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# Collective Agreement

*Between*

Canadian Union of Public Employees and its Local 1628

*and*

Peel District School Board

**September 1, 2022 – August 31, 2026**  
**(Salary Grids updated as of June 7, 2024)**

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# Table of Contents

## CUPE – PART A: CENTRAL TERMS

<b>C1.00</b>	<b>STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT .....</b>	<b>8</b>
C1.1	Separate Central and Local Terms .....	8
C1.2	Implementation .....	8
C1.3	Parties .....	8
C1.4	Single Collective Agreement .....	8
<b>C2.00</b>	<b>DEFINITIONS.....</b>	<b>8</b>
<b>C3.00</b>	<b>LENGTH OF TERM/NOTICE TO BARGAIN .....</b>	<b>9</b>
C3.1	Term of Agreement .....	9
C3.2	Term of Letters of Agreement/Understanding.....	9
C3.3	Amendment of Terms.....	9
C3.4	Notice to Bargain .....	9
<b>C4.00</b>	<b>CENTRAL DISPUTE RESOLUTION PROCESS .....</b>	<b>10</b>
C4.1	Statement of Purpose.....	10
C4.2	Parties to the Process .....	10
C4.3	Meetings of the Committee .....	10
C4.4	Selection of Representatives .....	10
C4.5	Mandate of the Committee.....	11
C4.6	Role of the Central Parties and Crown .....	11
C4.7	Referral of Disputes .....	12
C4.8	Carriage Rights.....	12
C4.9	Responsibility to Communicate .....	12
C4.10	Language of Proceedings.....	12
C4.11	Definition of Dispute.....	12
C4.12	Notice of Disputes .....	12
C4.13	Referral to the Committee.....	13
C4.14	Timelines.....	13
C4.15	Voluntary Mediation /Expedited Meditation .....	14
C4.16	Arbitration .....	15
<b>C5.00</b>	<b>BENEFITS.....</b>	<b>15</b>
C5.1	Eligibility and Coverage.....	16
C5.2	Funding .....	16
C5.3	Cost Sharing .....	16
C5.4	Full-Time Equivalent (FTE) and Employer Contributions.....	16
C5.5	Payment in Lieu of Benefits.....	17

C5.6	Benefits Committee .....	17
C5.7	Privacy.....	17
<b>C6.00</b>	<b>SICK LEAVE .....</b>	<b>17</b>
C6.1	Sick Leave/Short Term Leave and Disability Plan .....	17
<b>C7.00</b>	<b>CENTRAL LABOUR RELATIONS COMMITTEE.....</b>	<b>23</b>
C7.1	Preamble.....	23
C7.2	Membership .....	23
C7.3	Co-Chair Selection.....	23
C7.4	Meetings.....	23
C7.5	Agenda and Minutes.....	24
C7.6	Without Prejudice or Precedent.....	24
C7.7	Cost of Labour Relations Meetings.....	24
<b>C8.00</b>	<b>CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES.....</b>	<b>24</b>
<b>C9.00</b>	<b>ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS .....</b>	<b>24</b>
<b>C10.00</b>	<b>CASUAL SENIORITY EMPLOYEE LIST.....</b>	<b>24</b>
<b>C11.00</b>	<b>UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING .....</b>	<b>25</b>
<b>C12.00</b>	<b>STATUTORY LEAVES OF ABSENCE/SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) .....</b>	<b>25</b>
C12.1	Family Medical Leave or Critical Illness Leave .....	25
	Supplemental Employment Benefits (SEB) .....	25
<b>C13.00</b>	<b>MERGER, AMALGAMATION OR INTEGRATION .....</b>	<b>26</b>
<b>C14.00</b>	<b>SPECIALIZED JOB CLASSES .....</b>	<b>26</b>
<b>C15.00</b>	<b>PROFESSIONAL ACTIVITY DAYS .....</b>	<b>26</b>
<b>APPENDIX A</b>	<b>.....</b>	<b>27</b>
<b>APPENDIX B</b>	<b>.....</b>	<b>28</b>
	Sick Leave Credit-Based Retirement Gratuities (where applicable) .....	28
	Other Retirement Gratuities .....	28
<b>APPENDIX C - MEDICAL CERTIFICATE.....</b>		<b>29</b>
<b>LETTER OF UNDERSTANDING #1 .....</b>		<b>33</b>
	Re: Status Quo Central Items .....	33
<b>LETTER OF UNDERSTANDING #2 .....</b>		<b>34</b>
	Re: Status Quo Central Items and Items Requiring Amendment and Incorporation .....	34
<b>LETTER OF UNDERSTANDING #3 .....</b>		<b>37</b>
	Re: Job Security: Protected Complement.....	37
<b>LETTER OF UNDERSTANDING #4 .....</b>		<b>39</b>
	Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference .....	39
<b>LETTER OF UNDERSTANDING #5 .....</b>		<b>41</b>
	Re: Sick Leave .....	41
<b>LETTER OF UNDERSTANDING #6 .....</b>		<b>42</b>
	Re: Central Labour Relations Committee .....	42
<b>LETTER OF UNDERSTANDING #7 .....</b>		<b>43</b>
	RE: List of Arbitrators.....	43
<b>LETTER OF UNDERSTANDING #8 .....</b>		<b>44</b>
	Re: Children’s Mental Health, Special Needs, and Other Initiatives .....	44

