

# **COLLECTIVE AGREEMENT**

Between

**YORK CATHOLIC DISTRICT SCHOOL BOARD**

(Hereinafter called the “Board”)

and

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5476**  
**(International Language Instructors)**

(Hereinafter called the “Union”)

**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 Mediation**

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

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

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

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

#### **C5.00**

#### **BENEFITS**

The parties have agreed to participate in the Provincial Benefit Trust set out in the CUPE

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

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

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

Post Participation Date, the following shall apply:

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

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

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

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

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

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

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

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

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

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

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

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

**C5.6 Benefits Committee**

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

**C5.7 Privacy**

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

**C6.00 SICK LEAVE**

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

**Definitions:**

The definitions below shall be exclusively used for this article.

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

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

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

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

**“Casual Employees”** means,

- i. A casual employee within the meaning of the local collective agreement,
- ii. If clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
- iii. 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</b>
<b>Individual</b>	<b>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</b>	<b>Resolved</b>
<b>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 _____ yyyy</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ yyyy</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>Employee Address:</b> _____</p>	<p><b>Telephone No:</b> _____</p> <p><b>Work Location:</b> _____</p>



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

First Day of Absence:

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

Date of Assessment:  
**dd mm yyyy**

No limitations and/or restrictions

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

**For limitations and restrictions, please complete Part 2.**

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

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

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

**PHYSICAL (if applicable)**

<p><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><input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of (<i>please specify</i>):</p>	<p><input type="checkbox"/> <b>Work at or above shoulder activity:</b></p>	<p><input type="checkbox"/> <b>Chemical exposure to:</b></p>	<p><b>Travel to Work:</b></p> <p>Ability to use public transit _____</p> <p>Ability to drive car _____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <hr/> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

**COGNITIVE (if applicable)**

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

Please identify the assessment tool(s) used to determine the above abilities (*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**

The parties agree as follows.

### **Article 1 – PURPOSE**

- 1.01 It is the desire of both parties to this Agreement to maintain and further harmonious relations between the Board and the Union and to provide for the prompt and equitable disposition of grievances.

### **Article 2 – DEFINITIONS**

- 2.01 International Language Instructor shall mean an instructor employed to instruct in the Board's extended day program.
- 2.02 "Days" means instructional and professional activity days as designated each school year by the Board and as approved by the Ministry of Education.

### **Article 3 – RECOGNITION**

- 3.01 The Board recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining in respect to rates of pay, hours of work and other working conditions for all instructors in the International Language Extended Day program, save and except supervisors and persons above that rank, persons employed as supply. International Languages Instructors and employees in any bargaining unit for which a trade union holds bargaining rights.
- 3.02 It is understood and agreed that the bargaining unit described in 3.01 hereof does not include any person who is a "teacher" within the meaning of section 1(1) of *The Educational Act*, as amended.
- 3.03 The word, "instructor" or "instructors" wherever used in this Agreement shall mean any or all of the International Languages Instructors (Elementary Schools) in the bargaining unit as defined above, except where the context otherwise provides.

### **Article 4 – NO DISCRIMINATION**

- 4.01 No party to this collective agreement will engage in discrimination or discriminatory practices contrary to the protected grounds under the *Ontario Human Rights Code*: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex (including pregnancy and breastfeeding), sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, or disability.

No party to this collective agreement will engage in discrimination or discriminatory practices by reason of political affiliation or by reason of Union membership or activity whichever is applicable.

## **Article 5 – MANAGEMENT RIGHTS**

- 5.01 The management of the Board's operations and the direction of its employees shall be vested exclusively in the Board, and without limiting the generality of the foregoing, shall include, among other things, the right to hire, discharge, transfer, promote, demote, discipline, retire and lay off employees subject to the terms of this Agreement.

## **Article 6 – UNION SECURITY**

- 6.01 All permanent International Language Instructors employed with the Board as per Article 3 shall become members of the Union.

A new employee shall be considered as a probationary employee for a period of sixty (60) days worked from the date of first commencing permanent employment with the Board.

The Union will be notified of any employee not passing probation or whose probation has been extended. There will be a meeting called for any employee not passing probation. The member will have the right to request Union representation.

When a probationer finishes the probationary period, the employee's seniority shall be from the first day worked as a permanent employee.

Notation - Understanding that it is 60 days worked excluding sick leave.

- 6.02 The Union may appoint or otherwise select a bargaining committee which shall be composed of not more than two (2) Instructors and shall include the President and 1st Vice President/Chief Steward of the Union. Such committee together with representatives of the Union, shall represent the Union in all negotiations with representatives of the Board for a renewal of this agreement.

The Union and the Board will exchange names of their bargaining committee members prior to the first bargaining date.

Each member of the Bargaining Committee shall be provided up to one (1) day release time to prepare for negotiations. The Board shall invoice the Local Union for the cost of replacing members of the Bargaining Committee during such release time.

Members of such committee shall be paid at their applicable straight time rates for all times they are absent from their regularly scheduled work while engaged in negotiations with Board representatives.

- 6.03 On the request of either party, the parties shall meet at least twice a year-until this Agreement is terminated, for the purpose of discussing issues relating to the workplace which affect CUPE 5476, or any employee bound by these Agreements. Additional meetings may be scheduled by mutual agreement.

It is understood that items raised at meetings of the Labour-Management Committee will be addressed within three (3) weeks of the Labour-Management Committee meetings and updates will be provided in writing.

