- (c) Participation of the Local President or designate at the meeting(s) specified in L6.03 and L7.01 is understood to be in addition to the four (4) employee members.

### **L6.04** Upon request, on an annual basis, the Union will be provided with such enrolment information, as well as the Board's Estimates, Revised Estimates, and Financial Statements, as are necessary when those are relevant to the administration or re-negotiation of this Agreement.

Upon request, this information will be reviewed under the auspices of the Labour Management Committee.

L6.05 Copy of the Collective Agreement

The Board shall provide copies of the Collective Agreement for each employee, at the Union's expense and the Union will distribute same to each employee in the bargaining unit. The electronic Collective Agreement shall also be available on the Board's Intranet website.

**Article L7.00 – Union Committee**

L7.01 The Board acknowledges the right of the Union to elect or otherwise appoint a body to be composed of eight (8) employees who shall be known as stewards. The Board will recognize and bargain with a regularly elected Committee of four (4) selected from the eight (8) stewards to be known as the Negotiating and Grievance Committee. This committee will deal with any matters properly arising from time to time under the terms of and during the continuation of this Agreement. Any steward may act as an alternate in the absence of one of the four (4) Negotiating and Grievance Committee members. One of the four (4) Negotiating and Grievance Committee members will be the representative present at any formal grievance meetings.

The Local Union President or designate shall be allowed to attend meetings between the Board and the Union for purposes of negotiations, the grievance meetings immediately preceding arbitration, arbitration hearings and other meetings properly arising under the terms of this Collective Agreement.

The Union agrees to supply the Board with the names of the eight (8) stewards and the members constituting the committee, and to keep such list up to date at all times.

L7.02 The eight (8) stewards will represent at least four (4) different geographical areas within the Board's operation. The area in which each steward will operate shall be communicated to the Board in writing by the Union.

L7.03 The Union recognizes and agrees that members of this Committee have regular duties to perform in connection with their employment and, therefore, the business of administering this Agreement will be attended to with the least possible interference with their regular duties.

L7.04 Absence from Regular Duties for Committee Business

Whenever possible, a committee member will obtain permission from the Superintendent responsible for People and Culture or designate before leaving regular duties and will give a reasonable explanation as to the length of time spent in the performance of regular Union duties. Such permission shall not be unreasonably withheld, although it is understood that matters that can be dealt with by telephone on breaks or outside of the employee's working hours shall not require the steward/committee member to be absent from his or her workplace during working hours. Where it is not possible to obtain permission in advance, the

committee member will notify the Superintendent responsible for People and Culture or designate as soon as possible afterward.

- L7.05 It is agreed that committee members shall be recompensed at their current hourly base rate for time spent in negotiations during working hours up to and including the Conciliation Officer stage.
- L7.06 The Union shall have the right at any time to have the assistance of a representative(s) of the Canadian Union of Public Employees when dealing or negotiating with the Board.

### **Article L8.00 – Seniority**

Note: *For clarity, Articles L8.01-L8.08 only apply to permanent employees in the bargaining unit and do not apply to casual employees. Article L8.09 only applies to casual employees in the bargaining unit.*

- L8.01 Each employee covered by this Agreement who has completed their Probationary period shall have her or his name placed on the seniority list based on the number of regularly scheduled hours of employment, but excluding overtime, since the employee's last date of hire. In this regard, "hours of employment" shall include time absent on leave of absence with pay, on sick leave, vacations and statutory holidays, as well as time on leave of absence without pay, and other absences listed below, subject to the following specified maxima:
- (a) Pregnancy Leave and/or Parental Leave in accordance with the *Employment Standards Act*, as amended.
  - (b) Political Leave: to a maximum of six (6) months.
  - (c) Educational Leave: to a maximum of twelve (12) months.
  - (d) Leave for election or appointment as an officer of the Union: to a maximum of the duration of the leave.
  - (e) Long Term Disability: to a maximum of one (1) year.
  - (f) Lay-off: to a maximum of six (6) months.
  - (g) WSIB: to a maximum of two (2) years.
- L8.02 Each March 31<sup>st</sup> a single official seniority list will be published and made available to each school/workplace and to the Union, and a searchable electronic unofficial copy given to the Union only, showing total accumulated hours of seniority as of December 31<sup>st</sup>. Seniority shall be calculated for each full-time and part-time employee in accordance with Article L8.01. Accordingly, the seniority measurement shown on such list shall not in any way be construed as a measurement of service for other purposes.

The seniority list will include the names of employees, classification, department and/or school, and the total accumulated hours. The Union shall be provided with an electronic list of all hires and terminations which occur in the interval between the publishing of seniority lists.

L8.03 When a new employee is hired, the employee shall be on probation for a period of seventy (70) days worked. Employees retained past the seventy (70) days worked probationary period shall have their names placed on the seniority list and be credited with seniority in accordance with Article L8.01.

L8.04 Temporary employees may be hired by the Board from the supply list to cover for employee absences and for a period of up to six (6) months for relief work or during peak periods, or for a period of up to twenty-four (24) months, corresponding with the total L20.08 (c) and (d) Pregnancy/Parental/Extended leave of the employee being replaced, and during these periods they will not be subject to the terms of this Agreement except as to the wage rate and the check-off provisions as provided for in Article L5.01.

Temporary employees shall receive vacation pay of four percent (4%) or six percent (6%) of gross earnings in accordance with the *Employment Standards Act* excluding the vacation pay for each period, payable on the regular pay cheque applicable to that pay period. It is understood, however, that employees on lay-off, having the required qualifications and experience for the job, will be recalled before any new temporary employees are hired under this clause. The periods noted above may be extended by mutual agreement. The Union shall be advised of temporary appointments under this article.

L8.05 Transfer to Non-Bargaining Unit Positions

(a) Permanent Transfer Out of the Bargaining Unit:

The selection or appointment of an employee for any position not subject to this Agreement is not covered by this Agreement. If an employee is, or has been, transferred or appointed to a position which is not covered by this Agreement, but fails the applicable probationary period, or to a maximum period of ten (10) school months, whichever is less, the employee will be returned to the original job classification and wage rate held at the time of transfer, and seniority will continue as if the employee had not transferred out of the bargaining unit.

If an employee is returned to a position covered by this Agreement after the applicable probationary period, or within a maximum of ten (10) school months, whichever is less, the employee's seniority shall resume at the point the employee held before the transfer out of the bargaining unit position.

(b) Temporary Transfer Out of the Bargaining Unit:

When an employee temporarily transfers to a position that is not covered by this Agreement, the employee will continue to accumulate seniority while in

the non-bargaining unit position for up to and including twelve (12) months unless agreed otherwise between the Board and Union. The employee will continue to pay union dues at the rate last assessed. After the twelve (12) month period, the employee's seniority will be frozen until the employee returns to a bargaining unit position.

L8.06 Employees absent due to Long-Term Disability shall continue to accumulate seniority (based on regularly scheduled hours) for a maximum of one (1) year while on Long-Term Disability.

L8.07 All employees, including probationary employees, have recourse to the grievance procedure if disciplined or discharged. However, the standard for discharging a probationary employee will be a lesser standard than for those employees who have successfully completed the probationary period. A probationary employee may be discharged for unsuitability and/or unsatisfactory performance.

L8.08 Seniority on Transfer for Accommodation Purposes

The parties hereto agree that an employee transferring from one CUPE, bargaining unit to another under "Duty to Accommodate" shall carry with her or him full credit for seniority and service earned while in the former CUPE bargaining unit(s). The Board will consult with the Local President or designate and the bargaining unit Chairpersons regarding permanent placements within that bargaining unit under "Duty to Accommodate".

L8.09 Casual Seniority List (as required per C10.00 of Part A)

Each casual employee in the bargaining unit shall have her or his name placed on a casual seniority list based on the employee's date of hire. The sole purpose of this list is to track length of service with the Board and shall have no other force or effect on this Agreement.