**LETTER OF UNDERSTANDING #9 ..... 45**  
Re: Provincial Working Group – Health and Safety ..... 45

**LETTER OF UNDERSTANDING # 10..... 46**  
RE: Ministry Initiatives Committee ..... 46

**LETTER OF UNDERSTANDING #11 ..... 47**  
RE: Bereavement Leave ..... 47

**LETTER OF UNDERSTANDING #12 ..... 48**  
RE: Short Term Paid Leave..... 48

**LETTER OF AGREEMENT # 13..... 49**  
RE: Learning and Services Continuity and Absenteeism Task Force ..... 49

## **PART B – LOCAL AGREEMENT BETWEEN:**

Canadian Union of Public Employees, Local 1628 & Peel District School Board

### **ARTICLE**

### **NUMBER DESCRIPTION**

### **PAGE**

I	Definitions	51
II	Purpose	53
III	Recognition	54
IV	Union Executive & Grievance Committee	55
V	Union Security	57
VI	Management Rights	59
VII	Grievances	60
VIII	Arbitration	63
IX	No Strikes, No Lockouts	64
X	Job Posting	65
XI	Probationary Period	69
XII	Seniority	70
XIII	Hours of Work and Overtime	77
XIV	Sick Leave	80
XV	Leaves of Absence	81
XVI	Fringe Benefits	83
XVII	Retirement Allowance	84
XVIII	Vacations	85
XIX	Paid Holidays	87
XX	Health and Safety	88
XXI	Salaries	89
XXII	General	90
XXIII	Part-Time Employees Additional Hours List	91
XXIV	No Discrimination	93
XXV	Professional Development	94
XXVI	Joint Modified Work Committee	95
XXVII	Duration and Termination	96
XXVIII	Labour Management Committee	97
	Schedule "A" Salary Schedule	99
	Notation Re: Temp. Employees & Assist. Office Manager Allowance	103
	Letter of Understanding #1 Re: Assistant Officer Manager, Secondary Allowance	104
	Letter of Understanding #2 Re: CUPE 1628 Floaters	105
	Letter of Understanding #3 Re: Job Descriptions	106
	Letter of Understanding #4 Re: OMERS Contributory Earnings	107
	Letter of Understanding #5 Re: Contracting Out	109
	Letter of Understanding #6 Re: Hours of Work	110
	Letter of Understanding #7 Re: Short Term Paid Leave	111
	Indigenous Employees	
	Letter of Intent #1 Re: December Holiday Season Shutdown	112
	Letter of Intent #2 Re: Joint Training Committee	113
	Letter of Intent #3 Re: 1) Leaves Policy & 2) Continuation of Benefits	114

Letter Re: Streamlining Committee	115
Historical Collective Agreement Language	120

## **PART A**

### **AGREEMENT BETWEEN:**

The Ontario Public School Boards' Association  
(hereinafter referred to as "OPSBA")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(hereinafter referred to as "The Union")

September 1, 2022 to August 31, 2026

## **APPENDIX I**

### **CUPE – PART A: CENTRAL TERMS**

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

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

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

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

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

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

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

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

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

#### **C2.00 DEFINITIONS**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The mandate of the Committee shall be as follows:

a. Dispute Resolution

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

b. Not Adjudicative

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

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

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

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

b. The Crown shall have the following rights:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **C5.00**

#### **BENEFITS**

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

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

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

Post Participation Date, the following shall apply:

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

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

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

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

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

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

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

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

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

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



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

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

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

**C5.6 Benefits Committee**

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

**C5.7 Privacy**

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

**C6.00 SICK LEAVE**

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

**Definitions:**

The definitions below shall be exclusively used for this article.