The Labour Management Committee members shall be the Union President, Vice President/Chief Steward and up to 5 additional members as determined by the Union President in consideration to the agenda. The Board shall pay the members of the committee at their applicable straight time rate for the time they are absent from their regularly scheduled work while participating in such meetings. The Union shall have the right to have the Union National Servicing Representative in attendance.

The Board will chair the Labour Management Committee. The Union will send to the Board proposed agenda items one (1) week in advance of the date of the meeting. The Board will send a draft agenda including the Board's agenda items within two (2) days of receipt of the Union's agenda items.

Minutes of each meeting shall be prepared by the Board and copies provided to the President and Chief Steward one (1) week prior, to the next committee meeting. These minutes will not be deemed agreed to until approved at the Labour Management Committee.

6.04 The local Union may also appoint or otherwise select two (2) stewards to represent employees. The selecting of a steward in a designated area does not in any way restrict the steward to that area. The local Union shall notify the Board in writing of the names of its officers, chief steward, stewards and members of the bargaining committee and of any changes therein as they occur. The chief steward will be named by the local Union.

6.05 The Union and or instructors covered by this agreement will not engage in Union activities during working hours, or hold meetings at any time on the premises of the Board without the permission of the Superintendent of Human Resources.

#### 6.06 Authorized Representatives

No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without proper written authorization from the Union. In order that this may be carried out the Local Union shall notify the Board in writing of the names of its officers. Similarly, the Board will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board. Such representatives shall have access to the Board's premises upon request, and such access shall not disrupt the normal operations of the Board.

#### 6.07 Representation in Meetings

The Union shall appoint no more than two (2) authorized representatives to represent a member in a grievance meeting, a return-to-work meeting, a disciplinary investigation

meeting, an attendance support meeting, a discipline meeting and/or a discharge meeting. The Board will provide work release without loss of pay for the representatives appointed by the Union.

The Board will ensure that employees are notified of their right to have Union representation at meetings listed above. The employee and the Union representative will be provided with a room in which to meet and prepare for the meeting for up to one hour.

#### 6.08 - Communication

The Superintendent of Human Resources will forward system memos to the Union president.

When known, the Superintendent of Human Resources will advise the Union President where schools are in a lockdown or hold and secure situation.

### **Article 7 – DISCIPLINE AND DISCHARGE**

#### 7.01 Just Cause

- a) No bargaining unit employee shall be discharged or disciplined without just cause. Discipline will be in accordance with the Board's Progressive Discipline policy.
- b) The parties agree that coaching meetings and letters of expectation are non-disciplinary.
- c) Bargaining unit employees will be informed of their right to request union representation at all meetings that may result in disciplinary action.

#### 7.02 Bargaining Unit Employees

A claim by a bargaining unit employee of being unjustly disciplined or discharged will be dealt with in accordance with the provisions of Article 12.

#### 7.03 Probationary Bargaining Unit Employees

- a) Any action that would merit any disciplinary action will be considered just cause for dismissal.
- b) A claim by a probationary employee of being unjustly disciplined or discharged will be dealt with in accordance with the provisions of Article 12.

#### 7.04 Letters of Discipline

The Board shall provide the Union President with a copy of disciplinary letters issued to bargaining unit employees.

### **Article 8 – UNION DUES**

8.01 During the term of this Agreement, the Board agrees to deduct, from each pay cheque of each extended day instructor, the regular monthly fees and dues as certified by the Union. The Union shall notify the Board in writing as to the amount of dues or fees currently in effect according to its constitution and bylaws.

8.02 The Board shall deduct from each employee a percentage of the earnings for each pay period as determined by the union's Constitution. The Board shall forward such deductions to the secretary-treasurer or designate, of the Local not later than the 15th of the month following the month in which the deductions were made. Such remittance shall be accompanied with an electronic excel list of the names, addresses, phone numbers, hours worked, wage rate, wages, employment status and work location of all employees from whose wages the deductions have been made. The list shall also indicate the amount of dues deducted from each employee. The electronic list shall be sent to the President of the local as well.

8.03 The Union shall indemnify and save the Board harmless with respect to all claims, suits, judgments, attachments and any form of liability as a result of the deductions and remittance or dues by the Board pursuant to this article.

#### 8.04 New Hires

Any employee presently a member of the Union shall remain such for the duration of this Agreement as a condition of the employee's continued employment. Any employee hired on or after the date of this Agreement shall become a member of the Union at the conclusion of the employee's probationary period and shall remain as such for the duration of this Agreement as a condition of the employee's continued employment.

Upon permanent hire, and in the job-offer letter, the Board will advise employees that a collective agreement is in effect, will refer new permanent employees to the Board's web site for a copy of the collective agreement and will provide new permanent employees with the Union's contact information.

Where the Board conducts staff orientation sessions for new permanent employees, the Union will be provided time during such sessions to make a presentation regarding membership.

The Union will provide the Board with copies of material prior to being used in such sessions and will not disparage the Board during the presentation.

The employer will provide to the Union a list of all the employees in the bargaining unit who are on a leave. The list will include each person's name, job title/classification, home address, home telephone, employee's work site and employment status and if the employee is on a leave of absence, the nature of the leave.



The employee contact list will be provided in an electronic excel spreadsheet to the Union President twice a year.

#### 8.05 Notification of New Hires

The Board shall forward to the Union (secretary, treasurer and president) the full name, home address, home phone number, position and employment status (e.g. full-time, part-time, temporary, seasonal, supply), start date and work location of all employees hired into the bargaining unit within one month of their hire date.