**Article L9.00 – Loss of Seniority**

L9.01 An employee shall lose seniority and employment if the employee:

- (a) leaves of their own accord;
- (b) is discharged and the discharge is not reversed through the grievance procedure;
- (c) is laid off continuously for a period of more than eighteen (18) consecutive months;
- (d) is absent for more than three (3) working days without notifying the Superintendent responsible for People and Culture or designate and without securing a leave of absence or without giving a reason satisfactory to the Board;



(e) declines more than one recall within a ten (10) month period.

**Article L10.00 – Lay-Offs and Recalls**

L10.01 The Board agrees that in the event of a lay-off, employees shall be laid off according to seniority and classification [with the most junior employee(s) in the affected classification(s) to be laid off first], provided the remaining employees have the ability to do the job and meet the qualifications for the job.

L10.02 Seniority shall accumulate for the first six (6) months of lay-off.

L10.03 Where it is necessary to recall employees, they shall be recalled in the reverse order to which they were laid off [with the most senior employee(s) to be recalled first], provided they have the ability to do the job and meet the qualifications for the job.

Where the initial recall is to a different classification, the employee shall retain the right to be recalled to a position in the classification from which they were laid off, should such position become available within two (2) years of the first day of the layoff.

No new employees shall be permanently hired to a classification until all permanent employees in that classification with seniority have been given an opportunity of recall.

L10.04 A surplus bargaining unit employee shall be given preference according to seniority to fill a vacancy provided they have the ability to do the job and meets the qualifications for the job.

L10.05 Redeployment Committee

In all situations involving lay-offs of members of the bargaining unit, the Board will discuss the circumstances related to the lay-off with the Union at a meeting of the Labour/Management Committee. In such circumstances, the consultation at the Labour/Management Committee shall take place not less than thirty (30) calendar days in advance of the proposed effective date of the lay-off.

When the Labour/Management Committee convenes to discuss lay-offs, its composition may be augmented to a maximum of up to seven (7) representatives for each of the Employer and Union teams. The meeting shall be held during normal working hours and the time spent attending such meeting(s) will be considered work time for which all participants shall be entitled to regular pay. When reviewing the lay-offs, the Labour/Management Committee shall conduct itself in its normal fashion with regard to chairing the meetings, preparation of agendas, minutes, etc. The Committee will have at its disposal such staffing, work organization and financial information as is relevant to the proposed lay-off.

As part of its review, the Committee may identify, propose and discuss possible

alternatives to lay-offs which might include, but are not necessarily limited to, the contracting in of work and potential re-organizations. The Committee may also identify and discuss existing vacant positions and/or positions which are expected to become vacant within the ensuing twelve (12) months, as well as opportunities for worker retraining where positions may be available, and retraining is cost effective.

It is also understood that, in its role of reviewing lay-offs, the committee through its representatives may exercise a discretion to waive job postings in appropriate circumstances.

Persons who are normally employed on a less than twelve (12) month basis are not to be regarded as laid off, for the purposes of this paragraph (L10.05), during the period of the year when they are not required to be at work.

### **Article L11.00 – Job Vacancies**

- L11.01 When the Board decides to create a new position or declares a job vacant, the Board will electronically post the position to the Board's online posting system for seven (7) working days and copy the Union. (Note: There is a maximum of five (5) working days for such notices which are issued from May 1st to June 30th.)

#### **Information in Postings**

Such notice shall contain the following information: classification, class type, qualifications, required knowledge and education, skills, and hours of work and closing date of posting.

Such qualifications and requirements shall be those necessary to perform the job function and may not be established in any arbitrary or discriminatory manner.

- L11.02 Work assignments of less than .5 FTE are not subject to job posting, and will be filled on a temporary basis for up to the balance of the current school year. Such work assignments shall be offered to Educational Assistants or Outdoor Education Instructors already employed in the same worksite, on the basis of seniority, if no scheduling conflict exists with the part-time position, and the employee is qualified to perform the job function. If the work assignment cannot be filled by a bargaining unit member in that worksite, the assignment will be filled from the supply list. The Union will be notified of all such work assignments.
- L11.03 A Bargaining Unit Member may make electronic application to any posted vacancy via the Board's online posting system. As between two or more applicants who have the ability to do the job and meet the qualifications for the job, and are relatively equal as to skills and qualifications as stated in the job posting, the applicant with the most seniority shall be given the job. Skills and qualifications shall be determined by the Board provided such judgement is not exercised in an unfair or unjust manner. Present employees shall be considered for vacancies before outside applicants.

NOTE: In any job posting, the senior candidate will be offered the position, without an interview, in circumstances where:

- (a) for that candidate, the job represents a lateral move, within the same job classification,
- (b) that candidate possesses the additional skills and qualifications required for the particular placement, and
- (c) there are no outstanding employment concerns in relation to attendance history, disciplinary record or work performance.

L11.04 It is agreed that a successful applicant of the job posting procedure or a new employee will not be permitted to move to another position for a period of one (1) year after accepting a position except by written permission from the Board, or except when a position for which she or he was successful disappears within the one (1) year period. The one (1) year limitation shall apply in the same manner to transfers made at the employee's request.

L11.05 The parties agree that transfers may not be effected until the start of the next school term.

L11.06 Employees who are absent due to illness or accident shall maintain their position and location for a two (2) year period following initial receipt of Long- Term Disability and/or Workplace Safety and Insurance Board benefits. During this time the Board shall fill the assignment with a temporary employee on a temporary basis. In the event the absent employee does not return to work after this timeframe, the position shall be posted as a vacancy.

Should the employee recover and be capable of performing the job in the classification previously held, the employee shall be entitled to fill any suitable vacancy in that classification available at the time. If a suitable vacancy is not available, the employee shall be entitled to displace the most junior employee in that classification within the geographic area, provided the returning employee has greater seniority.

L11.07 An employee who has applied for a new position or vacancy in accordance with Article L11.00 and has not been successful shall be given the opportunity of a debriefing session if she or he so requests. The debriefing shall be held within fifteen (15) days of the request. Where an employee requests a union representative to be in attendance, they will be invited.

L11.08 Any advertised vacant posting shall be filled as expeditiously as possible where there have been internal candidates. On a monthly basis, the Union will be provided with a list detailing the status of postings.

## **Article L12.00 – Complaint and Grievance Procedure**

L12.01 Matters pertaining to the interpretation or application of this Agreement, together with complaints and grievances, shall be discussed and adjusted by the Board's designated representatives and the Union Committee.

L12.02 If an employee has any complaint or grievance to take up with the Board, it shall be heard in the following manner.

a) Informal Step

Prior to filing a personal grievance, on a matter that is other than disciplinary, as hereinafter provided, an employee shall normally attempt, by informal discussion with their Principal/immediate Supervisor, to resolve any matter which could be the subject of a grievance. In this discussion, the employee may be accompanied by a Union representative, and the Principal/immediate Supervisor may be assisted by a representative from the Human Resource Services Department. This discussion must take place not later than five (5) working days following the date of the incident giving rise to the potential grievance. The Principal/immediate Supervisor's response must be made not later than three (3) working days following the discussion.

Any matter not settled at this stage may become the subject of a grievance and be dealt with as follows:

b) Step 1

The grievance of the employee shall be stated in writing on a standard form by the Union which shall be completed as indicated on the form and signed by the employee and the committee representative. The form will then be presented to the applicable Inclusive Student Services Education Officer, with a copy to the Human Resource Services Department, who will give a decision in writing within five (5) working days and may be assisted by a representative from the Human Resource Services Department. The decision shall be provided to the Union Chairperson and President of the Union and Union Office.

c) Step 2

If the decision of the Inclusive Student Services System Lead is not satisfactory to the employee concerned, the matter will be referred to the Superintendent responsible for People and Culture, or designate, and the Superintendent or designate shall convene a meeting. At this meeting a representative of the National Office of the Canadian Union of Public Employees may be present if either party requests such presence. The Superintendent or designate shall notify the Union within four (4) working days of proposed date(s) for the meeting, which shall be scheduled on a mutually agreeable date.