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

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

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

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

**“Casual Employees”** means,

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

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

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

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

**a) Sick Leave Benefit Plan**

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

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

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

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

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

than a full year will be allocated eleven (11) sick days payable at one hundred percent (100%) reduced to reflect the proportion the long-term supply assignment bears to the length of the regular work year for the position.

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

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

**d) Eligibility and Allocation**

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

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

**Permanent Employees**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**g) Graduated Return to Work**

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

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

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

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

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

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

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

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

## **h) Proof of Illness**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**k) Top-up Provisions**

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

This top-up is calculated as follows:

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

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

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

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

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

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

**C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

**C7.1 Preamble**

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

**C7.2 Membership**

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

**C7.3 Co-Chair Selection**

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

**C7.4 Meetings**

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

#### **C7.5 Agenda and Minutes**

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

#### **C7.6 Without Prejudice or Precedent**

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

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

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

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

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

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

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

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

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

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



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

### **Negotiations Committee**

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

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

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

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

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

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

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

- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

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

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

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

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

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

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

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

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

## APPENDIX A

<b>Name of Board where Dispute Originated:</b>			
<b>CUPE Local &amp; Bargaining Unit Description:</b>			
<b>Policy</b>	<b>Group</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>	<p>_____</p>	
<p><b>Health Care Professional: The following information should be completed by the Health Care Professional</b></p>		
<p>First Day of Absence: _____</p>		

General Nature of Illness* ( <i>please do not include diagnosis</i> ):				
Date of Assessment: <b>dd      mm      yyyy</b>		No limitations and/or restrictions <input type="checkbox"/>  Return to work date: <b>dd                  mm                  yyyy</b>  <b>For limitations and restrictions, please complete Part 2.</b>		
<b>Health Care Professional, please complete the confirmation and attestation in Part 3</b>				
<b>PART 2 – Physical and/or Cognitive Abilities</b> <b>Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings. (<i>please complete all that is applicable</i>)</b>				
<b>PHYSICAL (if applicable)</b>				
<b>Walking:</b> <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> ):	<b>Standing:</b> <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> ):	<b>Sitting:</b> <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> ):	<b>Lifting from floor to waist:</b> <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> ):	
<b>Lifting from Waist to Shoulder:</b> <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> ):	<b>Stair Climbing:</b> <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> ):	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>Use of hand(s):</b>  <b>Left Hand</b>  <input type="checkbox"/> Gripping  <input type="checkbox"/> Pinching  <input type="checkbox"/> Other (<i>specify</i>):           </div> <div style="width: 45%;"> <b>Right Hand</b>  <input type="checkbox"/> Gripping  <input type="checkbox"/> Pinching  <input type="checkbox"/> Other (<i>specify</i>):           </div> </div>		
<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of ( <i>please specify</i> ):	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> Ability to use public transit <hr style="width: 100%;"/> Ability to drive car	<div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Yes   <input type="checkbox"/> No         </div> <hr style="width: 100%;"/> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Yes   <input type="checkbox"/> No         </div>
<b>COGNITIVE (if applicable)</b>				
<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 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**

AGREEMENT BETWEEN:

THE PEEL DISTRICT SCHOOL BOARD  
(hereinafter referred to as "The Board")  
of the first part

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1628  
(hereinafter referred to as "The Union")  
of the second part