### **Article 9 – STRIKES AND LOCKOUTS**

9.01 There shall be no strikes or lockouts as long as this agreement continues to operate in accordance with the Ontario Labour Relations Act and School Boards' Collective Bargaining Act.

In the event of any violation of Article 9.01 by an employee(s), the board shall notify the President of the local Union who shall instruct the employee(s) to return to work and perform their usual duties.

9.02 Employees may refuse to cross a picket line erected by members of a different bargaining unit during a legal strike.

Employees who refuse to cross such a picket line shall be placed on an unpaid leave until they either return to work or the legal strike has ended.

### **Article 10 – LEAVES OF ABSENCE WITH PAY**

10.01 Where the death occurs during, or related bereavement leave extends into the work year, the Board shall grant to an instructor requiring leave from work by reason of a death in the instructor's immediate family (spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, grandparent or grandchild) five (5) working days with pay immediately following the death. The actual length of such leave shall be determined by the Board in accordance with the circumstances of such death and the responsibility of the instructor for the funeral and other arrangements. In circumstances where the five (5) days cannot be taken consecutively, consideration to attend a memorial service for an immediate family member, may be granted by the Superintendent of Human Resources or designate.

In the case of a sister-in-law or brother-in-law the actual length of such leave shall be determined by the Board in accordance with circumstances of such death and the responsibility of the instructor for the funeral and other arrangements.

10.02 An International Language instructor who is selected for service as a juror or is required by subpoena to appear in court as a witness in any proceeding in which they are not a party to or are of the persons charged, shall be paid the difference between the normal earnings and the payment the International Language instructor receives as a juror or a witness.

- 10.03 An International Language instructor shall be entitled to their salary notwithstanding their absence from duty where, because of exposure to communicable disease they are quarantined or otherwise prevented by the order of the medical health authorities from attending upon their assigned instructional duties.
- 10.03 Part-time instructors regularly required to work less than twelve classes per day shall be entitled to paid leaves of absence on a pro rata basis, based on number of classes taught.
- 10.04 Sick leave means the period of time an instructor is permitted to be absent from work with pay by reason of being sick, disabled because of an accident or because the instructor is quarantined by a medical health officer (hereinafter collectively referred to as "sickness"). Sick leave provisions will follow the central terms of this collective agreement.
- 10.05 Upon completion of probation an instructor shall be entitled to the sick leave plan as per the central terms of this collective agreement but the instructor shall not be paid for any sickness, which occurred during probation.
- 10.06 If the instructor is unable to work by reason of sickness for the under mentioned periods, then a deduction in the amount set opposite shall be made from the instructor's credited sick leave (if any): 0 to 2.5 hours - .5 day; 2.5 to 5 hours – 1 day.
- 10.07 The Board may require an instructor to produce a Physician's certificate to support an absence on account of sickness as per the central terms of this agreement. The requested certificate will only be delivered to the Health and Wellness Coordinator. An instructor must make every reasonable effort to notify his/her principal of any absence due to sickness.
- 10.08 While an instructor is on leave of absence without pay in excess of ten (10) days or is on layoff, the instructor shall not accumulate any sick leave credits but shall retain whatever sick leave credits the instructor may have accumulated at the date of such leave or layoff and be entitled to the use thereof upon the instructor's return from such leave or upon being rehired subsequent to being recalled.
- 10.09 Personal Business

The Board may grant leave without loss of pay, not to exceed one (1) day per school year, for the purposes of:

- a) a dental or doctor's appointment,
- b) inclement weather, where the employee is reasonably unable to attend their workplace location
- c) moving to a new place of residence,
- d) graduation,
- e) legal matters, including immigration hearing,
- f) attendance at a funeral.

- g) voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and attendance at Indigenous cultural/ceremonial events for employees who self-identify as Indigenous.

#### 10.10 Leaves of Absence with Pay – Funeral

The Board may grant one (1) day leave per school year with pay to attend a funeral of a family member beyond the definition provided under Article 10.01. Such requests shall be made to the Superintendent of Human Resources.

### **Article 11 – LEAVES WITHOUT PAY**

11.01 An International Language instructor who is elected to the position of President of the Union shall, if the duties of the office are such that the President is required to be unavailable for assignment, be granted upon written request to the Manager of Human Resources, Support Services, a leave of absence without pay for up to one school year.

11.02 The Board may, upon written application of the instructor to the Manager of Human Resources, Support Services, allow a leave of absence for up to two years for the purpose of study and/or travel, and/or for the care of a family member, and/or for personal regeneration and/or personal or career development.

Leave without pay for a period of up to two (2) years shall be granted to an instructor who:

- i) is not entitled to sick leave but who is required to be absent by reason of sickness, or,
- ii) is unable to return to work at the termination of the period for which sick leave was granted by reason of the instructor's continued sickness provided such leave shall not prejudice the Board's right to discharge an instructor because of frequent absences from work.

11.03 Pregnancy and parental leave shall be granted in accordance with the provisions of the *Employment Standards Act*, as amended.

#### Maternity Benefits/SEB Plan

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.

- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent Employees who require longer than the eight (8) 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 six (6) months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) Employees not defined above have no entitlement to the benefits outlined in this article.

#### 11.04 Union Office

Any permanent employee who is elected or selected for a full-time position with the National or Provincial Union or Labour body with whom the Union is affiliated, shall be granted a leave of absence without pay and without loss of seniority, by the Board, for a period of two (2) years. On return from the leave, the employee will be placed in their previous position.