The Superintendent responsible for People and Culture, or designate, shall give a decision in writing to the President of the Local with a copy to the Chairperson within five (5) working days after the meeting. If the Superintendent's or designates decision at this stage is not satisfactory to the Union, the grievance may be referred to arbitration in accordance with the following.

- L12.03 A grievance must be filed within fifteen (15) working days of the time the employee became aware or ought to have been aware of the incident leading to the grievance, except in the case of a grievance regarding wages which shall have a time limit of thirty (30) days from date of receipt of earned wages.
- L12.04 (a) The Board agrees to compensate up to two (2) committee members at their current rate of pay for a reasonable amount of time spent in dealing with grievances. This is to apply to time spent in dealing with complaints or grievances in the schools during the employees' regular working hours and further includes time spent on grievances after they have reached the arbitration stage (provided the Board does not have to supply a replacement for a committee member).
- (b) The Board agrees to allow a Grievor with an Individual Grievance to take an unpaid leave of absence for one-half day (½ day) prior to a scheduled and confirmed first date of an arbitration hearing into the employee's Individual Grievance, as long as the Superintendent responsible for People and Culture or designate, receives a request in writing from the Union a minimum of five (5) days in advance of the requested leave, with a copy to the Manager of Employee and Labour Relations.
- L12.05 Any of the times mentioned in the grievance or arbitration proceedings may be extended by mutual agreement in writing.
- L12.06 It is understood that all references to days in Article L12.00 - Complaint and Grievance Procedure shall mean working days. "Working days" for purposes of this article shall mean Monday to Friday, including summer, but paid holidays (pursuant to article 18), winter and mid-winter breaks shall not be counted in determining the time frame for advancement of a grievance through the grievance steps or to arbitration.
- L12.07 It is agreed by the parties that any grievance not processed from one step to another or to arbitration within ten (10) days of the prior answer shall be deemed to have been dropped.

### **Article L13.00 – Policy Grievances**

- L13.01 A policy grievance may be filed by either the Board or the Union. A policy grievance is defined and limited to one (1) which alleges:
- (a) incorrect interpretation or administration of the Agreement which may affect

- the collective bargaining interests of the bargaining unit or the Board; or
- (b) other actions which may affect the collective interests of either party; or
  - (c) a breach of an announced policy of the Board concerning benefits established under the Collective Agreement.

A policy grievance shall be filed at Step 2 of the grievance procedure as outlined in Article L12.00.

### **Article L14.00 – Arbitration**

#### **L14.01     Arbitration**

Should the grievance be unresolved following receipt of the answer at Step 2, or should such answer not be given within the required time, either the Bargaining Unit or the Board may submit the grievance to arbitration. The referral to arbitration must be in writing and received by the other party no later than fourteen (14) calendar days after the expiry of the Step 2 time limit.

When either party requests that a grievance be submitted to a single arbitrator, the written referral to arbitration shall include the names of three arbitrators. Within seven (7) calendar days following receipt of the referral, the other party shall respond in writing, agreeing to one of the named arbitrators, or with a list of three alternative suggestions. If the responding party does not agree to one of the three, the parties may exchange further names until agreement is reached, or at any time after the initial exchange of lists, if agreement is not reached, either party may refer the matter to the Minister of Labour for appointment of an arbitrator whose name has not appeared in the exchange(s) between the parties under this provision.

- L14.02
- (a) In any particular grievance, either party may indicate its preference for a Board of Arbitration, rather than a single arbitrator. In that event, the referral to arbitration [see L12.02 (c)] shall contain the name of the party's nominee to the Board of Arbitration. Within ten (10) days of such notification, the responding party shall advise the other party of its nominee to the Board of Arbitration.
  - (b) The two nominees shall, within fifteen (15) days of the appointment of the second of them or at some time mutually agreed upon, appoint a third person who shall be the Chairperson. The Chair may be a person from the agreed list [see L14.01], although that is not required. If the nominees are unable to agree upon a Chairperson, the appointment will be made by the Minister of Labour for Ontario upon the request of either party.
  - (c) The provisions of L14.04 and Article L15.00 related to a single arbitrator shall similarly apply to a Board of Arbitration.

L14.03 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application, or administration of this Agreement, which cannot be settled after exhausting the grievance procedure, will be settled by arbitration as defined herein, and in accordance with the Ontario Labour Relations Act.

L14.04 Limitations Upon Arbitrator

- (a) An arbitrator shall not be authorized to alter, modify, amend or add to any part of this Agreement.
- (b) No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless requested to do so with the consent of both parties prior to the commencement or in the course of the arbitration hearing.
- (c) Each party shall be responsible for an equal share of the fee and expenses of the arbitrator. If a grievance is heard by an Arbitration Board rather than by a single arbitrator, each party shall be responsible for the fees and expenses of its own nominee to the Board of Arbitration.
- (d) At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employees concerned as witnesses, and all reasonable arrangements will be made to permit the conferring parties, or the arbitrator, to have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

**Article L15.00 – Discipline/Discharge Cases**

L15.01 A claim by an employee of discharge without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Board's Grievance Committee or its appointee within three (3) working days of discharge. The Board agrees to notify the President and the Unit Chairperson of a discharge. Step 1 of the grievance procedure shall be omitted in such cases.

L15.02 At any meeting between the employer and an employee at which discipline is to be imposed, the employee shall have the right to request the presence of a Union representative. The Board shall allow the Employee reasonable time to arrange for the attendance of the Bargaining Unit Representative.

NOTE: It is understood that a suspension with pay, while an investigation is being undertaken, is not disciplinary in nature.

L15.03 Where a minimum of two (2) years have elapsed since a disciplinary matter was placed in an employee's file, the employee may request that such disciplinary material be reviewed by the Superintendent responsible for People and Culture. A request for removal of the disciplinary material shall not be unreasonably denied.

## **Article L16.00 – Hours of Work and Overtime**

### **L16.01 Educational Assistants**

- (a) The normal hours of work for permanent Educational Assistants and Educational Assistants in long term assignments exceeding twenty (20) days shall be either three and one half (3.5) hours per day or seven (7) hours per day, Monday to Friday inclusive, excluding an unpaid lunch break based on their FTE.
- (b) In exceptional circumstance hours of work may be prorated based on FTE.

Authorized overtime shall be paid at time and one-half for work performed over thirty-five (35) hours per week.

### **L16.02 Outdoor Education Instructors**

- (a) The hours of work for Outdoor Education Instructors shall be seven (7) hours per day, Monday to Friday inclusive, excluding an unpaid lunch, as assigned by the Superintendent of Education or designate.
- (b) Authorized overtime shall be paid at time and one-half for work performed over seven (7) hours per day.

L16.03 Bargaining unit members shall be paid for the legislated number of Professional Activity Days during the school year, to a maximum of six (6). Employees shall be notified in advance of the required day(s) to be observed for each work day.

L16.04 Subject to unexpected contingencies, Bargaining Unit members shall be granted an uninterrupted lunch break of not less than forty (40) minutes, as established by the Principal of the school or the Superintendent of Education, as appropriate.

L16.05 The Board agrees to continue the customary practice of granting two (2) ten-minute rest periods, each to be taken approximately mid-morning and mid-afternoon. These rest periods are to be scheduled such that they do not detrimentally affect the care of the students.

L16.06 The starting, stopping and reporting times in each location shall be as determined by the Principal of the school or the Superintendent of Education, as appropriate. Where an Educational Assistant's regularly scheduled start, stop and reporting times are changed on a long term basis, the employee will be provided with seven (7) calendar days' notice of the change.

L16.07 An Educational Assistant who volunteers to go on an overnight trip to facilitate the needs of the special needs student(s) shall be compensated in time in-lieu. This lieu time shall not impact on the other Educational Assistants in the building and the time to be taken off agreed to by the Principal of the school.



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

- L16.08 Effective September 1, 2023, where a supply/casual Educational Assistant is dispatched to cover an absence, they will be scheduled for the hours of the Permanent Educational Assistant of whom they are replacing in accordance with Article L16.01.