September 1, 2022 to August 31, 2026

## ARTICLE I - DEFINITIONS

- 1.01 “Board” means The Peel District School Board.
- 1.02 “Employee” means an employee of the Board included in the bargaining unit defined in Article 3.01.
- 1.03 Whenever the gender-neutral (they/them) appears in this agreement it shall also mean all genders. In this Agreement, the pronouns “they/them/theirs” are used to denote gender neutral persons both singular and plural.
- 1.04 “Union” means the Canadian Union of Public Employees and Its Local 1628 as administered by Local 1628.
- 1.05 Full-time employees shall be those employees who are regularly scheduled to work more than 1300 hours per year.
- 1.06 a) “Temporary employee” or “temporary personnel” means an employee of the Board included in the bargaining unit defined in Article 3.01 who works on a casual basis; or in a temporary position created for a specified period of time; or on a casual or temporary basis to replace regular employees who are absent due to vacation, leaves of absence, Workers’ Compensation, or illness.
- 1.06 b) The following provisions of the local Collective Agreement shall not be applicable to such temporary employee/personnel unless otherwise provided for in this entire Agreement:
- |               |   |                      |
|---------------|---|----------------------|
| Article X     | - | Job Posting          |
| Article XI    | - | Probationary Period  |
| Article XII   | - | Seniority            |
| Article XIV   | - | Sick Leave           |
| Article XV    | - | Leaves of Absence    |
| Article XVI   | - | Fringe Benefits      |
| Article XVII  | - | Retirement Allowance |
| Article XVIII | - | Vacations            |
| Article XIX.1 | - | Paid Holidays        |
| Article XXII  | - | General              |

## ARTICLE I - DEFINITIONS (Continued)

- 1.06 c) Temporary employees/personnel shall work only when called in by the Board, at the discretion of the Board. Such employees may be laid off or discharged in the discretion of the Board, and such lay-off or discharge shall not be subject to grievance procedures under Article VIII.
- d) For the purposes of seniority, employees identified in 1.06 a) above, shall accrue seniority by date of hire.
- 1.07 a) The following provisions of the collective agreement shall not be applicable to office staff positions in the night school and summer school programs:
- |               |   |                      |
|---------------|---|----------------------|
| Article X     | - | Job Posting          |
| Article XI    | - | Probationary Period  |
| Article XII   | - | Seniority            |
| Article XIV   | - | Sick Leave           |
| Article XV    | - | Leaves of Absence    |
| Article XVI   | - | Fringe Benefits      |
| Article XVII  | - | Retirement Allowance |
| Article XVIII | - | Vacations            |
| Article XIX.1 | - | Paid Holidays        |
- b) Employees in such positions shall accumulate service credits for increment purposes, while continuously employed in such positions. Employees terminated from such a position and re-hired in a later term, shall commence at Step 0. However employees in such positions who also hold another position in the bargaining unit shall be paid at the Step applicable to their other position. Service in such positions in the night school and summer school program shall not count for increment purposes in any other position.

## ARTICLE II - PURPOSE

- 2.01 The general purpose of this Agreement is to maintain harmonious collective bargaining relations between employer and the employees, and to provide machinery for the prompt disposition of grievances, and to maintain mutually satisfactory working conditions, hours of work and wages for all employees covered by this Collective Agreement.

### ARTICLE III - RECOGNITION

3.01 The Board recognizes the Union as the sole and exclusive bargaining agent for all office, clerical, library technicians and Clerk Dispatchers of the Board, save and except supervisors, persons above the rank of supervisor, buyers, technical personnel; the immediate office staff of the Director of Education; the immediate office staff of the Human Resources Leads; the immediate office staff of the Executive Officer of Human Resources Support Services; the private assistants to the Central Office Superintendents\*, Controller of Learning Technologies Support Services, Controller of Facilities & Environmental Support Services, Controller of Planning & Accommodation Support Services, Executive Lead of Public Engagement & Communications, Controller of Finance Support Services, Controller of Corporate Support Services, Executive Lead of Human Rights, Legal and Governance Services, to the Manager of Finance/Chief Accountant, to the Internal Auditor, to the Manager of Employee and Labour Relations, to the Chair of the Board; employees covered under a subsisting collective agreement, students employed on a co-operative basis, and students employed during the school vacation period.

- \* Central Office Superintendents are defined as:  
Superintendent of Curriculum, Instruction & Assessment  
Superintendent of Special Education, Social Emotional Learning & Well-Being  
Superintendent of Leadership, Capacity Building and School Partnerships  
Superintendent of Safe and Caring Schools  
Superintendent of Equity, Indigenous Education, School Engagement & Community Relations  
Superintendent of Innovation and Research

#### ARTICLE IV - UNION EXECUTIVE & GRIEVANCE COMMITTEE

- 4.01 The Board recognizes that the Union may appoint a maximum of thirteen (13) employees of the Board as Stewards, at least one from each field office district and at least one from the Central Board Office, and one of whom shall be designated as Executive Steward, to form a Grievance Committee, the duties of which are outlined in Article VII. It is understood and agreed that no more than one employee shall be appointed as a Steward from any school, field office, or Central Board Office department.