If an extension for the leave is requested, the Board may renew such leave on a yearly basis. On return from the extended leave the employee will be placed in a comparable position. Such extension shall be without pay and without loss of seniority.

#### 11.05 WSIB Representative

Where an employee in the bargaining unit is elected or appointed as CUPE WSIB representative, such an employee may submit a request for an unpaid leave of absence for up to two (2) years without pay and loss of seniority to the Manager of Human Resources, Support Services. Such a leave may be granted subject to the Board's operational needs but shall not be unreasonably denied. Where the Union requests that the Board administer the pay and benefits for the employee related to the leave, the Board will continue the salary and benefits in accordance with the appropriate Collective Agreement. On return from the leave, the employee will be placed in their previous position. The Union shall reimburse the Board for the cost of the employee's salary and benefits within thirty (30) days of receiving the Board's invoice.

#### 11.06 Election Leave

The Board recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Board shall allow a leave of absence without pay and without loss of benefits or seniority, so that the employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be

allowed a leave of absence without pay and without loss of seniority during the term of office.

#### 11.07 Conventions and Seminars

An employee elected or appointed to represent the Union at a conference, convention, seminar or other union business shall be granted a leave of absence, without loss of seniority and without pay to attend the business for which the leave is requested, provided;

- a) Such leave shall be requested, in writing, to the Manager of Human Resources, Support Services at least two (2) weeks in advance (provided that in unusual circumstances the Board, may waive such two (2) week requirement) identifying the period of absence and attendee(s). Granting of the foregoing leaves may be withheld for reasons related to the requirement of operations but shall not be unreasonably withheld.
- b) The union recognizes that no more than two (2) employees may be absent at any given time.
- c) During such leaves, the employees will receive their regular remuneration and benefits from the Board and the Board shall invoice the local Union for the costs incurred. The Union shall reimburse the Board within thirty (30) days of receiving the Board's invoice.

#### 11.08 Union Release Time

The following release time is inclusive of, CUPE 5476.

- a) **President**  
Upon written request from the Union the Board shall approve the release of an employee to the position of Union President. Such request shall be submitted to the Manager of Human Resources, Support Services prior to June 1st for the following school year.

An employee returning from serving as the Union President shall be returned to a bargaining unit position as outlined in the staffing process in this collective agreement.

The local Union shall pay the yearly salary and benefits of the employee on Union release time. The Board shall administer such salary and benefits through the normal payroll process. The Union shall reimburse the Board within 30 days of receiving the Board's invoice.

- b) The Board shall release the Union Treasurer for a total of twenty-five (25) days per school year. The Union's 2nd Vice President may be released for a total of ten (10) days per school year.

## **Article 12 – GRIEVANCE AND ARBITRATION PROCEDURE**

12.01 The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays and the specified holidays recognized herein, and may be extended by mutual consent of the parties. In the event of missing timelines, by either party, without written consent of the parties, the grievance shall automatically proceed to the next stage of the grievance process.

12.02 Should any difference (hereinafter called a “grievance”) arise between the Board and an instructor as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such grievance without delay shall be made in the following manner. Further, in addressing matters in the grievance process the Union may see the assistance of the National Representative of CUPE when meeting with the employer in any matters arising out of this Collective Agreement.

### **12.03 Stage One**

The Union shall submit the instructor’s grievance, in writing, to the Manager of Human Resources, within seven (7) working days of the date of the affected employee(s) becoming aware of the alleged violation. The grievance shall state the nature of the alleged violation, the remedy sought and any provisions of the Agreement upon which the grievance is based. Within seven (7) working days of the receipt of the grievance, a meeting of the Grievor, the Union representative and the Grievor’s supervisor will occur. An official written response will be given to the Union within seven (7) working days of the date of the meeting.

### **12.04 Stage Two**

If the response given at Stage One is not satisfactory to the Union, the Union shall give notice to refer the grievance to the next stage within seven (7) working days of the receipt of the response. Within seven (7) working days of receipt of such notice a meeting with the Grievor, the Union Representative and the Superintendent of Human Resources shall occur. The Superintendent of Human Resources will make every effort to settle such grievance and will respond in writing to the Union within seven (7) working days of the Stage Two meeting.

### **12.05 Policy and Group Grievance**

For the purpose of this Agreement, a policy grievance shall be defined as a difference between the Board and the Union as to the interpretation, application, administration or alleged violation of the Agreement, other than a difference directly affecting individual instructors. The Union shall submit the policy grievance, in writing, to the Superintendent of Human Resources, stating the nature of the alleged violation, the remedy sought and any provisions of the Agreement upon which the grievance is based. For clarity, policy grievances shall be submitted at Stage 2 of the grievance process. A group grievance, which is defined as an alleged violation of this agreement concerning three (3) or more employees, follows the same procedure as the policy grievance procedure.

## 12.06 Board Grievance

If the policy grievance is being put forward by the Board, it shall be submitted, in writing, as above, to the CUPE 5476 Local President. Within seven (7) working days of receipt of the grievance, a meeting shall occur which is mutually acceptable to the appropriate representatives of the parties. A response (by the Union or the Board) will be provided within seven (7) working days of the Stage Two meeting.

Any unresolved grievance, including a grievance scheduled for arbitration, may be referred to mediation by mutual agreement. Mediation is not considered a Stage of the grievance procedure.