For Educational Assistants assigned to the schools under the modified school year calendar, this clause will be effective the first day of work for the 2023-2024 school year.

### **Article L17.00 – Vacations**

#### L17.01 Vacation Pay

- (a) An employee who has completed less than three (3) years of service shall be paid 4% vacation pay.
- (b) An employee who has completed three (3) years service shall be paid 6% vacation pay.
- (c) An employee who has completed eight (8) years service shall be paid 8% vacation pay.
- (d) An employee who has completed seventeen (17) years service shall be paid 10% vacation pay.
- (e) An employee who has completed twenty-four (24) years service shall be paid 12% vacation pay.

- L17.02 As part of vacation, employees will receive the winter break and mid-winter break with continuation of normal pay, taking into account the statutory holidays which fall during these periods. Should a further positive adjustment be necessary, it shall be made on the first pay in June. Should a negative adjustment be necessary, it shall be divided equally and deducted from the last two (2) regular pays.

Where an employee is entitled to vacation pay prior to commencing pregnancy/parental leave, the Board agrees to delay payment of the vacation pay owing upon commencement of the leave to the first pay cheque after the employee returns to work following the leave.

#### L17.03 Paid Holidays During Vacation

If a paid holiday falls or is observed during the above vacation period, employees will be granted an additional day's pay for each such holiday.

## **Article L18.00 – Paid Holidays**

L18.01 The Board agrees to pay each employee a sum equivalent to the employee's current daily rate of pay for the following holidays:

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

under the following conditions:

The holiday must fall on a regular working day which the employee would have normally worked if the day had not been a holiday. The employee must be at work the full shift prior to and following the day of the holiday. The only exception to the above would be for leave of absence granted in writing or proven illness either the day before or the day after the holiday period.

Notwithstanding the above, if a holiday falls on a Saturday or Sunday, the employee will be granted a day's pay or a lieu day with pay at the option of the employer.

If Heritage Day is not officially declared, a floating holiday shall be granted in each year of the Agreement on a date(s) to be mutually agreed upon.

Should schools remain open on Remembrance Day, the Board and the Union shall agree upon a "floating holiday" to be taken at another time in lieu of Remembrance Day.

Should the Federal or Provincial government enact legislation proclaiming any additional statutory holiday(s), it shall be recognized in this Collective Agreement in accordance with legislated requirements.

L18.02 The Union shall notify the Board by August 15<sup>th</sup> with respect to the suggested designations of Heritage Day and Remembrance Day for the forthcoming school year.

L18.03 It is understood that school employees will leave when school is dismissed for the winter break and at the time determined by the Principal.

L18.04 Where a Bargaining Unit Member is required by the Board to report for duties in the calendar week immediately prior to Labour Day, Labour Day shall be treated as a paid holiday in accordance with Article L18.01.

## **Article L19.00 – Sick Leave Plan (See C6.00)**

### **Article L20.00 – Leave of Absence**

L20.01 The Board may grant a leave of absence, without pay and without loss of seniority or occupational classification, to an employee who requests such leave for good and sufficient cause. Except in extenuating circumstances, applications for leave of absence shall be submitted to the Superintendent responsible for People and Culture or designate, at least two (2) weeks prior to the commencement of such leave and an answer to an application will normally be given in writing within seven (7) calendar days.

#### L20.02 Pre-Planned Leave of Absence Without Pay for Union Business

1. Where an employee in the bargaining unit is elected or appointed as President or Vice-President of the Local, the Union will submit a request for an unpaid leave of absence (up to full-time) to the Superintendent responsible for People and Culture or designate. Such a leave will be granted and, where the Union requests that the Board administer pay, benefits and sick leave arrangements for the employee during the leave, that will be attended to, as follows:

- (i) salary will be paid as directed by the Local, and
- (ii) benefit participation and sick leave accrual may be continued in accordance with the appropriate collective agreement.

These arrangements are subject to timely reimbursement by the Local of salary and benefit costs. The Local will report the employee's sick leave usage on a monthly basis.

#### 2. Release for WSIB Representative

Where an employee in the bargaining unit is elected or appointed as CUPE WSIB Representative of the Local, the Union will submit a request for an unpaid leave of absence (up to full-time) to the Superintendent responsible for People and Culture or designate. Such a leave will be granted and, where the Union requests that the Board administer the pay, benefits and sick leave arrangements for the employee related to the leave, the Board will continue the salary, benefits and sick leave arrangements in accordance with the appropriate collective agreement. This is subject to the timely reimbursement, by the local, of the salary and benefit costs. The local will report the employee's sick leave usage on a monthly basis.

3. Where an employee in the bargaining unit is elected or appointed as Secretary-Treasurer of the Local, the Union will submit a request for an unpaid leave of absence (up to full time) to the Superintendent responsible for People and Culture or designate. Such a leave will be granted and, where the

Union requests that the Board administer the pay, benefits and sick leave arrangements for the employee related to the leave, the Board will continue the salary, benefits and sick leave arrangements in accordance with the appropriate collective agreement. This is subject to the timely reimbursement, by the local, of the salary and benefit costs. The local will report the employee's sick leave usage on a monthly basis.

4. The Union will submit a request for an unpaid leave of absence for the employee in the bargaining unit who is elected or appointed as Unit Chairperson (up to full time) to the Superintendent responsible for People and Culture or designate. Such a leave will be granted and, where the Union requests it, the employee will continue to receive their regular salary and benefits, subject to timely reimbursement of salary and benefit costs by the local.
5. No more than two (2) stewards/committee members of the bargaining unit will be granted an unpaid leave of absence for union business on behalf of the bargaining unit at any one time, except for purposes of a Union provincial or national convention or meeting, in which case up to eight (8) committee members will be approved for leave up to a maximum of fifteen (15) consecutive days each to attend. Requests for additional days off for union business for union stewards will be considered on a case-by-case basis.
6. Should an employee in the bargaining unit be elected or appointed to a National or Provincial union committee the Union shall submit a request for leave. Such a leave will be granted and, where the Union requests it, the employee will continue to receive their regular salary and benefits, subject to timely re-imbusement of salary and benefits by the local.
7. For any bargaining unit member on a Pre-Planned Leave of Absence for Union Business, the bargaining unit member's position may be replaced on a casual/or temporary basis, as deemed appropriate.

#### L20.03 Seniority Accumulation

The employee will accumulate seniority during any granted leave of absence unless otherwise specified.

#### L20.04 Jury Duty

When an employee is summoned for jury duty or subpoenaed by the Crown, the Board agrees to compensate the employee for the difference between the pay the employee would have received while working and the fee received from the Court. The Board will continue to pay the employee their wages, and the employee will remit to the Board the fee received from the Court. Employees are to report back to work when they are not required to serve or give evidence, and where there is still time left in the regular workday. An employee chosen for jury duty must notify the Superintendent responsible for People and Culture or designate immediately.

L20.05 Compulsory Quarantine

Salary for time lost due to compulsory quarantine shall be paid to employees when certified by the local Medical Officer of Health and is not chargeable to sick leave.

Notwithstanding the foregoing, where an employee is prohibited by her or his physician from entering on a temporary basis a particular area or worksite due to the presence or suspected presence of a communicable illness of a temporary or transient nature, the employee shall so notify the Superintendent responsible for People and Culture or designate, who shall re-assign the employee. It is the responsibility of the employee to provide to the Board a medical certificate stating the period of anticipated prohibition, and the nature of and the reason for the prohibition.

L20.06 Bereavement Leave

An employee shall be allowed five (5) successive working days (not including weekends) for leave of absence, with pay, on notification of the death of an employee's spouse/common-law, child, parent, sister or brother.

Bereavement leave for up to a maximum of three (3) successive working days (not including weekends), with pay, may be granted for the purpose of making the arrangements for or attending the funeral or a formal memorial service upon the death of an employee's step sister, step brother, mother-in-law, father-in-law, grandparent, grandparent-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law, grandchild and any other person normally in residence with the employee as part of the family unit.