The Board further recognizes the Union may appoint a Negotiating Committee of not more than a total of ten (10) employees of the Board.

- 4.02 a) It is understood that any committee or executive member has their regular work to perform and that if it is necessary to deal with matters arising out of this Agreement during working hours they will not leave their work without first obtaining the written permission (oral permission in emergency situations with follow up written permission) of the Executive Officer of Human Resources Support Services or designate and shall report to their supervisor or applicable school official at the time of their leaving and returning to work. Such permission shall not be unreasonably withheld. The supervisor and applicable school official shall record the leaving and returning time of members absent for Union business. The Union will be responsible for reimbursing the Board for time off on Union business at the individual's applicable rates unless otherwise stipulated in this Agreement.
- b) Notwithstanding the above, the Union will not be responsible for reimbursing the Board for the first (1<sup>st</sup>) one hundred and twenty-five (125) days utilized per contract year.

- 4.03 The Union shall keep the Board informed of the names and areas of responsibility of its executive and committee members. The effective date of appointment shall be included in such notifications.

4.04 Names of Stewards

The Union shall notify the Board, in writing, of the name and location of each Steward and the name of the Executive Steward before the Board shall be required to recognize them.

#### ARTICLE IV - UNION EXECUTIVE & GRIEVANCE COMMITTEE (Continued)

- 4.05 In negotiations for a new or renewal Collective Agreement, each of the parties shall be represented by a committee of not more than ten (10) individuals, exclusive of a chief spokesperson. The parties shall confirm with each other, in writing, the names of the representatives and any substitutions which may be made from time to time.

When meetings with the Board's Negotiating Committee are held during regular working hours of an employee who is a member of the Negotiating Committee, such employee shall be released from their work assignment without loss of pay or any other benefits under the Collective Agreement. Time spent in negotiations shall be considered time worked exclusive of any overtime provisions. All bargaining days up to the conciliation process shall be paid for by the Board and shall not be deducted from Union release time as per Article 4.02 b).



## ARTICLE V - UNION SECURITY

- 5.01 The Board shall deduct Union dues from each pay of each employee, and remit the sum deducted together with a list of employees from whom this pay deduction is made by the 15<sup>th</sup> of the month following. Such list shall include the following information: Name, Employee number, Earnings for the period, Amount of dues deducted, Year to Date dues, Overtime earnings, and FTE. The Union shall notify the Board in writing of the amount of such dues from time to time.
- 5.02 The Board agrees to insert on the T-4 slips given to each employee the amount of dues deducted each year.
- 5.03 No member of the bargaining unit having completed probation, and classified as a permanent employee as per Article 12.03 shall be terminated, nor for a period of one (1) year, be demoted or suffer any loss of salary as a result of the Board contracting out work or services which are performed by members of the bargaining unit.

After this period of one (1) year the employee will be paid the maximum salary for the services they are performing.

- 5.04 In the event the Board is considering any future contracting out that would result in the displacement of CUPE Local 1628 members, the Board agrees to consult with the Union in advance of any final decision being made.

This consultation will consist of meeting(s) of a Committee consisting of three (3) representatives for the Board and three (3) representatives of the Union. Any relevant information related to the decision to contract out will be provided at this meeting.

Suggestions from this Committee will be provided to the Director's Office who will consider them prior to a final decision being made by the Board.

- 5.05 The Board shall provide all newly hired employees with such information regarding the Union as the Board and the Union may agree is appropriate.
- 5.06 Where a group orientation session is held for new employees, a Union representative will be invited and be placed on the agenda in order to give the Union representative an opportunity to speak to the new employees in attendance. The Employer shall provide notice to the Union at the same time that the new hires are advised of the group orientation session.
- 5.07 Where a sign on session is scheduled to meet with a new employee(s), the Union President will be invited at the same time as the new hire(s). The Employer shall provide notice to the Union President at the same time that the new hire(s) are advised of a sign-on session.