## Grievance - Arbitration

12.07 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined above, and which has not been settled, may be referred to a sole arbitrator at the written request of either the Union or the Employer within ten (10) working days of the reply under Stage 2 of the grievance procedure, or within ten (10) working days of the mediation session. No person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance or policy difference.

12.08 a) The Union or the Board may, refer the grievance to arbitration to be dealt with by a sole arbitrator. The other party shall within five (5) working days of receipt of such notice reply in writing stating whether arbitration by a sole arbitrator is acceptable.

b) If an arbitration by a sole arbitrator is acceptable, the parties shall endeavour to agree upon the selection of a sole arbitrator. If the parties fail to select a sole arbitrator within five (5) working days, the appointment should be made by the Ministry of Labour upon the written request by either party. It is agreed by both parties that, upon selection of an Arbitrator, all parties and/or their representatives will make themselves available for the Arbitrator to hear the grievance expeditiously and render the decision at the earliest possible date. If the Arbitrator selected is not available within a six (6) month period, the parties shall review the selection.

12.09 The decision of a sole arbitrator, shall be binding on both parties. Each of the Parties to this Agreement will bear the expenses of their nominee and will jointly bear the fees and expenses, if any, of the Chair or sole arbitrator.

12.10 A sole arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, not to give any decision inconsistent with the terms and provisions of this Agreement.

12.11 Each of the Parties to this Agreement will bear the expenses of their nominee and will jointly bear the fees and expenses, if any, of the sole arbitrator.

12.12 Each party of an arbitration shall be entitled through counsel or otherwise to present evidence, to cross-examine any witness of the other party and to present oral arguments. Briefs of arguments may be presented by each party and each party shall be entitled to reply to the brief or argument presented by the other party.

12.13 Witness fees and allowances shall be paid by the party calling the witness. Requests for any additional and/or medical documentation shall be paid for by the party requesting the documents.

12.14 If any party disagrees with the other as to the meaning or application of the decision, it may apply to the sole arbitrator, within ten (10) working days from the issue of the decision, with a request that they reconvene to clarify the decision.

### **Article 13 – METHOD OF PAYMENT**

13.01 The Board shall pay per instructional day, representing up to a maximum of twelve (12) twenty minute classes, as well as daily supervision, the following rate of pay:

Instructor Effective - September 1, 2022 - \$209.13

Instructor Effective - September 1, 2023 - \$213.38

Instructor Effective - September 1, 2024 - \$217.63

Instructor Effective - September 1, 2025 - \$221.88

Lead Instructor: per half day

September 1, 2022 - \$147.23

September 1, 2023 - \$149.35

September 1, 2024 - \$151.48

September 1, 2025 - \$153.60

Note the Board recognizes that the Lead Instructor position is within the Bargaining Unit

13.02 The rates outlined in 13.01 are exclusive of vacation pay. For International Language Instructors with less than five (5) years of employment in the workplace, vacation pay shall be 4%. For International Language Instructors with five (5) or more years of employment in the workplace, vacation pay shall be 6%.

13.03 Statutory holidays shall be paid in accordance with Article 14.

### **Article 14 – STATUTORY HOLIDAYS**

14.01 For the purpose of this Article the following shall be specified as paid holidays under this Agreement and “holiday” means:



New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Thanksgiving Day	Christmas Day
	Boxing Day (December 26)

1 An employee shall be paid at the employee's applicable hourly rate for the specified holiday listed in 14.01 provided that one of the following conditions exist;

- a) the employee has worked both of the qualifying days;
- b) the employee is on a leave of absence with pay on either qualifying days;
- c) the employee is suffering from an illness or injury which requires the employee to be absent on either qualifying day, which absence is supported by a fully completed Appendix C Medical certificate or;
- d) the day is one of the Employee's regular days off.

2. An employee shall not be paid for the specified holidays if any of the following conditions exists:

- e) the employee is absent without permission on either qualifying day;
- f) the employee has been granted leave of absence without pay for such holiday;
- g) the employee has not worked in the thirty (30) day period immediately preceding such holiday and is not receiving sick leave pay; or
- h) the employee is absent due to illness or injury on either qualifying day and has failed to submit a fully completed Appendix C Medical certificate upon the Employees return to work.

14.02 A holiday shall be considered as commencing at 12 midnight of the day preceding the holiday and ending 12 midnight on the holiday.

14.03 Instructors regularly required to work less than full time hours per week shall be entitled to the specified holidays on a pro rata basis, based on the hours of work.

**Article 15 – SENIORITY / JOB SECURITY, REDUNDANCY**

15.01 Seniority is the length of continuous service with the Board as a member of the bargaining unit.

When an instructor finishes his/her probationary period, the instructor's seniority shall date from the first day worked as a permanent employee in the bargaining unit.

Seniority is lost when an instructor:

- a) resigns/retires

- b) is discharged and is not reinstated through the grievance and arbitration mechanism
- c) is laid off and is not recalled within a period of twenty four (24) consecutive months.
- d) fails to report to work without a reasonable explanation on the date and at the time specified in a notice of recall to work following a layoff. Notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail to the instructor's last known address on file with the Board. The written notice of return to work will provide the employee with seven (7) calendar days of lead time
- e) fails to return from a leave of absence on the prearranged return to work date, unless reasonable explanation is given for the late return
- f) is absent due to illness or disability for a period of twenty four (24) months from the time the disability or illness commenced.