Additional days travelling time without pay may be granted if required.

Should the funeral or formal memorial service not take place within the granted days, an employee may make a written request to the Superintendent responsible for People and Culture or designate to have one (1) of the allotted days held back for use on the actual day of the funeral or formal memorial service where such will occur on a scheduled work day.

L20.07 Special Leave

An employee shall be granted leave of absence, with pay, for periods of up to an annual maximum of two (2) days, one day per occurrence, for special or compassionate reasons, subject to the approval of the Superintendent responsible for People and Culture or designate, where such leaves occur during a scheduled work day. For the purpose of this paragraph, year is defined as September 1 to August 31.

Special Leaves are:

1. to attend the graduation exercise of the employee, spouse or child from a

- recognized course of study from a secondary school, college or university;
2. to attend the birth or homecoming of the employee's child;
  3. to write examinations to upgrade the employee's employment qualifications;
  4. to attend a funeral of a close friend;
  5. moving to a new place of residence on the day of the move, limited to once per year;
  6. to observe religious holidays. Eligibility for religious holidays under this article is understood to apply to holy days for any religion which is recognized as being permanently established both as to the continuity of its existence and as to its rights and ceremonies;
  7. 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
  8. attendance at Indigenous cultural/ceremonial events.

L20.08 (a) Pregnancy Leave

Upon written request, pregnancy leave of up to seventeen (17) weeks, without pay, shall be granted in accordance with the *Employment Standards Act*. Where possible, the employee must give the Board at least two (2) months written notice of the date the leave is to begin, along with a certificate from a legally qualified medical practitioner stating the expected date of delivery. The pregnancy leave may end earlier than planned if the employee gives the Board four (4) weeks written notice before the desired date of return to work. In any event, the pregnancy leave shall commence no later than the earlier of the employee's due date or the date of birth of the child.

(b) Parental Leave

Upon written request, parental leave without pay, shall be granted in accordance with the *Employment Standards Act*. Where possible, the employee must give the Board at least two (2) months written notice prior to the start of the parental leave. The parental leave may end earlier than planned if the employee gives the Board four (4) weeks written notice before the desired date of return to work.

(c) Provisions Applicable to Both Pregnancy and Parental Leaves

- (i) Seniority shall continue to accrue during the statutory length of the pregnancy leave and/or a parental leave pursuant to the *Employment Standards Act*.

- (ii) During pregnancy or parental leave, an employee's entitlement to benefits is in accordance with the CUPE Education Worker Benefits Trust.
  - (iii) Where an extended leave has been granted, the employee's continued entitlement to benefits is in accordance with the CUPE Education Workers Benefits Trust.
  - (iv) Where a Pregnancy leave or a Parental leave is granted under the provisions of the Employment Standards Act, the employee shall return to the position vacated at the commencement of the leave, if that position continues to exist. Where the position no longer exists, the employee will be returned to the same job classification if available or to a job classification in a lower wage group as a temporary measure, but shall be returned to the job classification vacated at the commencement of the leave when a full-time vacancy occurs, subject to the provisions of this Agreement.
  - (v) Vacation entitlement shall continue to accumulate in the normal fashion during the statutory length of the pregnancy and parental leave.
- (d) Extended Leave

An employee may request an extension to a pregnancy and/or parental leave, without pay for a maximum total leave of up to twenty-four (24) months. An employee must apply in writing for the extended leave not later than four (4) weeks in advance of the commencement of the leave. It is understood that a leave under L20.01 may not follow a Pregnancy/ Parental/Extended leave. It is also understood that Benefits coverage during the extended leave is in accordance with the CUPE Education Worker Benefits Trust.

Seniority shall continue to accrue during this extended leave.

#### L20.09 Political Leave

The Board agrees to grant an unpaid leave of absence to any permanent employee as long as they hold municipal, provincial, or federal office, for a maximum of one (1) term of office. Where such employee takes office part-way through a term, the Board may, at its discretion, grant an extension of the unpaid leave of absence for the subsequent term only, where the employee continues to hold such office. Political leave shall be without loss of seniority held at the time of the leave plus a maximum of six (6) months.

#### L20.10 Educational Leave

For an employee requiring a leave of absence to attend an educational institution on a full-time basis to upgrade education, the Board agrees to grant a leave of

absence, without pay and without loss of seniority held at time of leave, plus twelve (12) months, for a period not to exceed two (2) years.

The additional education sought must be related to their current position or a role with the Board they are seeking to become qualified for in order to be approved.

L20.11 (a) Maternity Benefits/SEB Plan

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

(b) Supplemental Employment Benefits (S.E.B) Plan for Parental Leave

It is understood by both parties to this Collective Agreement that the S.E.B. Plan set out herein is based upon and is subject to Employment Insurance (E.I.) Regulations and procedures. In the event of amendment to those E.I. Regulations and procedures, these S.E.B. provisions will be reopened and renegotiated by the parties, as required, to ensure ongoing acceptance by E.I. authorities.

1. The object of this S.E.B. Plan is to supplement the E.I. benefits from the Canada Employment and Immigration Commission for temporary



unemployment caused by pregnancy leave or parental leave.

2. This Plan covers the employees covered by the Collective Agreement between CUPE, Local 218 (Educational Assistants/Outdoor Education Instructors) and the Durham District School Board.
3. The other requirements for receipt of S.E.B. are:
  - (a) the employee must be eligible to receive E.I. pregnancy or adoption benefits from the Canada Employment and Immigration Commission;
  - (b) an application for S.E.B. must be made by the employee on a form to be provided by the Board and the employee shall provide verification of the approval of the E.I. claim (in the form of their E.I. benefit stub and/or by obtaining a computer report from the Commission) indicating the weekly amount to be paid by the Canada Employment and Immigration Commission;
  - (c) the employee shall sign an agreement with the Board indicating:
    - (i) that the employee will return to work (prior to submitting any resignation) and remain in the service of the Board after returning from the employee's pregnancy leave or adoption leave (and any subsequent additional leave granted by the Board under the terms of the Collective Agreement) for a minimum period of three (3) months.
    - (ii) that should the employee not comply with (i) above the employee shall reimburse the Board any monies paid to the employee under this S.E.B. Plan.
4. An employee must have applied for and be in receipt of E.I. benefits in order to receive payments under this S.E.B. Plan.
5. An employee disentitled or disqualified from receiving E.I. benefits shall not be eligible for a S.E.B. A S.E.B. payment shall be made only when it has been verified that the employee has applied for and is in receipt of E.I. benefits.
6. An employee shall not have the right to a S.E.B payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.
7. Other Income: Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under this Plan.

8. The benefit level paid under this Plan is set at a weekly rate equal to ninety percent (90%) of the employee's weekly insurable earnings as determined by the Canada Employment and Immigration Commission. It is understood that in any week the total amount of the S.E.B., E.I. gross benefits and any other earnings received by the employee shall not exceed ninety-five percent (95%) of the employee's normal weekly earnings consistent with the Canada Employment and Immigration Commission regulations.
9. The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which S.E.B. is payable and will be paid to the employee upon submitting proof of serving the first week of waiting period.
10. The duration of this Plan is for the term of this Collective Agreement.

L20.12 Leave of Absence

The Board will grant a leave of absence for up to two (2) years to any employee who requests such leave by reason of election or appointment as an officer of the Union. Such leave shall be without pay and without loss of seniority or occupational classification. Requests for further leaves will be considered on a case-by-case basis. Any position that becomes vacant due to an approved leave of absence as set out above will be filled as a temporary position, until such time as the employee who is currently on release returns to the bargaining unit. Where there is no need for the position to be filled, the Surplus and Redundancy Procedure of the Collective Agreement shall apply.

L20.13 Leaves under the Employment Standards Act

A bargaining unit member is entitled to Family Medical Leave (s.49.3), Critically Ill Child-Care Leave (s.49.4), and Personal Emergency Leave (s.50) and all other leaves under the *Employment Standards Act* without pay, subject to the eligibility requirements and terms for each leave as specified in Article C12.00, where applicable.