## ARTICLE V - UNION SECURITY (Continued)

- 5.08 The Board will provide a Board location to the union for the purpose of holding a ratification meeting and will not charge the union for any permit charges.
- 5.09 In the event a representative of the Union is required to meet with an employee covered by this Agreement, the Union Representative will have access to the employee at their worksite during any scheduled break period, provided they follow all sign-in procedures at the worksite.
- 5.10 The Union shall have the right to have the assistance of the National Representative of the Canadian Union of Public Employees and/or consultants (excluding legal counsel, unless mutually agreed) when meeting with the Employer in matters arising out of this Collective Agreement. The Union shall advise the Employer when the assistance of the National Representative of the Canadian Union of Public Employees and/or consultants (excluding legal counsel, unless mutually agreed) has been requested.
- 5.11 The Board will endeavour to share information with the President of CUPE 1628, where relevant.

## ARTICLE VI - MANAGEMENT RIGHTS

- 6.01 The Union acknowledges that it is the exclusive function of the Board to hire, retire, promote, demote, lay-off, recall, transfer, and classify employees. It is also the right of the Board to discipline, suspend, and discharge any employee for just cause, provided that a claim by an employee that they have been discharged, suspended, demoted or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 6.02 The Union further recognizes the right of the Board to operate and manage its business in all respects. Without limiting the generality of the foregoing, these rights shall include the direction of the working force, the work schedules, the methods and processes used, the right to decide on the number of employees needed by the Board at any time, the right to determine the methods, machinery and equipment, and tools to be used. These are solely and exclusively the responsibility of the Board. The Board also has the right to make, alter, and enforce from time to time reasonable rules and regulations. The Board agrees to discuss the same with the Union and in no event shall such rules and regulations be inconsistent with the expressed provisions of this Agreement.
- 6.03 None of the rights set forth in this Article will be exercised in a manner inconsistent with the provisions of this Agreement.

## ARTICLE VII - GRIEVANCES

### 7.01 Definitions

The following definitions shall apply in this Article:

- a) A "Grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- b) In this Article, "days" shall mean working days unless otherwise indicated.
- c) A "supervisor" shall mean Principal, Manager, Supervisor or appropriate Superintendent, whichever is the immediate supervisor of the complainant.

- 7.02 It is the mutual desire of the parties hereto that complaints by employees be adjusted as quickly as possible and it is understood that an employee has no grievance until they have first given their immediate supervisor an opportunity to adjust their complaint. If an employee has a complaint, they shall discuss it with their immediate supervisor within ten (10) working days after the employee becomes aware or would reasonably be expected to have become aware of the circumstances giving rise to the complaint. The employee may be assisted by a member of the grievance committee if the employee so desires, when discussing the matter with their immediate supervisor. Their immediate supervisor will, within ten (10) working days of having been made aware, by the employee, of their complaint, advise the employee of the supervisor's decision regarding the complaint. The employee may then within ten (10) working days of receiving their immediate supervisor's decision, take the matter up as a grievance in the following manner and sequence.

#### Step No. 1

The Union will present the alleged grievance to the Employee and Labour Relations Department in writing, in a form which shall include:

- (1) the nature of the grievance;
- (2) the remedy sought;
- (3) the Article(s) of this Agreement alleged to have been violated.

A member of the Grievance Committee will present the grievance. The Manager of Employee and Labour Relations or designate shall convene a meeting with the appropriate Board officials, including the appropriate Supervisor, if required, the grieving employee, the Union's Grievance Committee, and such others as they require within ten (10) working days following the presentation of the grievance to them. The decision, in writing, to the Grievance Committee shall be rendered within (10) working days following the above meeting 7.02.

## ARTICLE VII - GRIEVANCES (Continued)

### Step No. 2

If the Union is not satisfied with the decision rendered at Step No. 1, they may, within ten (10) working days thereafter, submit the grievance, in writing, to the Manager of Employee and Labour Relations. The Manager of Employee and Labour Relations or designate shall convene a meeting with the appropriate Superintendent or designate, the grieving employee, the Union Grievance Committee with the assistance of a representative of the National Union, if required and such others as they require within ten (10) working days following the presentation of the grievance to them. The decision, in writing, to the Union Grievance Committee shall be rendered within ten (10) working days following the above meeting.

### Step No. 3

If the Union, is not satisfied with the decision rendered at Step No. 2, the Union, may within ten (10) working days, submit the grievance to the Board's Grievance Committee through the Executive Officer Human Resources Support Services. The Union Grievance Committee will prepare and present the grievance, with the assistance of a representative of the National Union if required. The Board's Grievance Committee may meet within fifteen (15) working days to deal with such grievance. If a meeting is held, the grievor shall be entitled to attend this meeting. The Board's Grievance Committee shall render its decision in writing to the Union Grievance Committee within ten (10) working days following the meeting or in the absence of a meeting within twenty (20) days of receipt of the grievance.