15.02 The Board shall maintain one (1) master seniority list as per Article 3.

15.03 The list will show name, job classification, location of permanent position, regular hours of work, seniority date, home address and phone number of each employee.

All seniority lists will be posted on September 30th, January 31st and April 30th which will include updated information.

A copy of each seniority list shall be provided to the President of the local Union in an electronic spreadsheet and shall be posted to the YCDSB Staff intranet, CUPE 5476 Conference, excluding employee contact information.

15.04 Lay-off and Recall

In all cases of layoffs due to a reduction in the workforce (other than layoffs of a temporary nature, ie. two (2) weeks or less), instructors shall be laid off in reverse order of their seniority ranking, provided that the Board may retain sufficient instructors who possess the necessary qualifications, ability, knowledge and skill to perform the jobs available.

In all cases of recall after layoff, instructors shall be recalled in accordance with their seniority ranking, provided that they have the necessary qualifications, ability, knowledge and skill to perform the jobs available. An employee who has been recalled to work that is offered less than the amount of classes they had prior to layoff shall not be required to accept recall and may instead remain on layoff.

Instructors on the recall list may receive severance by surrendering their recall rights in writing. The Board shall inform employees of this right at the time of layoff. Instructors who elect to receive severance are entitled to termination and severance pay in accordance with the *Employment Standards Act* as amended.

Employees whose recall rights expire shall be paid termination and severance pay in accordance with the *Employment Standards Act*.

The Board shall inform the Union of the names of all instructor(s) who surrender their recall rights and have elected severance pay.

No instructor shall be laid off while a probationary instructor is employed. No probationary instructor shall be rehired or recalled for a position while an instructor who is capable of doing that job remains laid off and is willing to return to work.

#### 15.05 Annual Board Wide Redundancy

##### School Staffing – by seniority

By the second Friday of June, the Board shall provide the opportunity for the Union President and Vice-President to review the preliminary International Language Instructor staffing and to have the opportunity to provide input before finalizing the staffing at each school.

##### Annual Staffing Process

By the first week of September, the Board will finalize its total staffing needs and where the number of employees exceeds the number of available International Language Instructor positions, staff will be declared redundant and provided with written notice of layoff.

While recognizing that overall seniority on the master list must be present to maintain a position, Instructors who have maintained a position due to their placement on the master seniority list will be staffed as follows:

- a. Subject to student enrolment, the instructor who holds the most number of classes from the previous school year, at the school will be assigned a maximum of 12 classes or as close to 12 as possible. If a school has less than 12 classes, the Instructor has the right to retain such position at the school.
- b. If a school has more than 12 classes, the 12 class full-time position(s) will be assigned to the instructor(s) who holds the most number of classes from the previous school year, first. The remaining classes will be assigned as top up classes in combination with other classes from another school or schools.
- c. If an instructor loses their full-time position (12 classes) due to declining enrollment and does not wish to accept less than full-time hours (equivalent to 12 classes) or travel to another school for top-up, the Board will consult with the Union to finalize the staffing process.

Adjustments, through the school year, may be required in accordance with the student enrollment.

## 15.06 Job Postings and Vacancies During the School Year

### A. Permanent Vacancies

All permanent vacancies shall be posted for five (5) working days. The job posting shall set forth the job responsibilities, qualifications, start date, the worksite and the daily rate of pay.

### B. Temporary Vacancies

In the event of additional temporary hours at a worksite during the school year, the temporary hours will be assigned to employees at that worksite subject to seniority and scheduling restrictions to allow the employees to top up to 12 classes; or failing such, the posting mechanism will be accessed. Where the temporary vacancy is expected to last for less than six (6) months, the Board may assign a supply employee. Scheduling restrictions will be fair and reasonable.

An employee who has been selected and fills a vacancy may not apply to fill any other vacancy within the current school year (September – August) unless it represents a promotion or increase of hours. This provision shall not apply to those employees assigned to more than one location who wish to work in one school.

### C. Selections

Positions shall be awarded to the most senior permanent applicant, who meets the minimum qualifications as stated in the job posting;

Any applicants previously deemed qualified for a position will not be interviewed for lateral moves.

If none of the existing permanent employees are qualified to fill a vacancy, the Board shall consider supply applicants.

15.07 If an instructor is assigned to a position outside of the bargaining unit for a period of less than one school year, then the instructor shall continue to be covered by the terms of the collective agreement during the temporary assignment.

15.08 The Board shall notify the Union when the following staffing issues occur:

- hiring;
- layoffs;
- recalls;
- filling of vacancies;
- all transfers; and
- retirements, resignations and terminations of employment

## **Article 16 – BENEFITS**

16.01 The Board shall contribute on behalf of its employees as required by the Ontario Municipal Employee's Retirement System (Basic Plan). See Appendix A (OMERS Contributory Earnings).

16.02 WSIB TOP-UP

In the event that an employee's absence qualifies them for WSIB benefits, full wages will continue to be paid without deduction to sick leave. The top-up amount will be to a maximum of four (4) years and six (6) months.

## **Article 17 – TECHNOLOGICAL CHANGE**

17.01 The Board agrees to notify the Union in advance, of any technological changes which would result in the loss of employment or layoff of any employee in the bargaining unit. The Board also agrees to discuss with the Union practical ways and means of minimizing the effect upon the employees concerned prior to layoff.

Any training required as a result of a technological change will be provided by the Board.