**Article L21.00 – Employee Benefits**

- L21.01 For detailed information on benefits, refer to the booklets provided by the insurance company or the Education Workers' Benefits Trust. The benefits as described in these booklets shall be the determining factors for health benefit coverage.
- L21.02 The Board and Union agree that employees are responsible for one hundred percent (100%) of the LTD premiums which are deducted from employees on the second (2nd) pay of each month. For employees working less than twelve (12) months, deductions will also be made on the first pay in May and June to cover the premiums for July and August. Should the Parties decide to change the carrier of the LTD Plan, they shall mutually agree on the change before the carrier is changed.

L21.03 Bridge to LTD Waiting Period

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.

L21.04 Participation in the Group Life Insurance A.D. & D. and Long-Term Disability is a condition of employment.

Where employees choose to remain in employment beyond age 65, it is understood that eligibility to participate in the LTD program ends at age 65 in accordance with the Master Policy.

L21.05 Ten (10) month employees who are laid off during the summer and who are expected to return to work in September will continue to receive benefit coverage as permitted through the Education Workers' Benefits Trust.

L21.06 The Board shall provide to the Union annually, on request, a copy of all parts of the Board's Master Benefits Long-Term Disability Policy that apply to bargaining unit employees.

L21.07 Employment Insurance Rebate

Effective January, 1999, and for each year thereafter, it is agreed that the Employee's share of the E. I. premium reduction rebates will be credited for their benefit in relation to benefit improvements in the current Collective Agreement.

**Article L22.00 – Pension**

L22.01 The Board shall continue to pay an amount equal to the employee contribution to O.M.E.R.S. or Ontario Teachers Pension Plan, as applicable, for the Pension Plan.

It is recognized that full-time employees who have been covered by O.M.E.R.S. and who move to a part-time status shall continue to be covered by O.M.E.R.S.

**Article L23.00 – Supplementation of Workplace Safety & Insurance Award**

L23.01 If an employee is prevented from performing the work of a bargaining unit member with the Board on account of an occupational accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act, the school Board will supplement the award made by the Workplace Safety & Insurance Board for the loss of wages to an employee by such an amount that the award of the Workplace Safety & Insurance

Board for loss of wages together with the supplementation of the school Board will equal one hundred percent (100%) of the employee's regular wage after deductions and having regard to any non-taxable part or portion of income. The portion to be paid by the school Board is to be chargeable to the employee's sick leave reserve.

L23.02 The Board agrees to provide a copy of the Form 7, and any attached information, to the employee concerned at the time the Form 7, and attached information is submitted to the W.S.I.B.

L23.03 The Board agrees to notify an employee of its intention to dispute his or her claim with the Workplace Safety and Insurance Board. Similarly, the Board and the employee, as the case may be, will advise the other at subsequent points in the claims process, up to and including WSIAT (Workplace Safety and Insurance Appeals Tribunal), of their intention to dispute a claim or appeal.

L23.04 WSIB Top-Up

If a class of employees was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2019-22 collective agreement.

Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

**Article L24.00 – General Conditions**

L24.01 Bulletin Boards

The Board shall provide bulletin boards for each school in locations designated by the Board upon which the Union shall have the right to post notices of meetings, and such other notices as may be of interest to the employees. Before posting, permission must be obtained from the Principal of the school.

L24.02 General

Wherever the singular is used in this Agreement, it shall be considered as if the plural had been used where the context so requires.

L24.03 Mileage Allowance

Employees requested to use their own vehicles for business purposes will be reimbursed for mileage at the Board approved rate as per Board policy and procedure.

Educational Assistants who work in the Vision Program and who, after arriving at their assigned school, are deployed to the Board Office will be reimbursed for mileage at the approved Board rate for the distance from the assigned school to the Board Office.

L24.04 Credit Union

The employer agrees to deduct authorized credit union deductions from each pay and to remit such to one (1) of the two (2) recognized credit unions within one (1) week of the date of the deduction.

L24.05 Protective Equipment/Special Purpose Clothing

Educational Assistants who require swim wear as part of their regular assignment will be reimbursed for the purchases, up to a maximum of fifty dollars (\$50.00) per year, upon submission of an appropriate receipt to the Superintendent responsible for People and Culture or designate.

Where the Board requires that an employee use protective equipment or wear special purpose clothing, this shall be provided to the employee at no cost.

L24.06 Student Health Support Services

The Board shall not require a bargaining unit member to carry out any controlled medical acts such as administration of medication by injection (excluding auto-injectors, ex. epi-pens), insertions, sterile catheterization, deep suctioning, nasal suctioning beyond the narrows of the nose, tube feeding, feeding students with impaired swallow reflex, postural drainage or manual expression of the bladder. The Board shall not require a bargaining unit member to carry out the following health support services: insertions and non-sterile catheterization, except as outlined in Letter of Understanding #8.

L24.07 Communicable Diseases, Health/Personal Risks

Educational Assistants shall be made aware of communicable diseases or other health/personal risks associated with students with whom they are expected to come into contact, where this information is known to the teacher(s).

The Principal will make it a priority to notify the Educational Assistants, as soon as possible, if a case of fifth disease is reported in the workplace.

L24.08 Yard Duty/Lunch Room Supervision

Educational Assistants shall not normally be required to do general yard duty supervision, or general lunch room supervision or general supervision on a bus. Educational Assistants may be required to participate in these duties only in relation to one or more special needs students whom they support on a regular basis.

L24.09 General Supervision

Any Educational Assistant hours, as specified in paragraph L16.01 (a), which are in excess of thirty hours per week are available for general supervision.

Principals shall have the flexibility to assign these hours of work in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Educational Assistants' working conditions.

L24.10 Redeployment within School

Educational Assistants shall be deployed to work in the class or area for which they were hired to support. It is understood that in the event of an emergency or change in normal routine, Educational Assistants may be redeployed within the school.

L24.11 Utilization Of Vehicles To Transport Students

The parties agree that Educational Assistants shall not be required to utilize their vehicles to transport students. The parties agree to identify issues or concerns at the Labour Management Committee.

L24.12 Evaluation of Educational Assistants

Teachers, including SERTS and Department Heads, shall not discipline or evaluate Educational Assistants. The Principal or Vice-Principal is responsible for the evaluation of Educational Assistants.

L24.13 Criminal Background Checks/Offence Declarations

The Board is required by law to collect Criminal Background Checks and Offence Declarations on its employees in accordance with the regulations of Ontario.

With the cooperation of the employees, the Board shall collect and manage personal documents and information including Criminal Background Checks and Offence Declarations, in a secure manner that provides for confidentiality and privacy for employees.

Any disciplinary action related to the Criminal Background Check or the Offence Declaration required by regulation may be the subject of a grievance.

L24.14 Hold and Secure/Lockdown

In the event of an emergency where the school/work site has been placed in hold and secure, or locked down, and the members are required to stay beyond their normal working hours, they will be compensated at time and one-half for the additional hour(s), where such additional hours would otherwise have qualified as overtime.

L24.15 Staffing List

The Board shall provide the Union with searchable electronic staffing lists for each location and assignment of all Bargaining Unit members as of October 1st and March 1st of each school year.

L24.16 Annual Pay Equity Plan

The Board shall provide the Union with an annual pay equity plan for the bargaining unit by no later than April 30th, unless another date is mutually agreed upon.

L24.17 Personal Contact Information

It is a bargaining unit member's responsibility to update the Board with respect to any changes to personal contact information including, but not limited to, current residential address and primary phone number.

L24.18 Contracting In/Contracting Out

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

Through the Labour-Management committee the parties will review opportunities to contract in work into the bargaining unit that is currently contracted out. Any such discussions must demonstrate if the Board were to consider contracting in any services, there would be a cost savings to the Board and an ability to meet system needs.