### Step No. 4

If the Union, is not satisfied with the decision rendered in Step No. 3, the Union may, through the Union Grievance Committee within fifteen (15) working days refer the matter to Arbitration in accordance with the procedure set out hereunder in Article VIII.

- 7.02 The time limits mentioned in the grievance or arbitration procedure may be extended by the consent of the parties. Where no such agreement has been made or where the agreed extension has expired, the Union may proceed to the next step of the procedure if the appropriate Board official exceeds the time allowed for the official to act. The Board may consider a grievance abandoned if the Union exceeds the time allowed for the Union to act.
- 7.03 A grievance arising directly between the Board and the Union (i.e. a policy grievance) shall be initiated by either party commencing with Step No. 2 of the

## ARTICLE VII - GRIEVANCES (Continued)

grievance procedure within ten (10) working days of the occurrence complained of.

- 7.04 If the Board has a grievance against the Union it shall submit such grievance to the Union through the President of the Union, within ten (10) working days of the occurrence complained of. A meeting shall be held between the Board and the Union within ten (10) working days of the submission of the grievance. If a mutually agreeable solution cannot be reached at such a meeting, then the Board may refer the matter to Arbitration by notice in writing to the Union within fifteen (15) working days following such a meeting.
- 7.05 A grievance relating to Article X - Job Posting may commence with Step No. 2 of the Grievance Procedure within ten (10) working days of the occurrence complained of. The employee will submit their grievance to the Manager of Employee and Labour Relations. The appropriate Superintendent, the Supervisor responsible for the decision to hire and the Employee and Labour Relations Partner will attend the Step No. 2 meeting. A position, which is the subject of a grievance under this Article 7.05, shall not be filled until such time as the Step 2 decision has been made. Any documentation related to the job posting grievance (resumes, interview questions/answers and reference checks for the grievor and successful applicant) shall be provided to the Union with the written response to the Step 2 grievance.
- 7.06 A grievance relating to the termination of an employee shall commence with Step No. 3 of the Grievance Procedure within ten (10) working days of the occurrence complained of.
- 7.07 Saturdays, Sundays and holidays as per Article XIX will not be counted in determining the time in which any action can be taken under the Grievance or Arbitration Procedures.
- 7.08 At a meeting in which an employee is discharged or suspended, two (2) members of the Union Executive may be present. At any other meeting at which a supervisor plans to discipline an employee, a Union Steward or a member of the Union Executive shall be present.
- 7.09 Human Resources shall notify the Union when an employee is being assigned to home or to another location.
- 7.10 The Union shall receive a copy of any written disciplinary action within three (3) working days.

In the event the Union does not receive such a copy within three (3) working days and if a grievance is to be filed, the time limits in the next step of the grievance

## ARTICLE VII - GRIEVANCES (Continued)

procedure shall be extended to equally compensate for any delay of the receipt of the copy of the disciplinary action.

## ARTICLE VIII – ARBITRATION

- 8.01 Both parties of this Agreement agree that any dispute or grievance concerning the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure within the time limits outlined in Article VII above, and which has not been settled, will be referred to arbitration at the request of either of the parties hereto.
- 8.02 No person may be appointed as an arbitrator who has been involved in an attempt to settle a grievance or alleged violation.
- 8.03 Within ten (10) working days of the request by either party for arbitration, each party shall notify the other of their suggested arbitrator(s).
- 8.04 Should the Board and the Union fail to agree on an arbitrator within twenty (20) working days of the notification mentioned in 8.03 above, either party may ask the Minister of Labour of the Province of Ontario to nominate an arbitrator.
- 8.05 The decision of the arbitrator shall be binding on both parties.
- 8.06 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for the existing provisions.
- 8.07 The parties to this Agreement will equally share the expenses of the arbitrator and the proceedings.
- 8.08 Notwithstanding the above, a Board of Arbitration comprised of one person appointed by the Board, one person appointed by the Union and a third person to act as Chair chosen by the other two members of the Board of Arbitration may be proposed by either party and, if the parties reach such agreement, then the Arbitration will proceed before the Board of Arbitration.