## **Article 18 – MISCELLANEOUS**

18.01 The Union may use Board facilities up to once per month for Union business at no cost to the Union.

18.02 Employment files maintained in the Human Resources Department shall be the only documents used in making any determination regarding any employee's employment. Access to an employment file may occur once per school year at a mutually convenient time. Any copies of documents contained in the employment file must be made at the employee's own expense.

18.03 Documents of a disciplinary nature shall not be placed in an employee's file without the employee's knowledge; Any records of discipline and/or letters of expectation shall remain in the personnel file for no longer than twenty-four (24) months. Any issues that the board considers egregious shall be retained beyond the two (2) year period. The Board will notify the Union of any records of discipline and/or letters of expectation retained beyond the twenty-four (24) months.

18.04 The Board shall provide space on a bulletin Board, in each school where the extended day program is taught, accessible to the International Language instructors and upon which the Union shall have the right to post notices related to Union business. Notices shall be subject to approval by the Manager of Human Resources.

18.05 All correspondence between the Board and the Union arising out of this Agreement, or incidental thereto, shall pass to and from the Manager of Human Resources or designate and the President of the Union.

18.06 If an employee uses the employee's vehicle on Board business as authorized by the employee's supervisor, the employee will be reimbursed as per Board policy. Employees required to travel from work site to work site shall be paid a mileage allowance as specified above for the distance from work site to work site.

#### 18.07 Courier

Union representatives are entitled to distribute union literature through the use of the Board's courier system to all members of the Union. Union literature shall not be in any way disparaging to the Board and its management.

#### 18.08 Work Site Access

The president or Vice President of the Union will be given access to worksites to meet with employees covered by this collective agreement during their meal or other scheduled breaks whether paid or unpaid. Where this occurs the Union will provide the Principal with 48 hours notice by mail.

#### 18.09 Seniority Tie Breakers

In the event that two employees have the same seniority date, a lottery will be held annually prior to the staffing process, with the representative of the Board and the Union President or Vice President in attendance. Such tie breakers shall be in effect for the entirety of the following school year.

#### 18.10 Job Descriptions

Within sixty (60) days of ratification of this Agreement, the Board shall provide to the Union copies of job descriptions for all bargaining unit positions for 5476. Any changes that have occurred since the job descriptions were last sent to the Union shall be highlighted. All approved job descriptions shall be posted to the Board's CUPE 5476 conference site.

#### 18.11 Accommodation/Return to Work

An employee unable to perform their normal work duties and requiring an accommodation by the Board shall inform the Board of such a request. Any request shall be supported by medical documentation in accordance with Appendix C in the Central terms. Assignment to alternate duties or any other accommodation will be undertaken by the Board in compliance with the Ontario Human Rights Code and or any other applicable Act or Statute. Offers of work place accommodation to bargaining unit employees shall not be unreasonably refused.

Due to the unique complexities of the individual employee's file or as requested by the employee, a return to work meeting will be arranged with all parties.

The Union President (or designate) shall be notified of any employees with workplace accommodations. An employee declining or waiving the sharing of such information with the Union shall be put in writing to the Union and the Board.

The Board and the Union agree to cooperate in facilitating the return to work of employees with injuries or disabilities.

The Board and the Union further agree that ongoing and timely communication by all participants in the process is essential to the success of this process.

#### 18.12 Performance Evaluation

Employees shall be given at least five (5) days advance notice of a performance evaluation. No employee shall be evaluated by another bargaining unit employee and no employee will be required to evaluate his/her own performance.

Before an evaluation is placed in an employee's file, the employee may append comments to the evaluation.

#### 18.13 Job Evaluation Committee

Within 90 days of ratification of the local collective agreement the parties agree to meet to discuss issues regarding Joint Job Evaluation.

- a) When the duties of the classification are materially changed during the term of this Collective Agreement, the rate of pay for the classification shall be determined in accordance with the Terms of Reference of the Joint Job Evaluation Committee Local 5476.
- b) When a new classification is established, the rate of pay shall be determined in accordance with the Terms of Reference of the Joint Job Evaluation Committee Local 5476.

### **Article 19 – DISTRIBUTION OF AGREEMENT**

19.01 The Board shall issue an electronic copy of this agreement to each International Language instructor in its employ.

### **Article 20 – DURATION OF AGREEMENT**

20.01 This agreement shall be in effect from September 1, 2022 and shall continue in full force up to and including August 31, 2026 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing, within 90 days prior to the expiration date, as to its desire to negotiate with a view to renewal with or without modification, of this Agreement. If notice is given, the parties shall meet within 15 days from giving of notice or unless otherwise mutually agreed upon.

### **Article 21 - NOTIFICATION – NAMES**

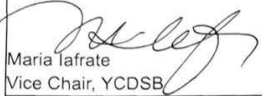



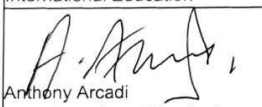

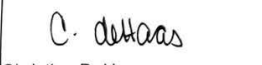


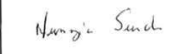

For purpose of sending notices herein, the following shall be the addresses of respective parties:

Superintendent of Human Resources  
 York Catholic District School Board - Catholic  
 Education Centre  
 320 Bloomington Road  
 Aurora, Ontario  
 L4G 0M1

President  
 CUPE L5476  
 80 Commerce Valley Drive East  
 Markham, Ontario  
 L3T 0B2

**Memorandum of Settlement**  
**Between**  
**York Catholic District School Board**  
**(the Board)**  
**and**  
**Canadian Union of Public Employees and its Local 5476**  
**(the Union)**

DATED AT Thornhill, ON the 17th day of January, 2023.