L24.19 Job Evaluation

Except as otherwise provided for in this Collective Agreement, job evaluations shall be conducted in accordance with, and subject to, the Job Evaluation Terms of Reference as agreed to by the Board and the Union.

The Board will make the Job Evaluation Terms of Reference document available to employees. For clarity, notwithstanding this article, the Job Evaluation Terms of Reference document, as agreed to by the Board and the Union, does not form part of the Collective Agreement.

L24.20 The Board to provide a list of those employees on leaves of absence, including WSIB, LTD, etc. to the Union twice per year as requested.

**Article L25.00 – Definition of Full-Time and Part-Time**

L25.01 (a) Full-time employee shall be defined as an employee who normally works more than twenty-four (24) hours per week.

- (b) Part-time employee shall be defined as an employee who normally works twenty-four (24) hours per week or less.

**Article L26.00 – Salary Schedule and Wage Rate Classification**

L26.01 The Salary Schedule and Wage Rate Classification shall be as shown in Schedule “A” attached hereto and forming part of this Agreement.

L26.02 Pay Days

It is agreed that employees shall be paid every second Thursday.

L26.03 Direct Deposit

The Board agrees to pay all regular full-time and part-time employees covered by this Collective Agreement by means of a direct deposit electronic transfer system. It is understood that the Board incurs no additional liability to employees by implementing a direct deposit electronic transfer payroll system and that its obligation to employees on its payroll is satisfied when its payroll cheque is deposited with the banking institution which is responsible for the administration of the direct deposit system.

Newly-hired employees will provide the Board with the bank, trust company or credit union information necessary for deposits to be made into their accounts by no later than the date their employment commences. A failure to provide the information on or before that date may result in a withholding of pay. Employees will advise the Board of any changes in their bank, trust company or credit union arrangements at least fifteen (15) school days prior to a pay day for the changes to be made for that pay day. Where there is insufficient information provided to allow a direct deposit to be made, the employee's pay will be held by the Board without interest. In addition, this Collective Agreement authorizes the Board to collect reasonable administration charges from an employee's salary if the Board is required to perform administrative work not otherwise required but for the employee's acts or omissions respecting the employee's direct deposit responsibilities.

**Article L27.00 – Strikes and Lock-Outs**

L27.01 There shall be no strike or lock-out, slow-down or stoppage of work, either complete or partial, during the term of this Agreement.

**Article L28.00 – Term of Agreement**

L28.01 This Collective Agreement shall continue in force and effect from September 1, 2022 to August 31, 2026. Either party to this Agreement may, not more than one hundred and twenty (120) days and not less than thirty (30) days prior to August 31, 2026, give the other party written notice of its desire to bargain a renewal Collective Agreement, and a meeting shall be held within twenty (20) days at which



time the parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by August 31, 2026, this Agreement and all of its terms will continue in force until a new Agreement is executed or completion of conciliation proceedings, as prescribed by law, whichever shall first occur.

**Article L29.00 – Workplace Health and Safety**

- L29.01 Unless legislation expressly prohibits maintenance of the status quo, the Board agrees to meet its obligations under the Ontario Occupational Health & Safety Act, in effect on the final ratification date of the Collective Agreement, as the minimum standard.
- L29.02 The Union and the Board agree that issues involving workplace aggression or violence shall be brought to and discussed in the Joint Health and Safety Committee and may be referred as necessary to the Labour/Management Committee.
- L29.03 The Board shall maintain and apply a workplace harassment procedure in accordance with its obligations pursuant to the Ontario Human Rights Code.
- L29.04 The Board agrees to involve the union in the Ability Management Program. The Board shall invite the Union representative to any meeting where a return to work/accommodation plan is being discussed.

## Schedule A - Wage Schedule

1. (a) The following hourly rate is applicable to all permanent or probationary Educational Assistants I classification, and to Temporary Educational Assistants whose assignments are known in advance to exceed twenty (20) days and to Supply Educational Assistants hired on a day-to-day basis but whose temporary assignment exceeds twenty (20) consecutive working days where the rate commences on the twenty-first (21) consecutive day in the same position and continues for the balance of the temporary assignment:

September 1, 2022	\$30.68	(+\$1.00/hr)
September 1, 2023	\$31.68	(+\$1.00/hr)
September 1, 2024	\$32.68	(+\$1.00/hr)
September 1, 2025	\$33.68	(+\$1.00/hr)

- (b) The following hourly rate is applicable to all permanent or probationary Educational Assistants II classification,

September 1, 2022	\$41.38	(+\$1.00/hr)
September 1, 2023	\$42.38	(+\$1.00/hr)
September 1, 2024	\$43.38	(+\$1.00/hr)
September 1, 2025	\$44.38	(+\$1.00/hr)

- (c) The following hourly rate is applicable to all permanent or probationary Outdoor Education Instructor classification,

September 1, 2022	\$41.38	(+\$1.00/hr)
September 1, 2023	\$42.38	(+\$1.00/hr)
September 1, 2024	\$43.38	(+\$1.00/hr)
September 1, 2025	\$44.38	(+\$1.00/hr)

- (d) The following hourly rate is applicable to all permanent or probationary Educational Assistant - Technology classification,

September 1, 2022	\$30.05	(+\$1.00/hr)
September 1, 2023	\$31.05	(+\$1.00/hr)
September 1, 2024	\$32.05	(+\$1.00/hr)
September 1, 2025	\$33.05	(+\$1.00/hr)

2. Supply and/or Temporary Educational Assistants who are employed on an occasional day-to-day basis or whose temporary employment in one (1) position is for twenty (20) consecutive working days or less shall be paid at:

September 1, 2022	\$27.36	(+\$1.00/hr)
September 1, 2023	\$28.36	(+\$1.00/hr)
September 1, 2024	\$29.36	(+\$1.00/hr)
September 1, 2025	\$30.36	(+\$1.00/hr)

Dated at Whitby, Ontario this 15<sup>th</sup> day of May, 2023.

For the Board:

Heather Mandy

Army

Rheepvord

For the Union:

[Signature]

Jay Bell

K Basant

[Signature]

Lori Ann Richards

Brandy Janson

[Signature]

### **Letter of Understanding #1 – Administration of Prescription Medication**

The Board agrees to ensure that all employees in schools shall have access to Board Procedure #5140 Administration of Prescription Oral Medication, Procedure #5135 Administration of Prescriptive Medication by Injection, and Procedure #5135.1 Guidelines for Dealing with Anaphylaxis Emergencies.

The principal of a school shall ensure that employees are aware of the usual location(s) for the storage of prescription medications.

### **Letter of Understanding #2 – Use of Volunteers**

The parties recognize the positive and substantial support provided by dedicated volunteers. However, in consideration of the employees' concern that the use of volunteers should not take away from, replace or reduce bargaining unit employment, the Board and the Union hereby agree to the following process for monitoring and evaluating the use of volunteers in the context of bargaining unit employment.

First, specific circumstances where concerns are expressed shall be referred to the Labour Management Committee for discussion. If the committee feels it is appropriate, the circumstances may be referred to the Superintendent responsible for People and Culture for further discussion and review.

Circumstances related to the use of volunteers that are brought to the attention of the Committee and the Superintendent responsible for People and Culture shall be compiled and made available to both parties on request in advance of the next round of bargaining.

The parties agree that this Letter of Understanding is not intended to alter existing rights of the parties with regard to grievability of the issue of the use of volunteers.

### **Letter of Understanding #3 – Special Training**

The parties agree to continue to meet in Joint Committee, as necessary, to investigate professional learning related to the provision of support for students with complex needs.

### **Letter of Understanding #4 – Colostomy Bags**

During the 2019-2022 renewal negotiations, the Parties discussed the issue of colostomy bags. It is agreed that appropriate annual training, where required, by local health care professionals regarding emptying of a colostomy bag and disposal of waste shall be provided to employees who complete this task. The Employer will ensure the Educational Assistant(s) will be trained in this prior to performing the task.

### **Letter of Understanding #5 – Professional Development**

The parties will discuss professional development opportunities as a standing item through Labour Management Committee. Where a separate sub-committee is appropriate based on those discussions a sub-committee of equal representation of the parties will be created with

appropriate resource personnel from both parties.

The Parties shall continue to jointly plan professional development days.

#### **Letter of Understanding #6 – Pay Equity**

The parties acknowledge their joint pay equity obligations and will fulfill those obligations with consideration of the Terms of Reference for the Joint Job Evaluation Committee and the Ontario *Pay Equity Act*.

#### **Letter of Understanding #7 - Shallow Suctioning Training**

The Parties agree to provide Educational Assistants with the essential knowledge and skills required to safely perform shallow suctioning. This training shall be provided in consultation with community health care professionals. The mandatory training will be provided annually and as required, for Educational Assistants, including those in Long Term Assignments, assigned to schools where there is a student enrolled who may require shallow suctioning. This training shall be provided during the regular work day. shallow suctioning shall not be performed by an Educational Assistant while on a school bus. The employer will ensure the Educational Assistant(s) will be trained in this prior to performing the task.

#### **Letter of Understanding #8 - Non-Sterile Catheter Care/Insertions**

During the 2022-2026 renewal negotiations, the Parties discussed the issue of non-sterile catheterization and insertions. It is agreed that appropriate annual training, where required, by local health care professionals regarding non-sterile catheterization and insertions shall be provided to employees. The employer will ensure the Educational Assistant(s) will be trained in this prior to performing the task.

Effective September 1, 2023, where an Educational Assistant agrees to be assigned to support a student enrolled who requires non-sterile catheter care and insertions for the school year and completes the above training, they will receive an annual responsibility allowance of two thousand dollars (\$2,000), prorated to their FTE and length of assignment. This allowance will be paid equally on each pay for the employee. The total number of Educational Assistants eligible for this allowance at one location will be at the discretion of the Board but will be a minimum of two (2) Educational Assistants.

#### **Letter of Understanding #9 - Workplace Violence**

The Parties commit to engage in collaborative discussions to examine safe working environments for staff and what can be done proactively to make working environments safe for staff in support of students. This will be done through a variety of means such as the EA Support Team and informal discussions at school or Board level in recognition of our shared responsibilities.

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

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

### **Letter of Understanding #10 - Behavioural Management System**

The Board will create a process within six (6) months of ratification of the Collective Agreement that aims to provide Behavioural Management System training to all Educational Assistants including casual.

### **Letter of Understanding #11 - Employee Violent Incident Form**

The Parties agree that they will meet within three (3) months of ratification, with three (3) representatives from the Bargaining Unit and the Employer to discuss possible revisions to the Employee Violent Incident Form which will be presented to the Joint Health and Safety Committee for consideration.

### **Letter of Intent #1 – Eating and Storage Areas**

Whereas the Parties have discussed in negotiations the access of bargaining unit members to areas at DDSB sites for storing personal belongings and having breaks and lunch.

And whereas the Parties acknowledge that each DDSB site is different in terms of physical layout and availability of space.

Prior to the commencement of the 2021/22 school year, the Board shall send a reminder to schools, with a copy to the Union, advising schools to find proactive solutions to providing bargaining unit members with a designated eating area for staff and appropriate secure storage areas for personal belongings, subject to the individual school's operational needs.

Where an employee has a concern with designated eating and storage areas it will be brought to the attention of the Principal.

### **Memorandum of Understanding #1 – Surplus and Redundancy Procedure**

This Memorandum of Understanding is subject to Article L10.00.

The Board and the Union agree that issues that arise respecting surplus employees may be discussed at Labour Management, at which time the parties may mutually agree to a resolution other than as set out in the Surplus and Redundancy Procedure. However, where the parties are unable to agree, the Surplus and Redundancy Procedure shall apply.

The parties agree to follow the procedures outlined below to handle declarations of surplus and redundancy and the resulting placement procedures for the term of the collective agreement.

When an Educational Assistant assignment is transferred from one school/work site to another, it is understood that the Educational Assistant(s) employed in that assignment will have the option of being transferred to the new school/work site or being declared surplus, unless the position(s) in the new school/work site requires a different classification of Educational Assistant for which the transferring Educational Assistant is not qualified, in which case the Educational Assistant shall be declared surplus in the home school/work site. Where a 0.5 FTE position is changed from morning to afternoons or afternoons to mornings, the Educational Assistant shall be given the opportunity to accept the new time block or to be declared surplus.

Any permanent member of the Bargaining Unit who has been declared surplus and reassigned during the school year shall be given seven (7) calendar days' notice to make any appropriate caregiver arrangements as required.

Where it has been determined that the Educational Assistant complement will be decreased in a school/work site, the least senior Educational Assistant(s) in the classification whose assignment is being affected will be declared surplus in the home school/work site.

1. Educational Assistant Declared Surplus in a Home School/Work site:

An Educational Assistant who is declared surplus in a school/work site will be offered an opportunity to stay in his or her home school/work site with the same or reduced hours, if available, and prior to that opportunity becoming available to any other Educational Assistant. If the Educational Assistant who is declared surplus in the home school/work site declines the opportunity to remain in his or her home school/work site, or there is no available position in the home school/work site at the time of declaration of surplus in the home school/work place, he or she shall be declared surplus to the school/work site.

Where more than one Educational Assistant in a classification are declared surplus in a school/work site at one time, any available position(s) within the school/work site shall be offered to the Educational Assistants by seniority within the classification. Once all available positions in the school have been offered and accepted, any remaining surplus Educational Assistant will be declared surplus to the school/work site.

Placement of an Educational Assistant pursuant to this provision requires that the Educational Assistant meet the minimum qualifications of the available position.

2. Educational Assistant Declared Surplus to a School/Work Site:

An Educational Assistant who is declared surplus to a school/work site shall be offered (a) the opportunity to transfer to an open position at the same classification and at the same full-time equivalent hours per week as his or her former placement, or (b) transfer to an open position at the same classification with reduced hours per week. Placement pursuant to this provision requires that the Educational Assistant meet the minimum qualifications of the available position, and multiple declarations of Educational Assistants surplus to a school/work site shall result in placements being made in order of seniority within the applicable classification.



If a surplus Educational Assistant is not placed pursuant to 1 or 2 above, the Educational Assistant shall be declared redundant.

3. Educational Assistant Declared Redundant:

An Educational Assistant who is declared redundant shall be placed on an Educational Assistant bumping list, by classification and seniority within the classification.

Each Educational Assistant on the bumping list, in order of highest seniority, will be offered an opportunity to displace the least senior Educational Assistant in the same classification with the same hours per week. If there is no one with less seniority in the same classification and working the same hours per week, the employee shall have the right to bump the most junior employee in the same classification and in a position for which the redundant employee is qualified and working the closest number of hours below the hours which the employee was previously working. The employee thus displaced shall be entitled to repeat the above procedure in order of highest seniority in the classification. Any employee who chooses to not exercise her or his bumping rights will be laid off.

Bumping pursuant to this provision requires that the Educational Assistant seeking to bump meet the minimum qualifications of the available position.

4. Recall from Lay Off:

An employee who has been laid off will be offered placement in order of highest seniority in an available position in his or her classification. If more than one vacancy exists in the classification, the vacancy with the highest number of hours per week will be offered to the most senior employee on lay-off, and so on until all vacancies have been filled. If there are insufficient vacancies within the employee's classification, the employee may be offered a vacant position in the other classification if the employee has the qualifications, and ability to perform the job function.

An Educational Assistant who ends up with less hours per week through any of the above procedures will have his or her name placed on a list to be offered, in order of highest seniority, the first available opening in his or her classification that would give him or her a greater number of hours per week to a maximum of his or her previous permanent hours. Such Educational Assistant will have the option of turning down the first offer from this list, but if a second offer is turned down his or her name will be removed from the list.

Recall pursuant to this provision requires that the Educational Assistant seeking recall meet the minimum qualifications of the available position.