For the Board:	For the Unit and Agents of the Bargaining Unit
 Maria Iafrate Vice Chair, YCDSB	 Janette Krajci National CUPE Representative
 Michael Gray Superintendent of Human Resources & International Education	 Luca Buiani President, CUPE 5476
 Anthony Arcadi Superintendent of Curriculum and Assessment	 Maria Rita Romualdi Negotiating Team Member
 Christine DeHaas Continuing Education Principal	 Franca Tucciarone Negotiating Team Member
 Cheryl Kennedy Manager of Human Resources	 Nunzia Surdo Negotiating Team Member
 Suzanne Alonzi Coordinator, Human Resources	



## **LETTERS OF UNDERSTANDING**

### **#1 Professional Development**

The YCDSB and CUPE 5476 have jointly agreed to a philosophy which encourages professional development for all members. To this end, the Board, will in service the bargaining unit employees, as required, in consultation with the Union. Issues of professional development shall be addressed through the Labour Management Committee as per Article 6 of the Collective Agreement.

It is agreed that this professional development committee will meet after ratification to review professional development issues and make recommendations for upcoming professional development opportunities.

Mutually agreed upon items will be forwarded to the appropriate Board personnel for implementation.

### **#2 Supervision**

Effective January 1, 2009 each International Language Instructor shall be paid an additional 15 minutes per day to assist with the general supervision of students. The 15 minutes per day (75 minutes per week) are to be scheduled according to the needs of the school.

General Supervision will, where possible, be assigned in a fair and equitable manner as follows:

- Equitable distribution of on call and indoor recess assignment within the International Language Instructor's hours of work;
- Up to 75 minutes per week;
- Not to exceed 20 minutes per day

Within sixty (60) days of ratification of this Collective Agreement, and thereafter every August, the Board will communicate to Principals, through a system memo, contractual obligations and rights regarding supervision for CUPE 5476 members

### **#3 Protected Complement**

The parties agree that in accordance with Letter of Understanding #3 of the Central Collective Agreement, the FTE number (excluding temporary, casual and/or occasional positions) as of-December 19, 2022, the date of central ratification, is 22.40.

- International Language Instructors: 21.90 FTE;
- Lead International Language Instructor: 0.5 FTE.
- TOTAL = 22.40 FTE

### **#4 Contracting Out**

The parties agree to the following understanding regarding contracting in/contracting out: YCDSB is committed to open communication and a transparent process in regard to

the contracting out of work that may be considered bargaining unit work. No bargaining unit work shall be contracted out without prior consultation with the union.

## **#5 Staffing Process**

The Board shall provide the opportunity for the Union President to review the International Language Instructor Extended Day staffing, prior to commencement of the Staffing Process. Adjustments made to staffing will be reviewed by Human Resources and the Union President by the end of September each year.

## **LETTER OF INTENT #1 - Amalgamations**

In the event the Board merges or amalgamates with another board in which the Employees therein are represented by another union, the Board shall make all reasonable efforts to ensure that the representation rights and the status quo of CUPE, Local 5476, shall be maintained until a final determination is made under the Ontario Labour Relations Act as to the proper representation of the combined group.

## **LETTER OF INTENT #2 – Parent Interviews**

In recognition of participation in Parent interview evenings, International Language Instructors may be provided lieu time as determined by the Board.

### **LETTER OF INTENT #3 - Split Shifts**

The Board commits to the life of the Collective Agreement, no split shifts will be implemented.

## **LETTER OF INTENT #4 – Attendance Support Program**

The Attendance Support Program is non-disciplinary. Throughout the Board's Attendance Support Program, bargaining unit employees will be notified in writing of their right to request local union representation. The Union will be notified in writing of any employees entering into the Attendance Support Program.

## **LETTER OF INTENT #5 – Unpaid Lunch Period**

Where employees work more than four (4) hours per day and where possible and practical, the Board will provide a 30 minute unpaid uninterrupted lunch period.

## **LETTER OF INTENT #6 – Health and Safety**

The parties to the collective agreement are committed to ensuring for healthy workplaces that foster safe work practices that are in compliance with the *Occupational Health and Safety Act* (<https://www.ontario.ca/laws/statute/90o01>).

As part of this joint commitment, CUPE Local 5476 has representation on the Joint Health and Safety Committee. Time spent attending Joint Health and Safety Committee Meetings with the Board will be considered work hours with no loss of earnings or benefits.



## **APPENDIX A - OMERS – DEFINITION OF CONTRIBUTORY EARNINGS (FOR INFORMATION ONLY AND NON GRIEVABLE)**

The following definition of contributory earnings under the OMERS pension plan is provided for information purposes only and is non grievable. The parties will continue to be bound by any and all amendments to the OMERS pension plan.

Contributory earnings must include all regular recurring earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;

Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);

- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (for example, flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP) the balance of the extension period becomes unpurchaseable service;
- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);

- Ongoing taxable payments to pay for costs (for example, educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings;
- Payments or unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

## **APPENDIX B - LIABILITY INSURANCE COVERAGE**

Bargaining-unit employees performing their professional duties and obligations within the scope of their employment, shall be covered by the Board's insurance provider through the Ontario School Boards' Insurance Exchange (OSBIE).

Each school year, the Board shall post on the Board's intranet site CUPE 5476 conference site a presentation highlighting the Board's insurance policy that may be accessed by bargaining-unit employees.

Hr/cope491  
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