## ARTICLE IX - NO STRIKES, NO LOCKOUTS

9.01 The Board agrees that during the term of this Agreement there will be no lockout and the Union agrees that there will be no strike. Strike and lockout shall be as defined in the Ontario Labour Relations Act.



## ARTICLE X - JOB POSTING

10.01 a) In the event new jobs are created or vacancies occur in jobs which the Board intends to fill, the Board will post such new jobs or vacancies for a period of five (5) full working days. Such postings shall be numbered consecutively and the Board will send a copy of such postings to the Union at the time of posting. No outside advertisement shall be placed until present employees have had an opportunity to apply, except in the case of Level 1 positions for which there may be outside advertising simultaneously with internal posting. Where there are extenuating circumstances prior to a job posting closing date, an employee may phone and submit their application within twenty-four hours. Temporary vacancies shall be posted in accordance with Article 10.07.

The Board shall post vacancies on the electronic internal Job Board.

b) When the Board decides not to fill a vacancy under 10.01 a), the Board shall inform the Union within thirty (30) days of the position being vacated.

10.02 Job postings shall state the nature of the position, the skills, qualifications, and experience required for the vacancy, the hours of work, the start date, summary of duties, location, the salary and the title of the position to which the employee will be reporting. The Board will notify the Union regarding any changes in the posted required skills, qualifications, and experience from the previous job posting. The matter of qualifications is a decision of the employer which shall not be exercised in an arbitrary or discriminatory manner.

10.03 Employees will be given advance notice regarding transfers to other positions or locations.

10.04 a) When a job posting has closed, the Human Resources department shall refer the five (5) most senior applicants to the hiring Principal/Manager for an interview provided they have the required skills, qualifications, and experience required for the vacancy.

b) When the ability and qualifications of more than one applicant for the posted position are relatively equal, seniority shall be used as the determining factor by the Board.

c) When there are no qualified applicants from within the bargaining unit, for a posted position, the Board shall consider applications from temporary employees within the bargaining unit before considering external applicants.

d) When applicants for a posted position include employees in positions at the same school or location, the Human Resources department shall review the job application file prior to making the offer.

## ARTICLE X - JOB POSTING (Continued)

- 10.05 a) When temporary positions are created, which are in excess of the regular complement, the Board may hire temporary personnel to perform bargaining unit duties for a specific period of time. Such personnel may not be hired for a period to exceed four (4) months except by mutual consent between the Board and the Union.

Notwithstanding the above, the Board may hire temporary personnel to replace regular employees who are absent due to vacation, leaves of absence, illness, or Worker's Compensation.

- b) The Board shall provide the Union with a list, on a monthly basis, of all temporary employees who have worked more than fifteen (15) consecutive working days. Such lists shall include the employee's name, classification and location.

- 10.06 The Board will notify electronically each employee who has made an application for a job posting in accordance with this Article and who is unsuccessful, indicating the name of the successful candidate. The Board will post on the electronic internal Job Board announcing the name of the successful applicants for job postings. This paragraph shall not apply to postings provided for in paragraph 10.07 a).

### 10.07 Temporary Vacancies

- a) In the event that the Board is aware that there will be a temporary vacancy for a period of three (3) months or more or at the onset of a leave of absence, illness or accident, such temporary vacancy shall be posted for three (3) full working days within the location or department in which the job is located.
- i) Employees within the bargaining unit who are regularly employed at that location or department and who wish to be considered for the position so posted shall signify their desire by making written application in accordance with the provisions of the posting.
  - ii) When the required skills, qualifications, and experience of more than one such applicant for the posted temporary vacancy are relatively equal, seniority shall be used as a determining factor.
  - iii) If there are no candidates within the department or location concerned who have the required skills, qualifications and experience, the said temporary vacancy shall be posted for three (3) full working days at other locations.

## ARTICLE X - JOB POSTING (Continued)

### 10.07 Temporary Vacancies (Continued)

- iv) Employees regularly employed at other locations who wish to be considered for the position may then signify their desire by making written application in accordance with the provisions of the posting.
  - v) When required skills, qualifications and experience of more than one such applicant for the posted temporary vacancy are relatively equal, seniority shall be used as a determining factor.
  - vi) If there are no candidates who have the required skills, qualifications and experience, the said temporary vacancy shall be posted to temporary employees on Peel Absence Management (PAM).
- b) The vacancy resulting from the placing of the successful applicant in the posted temporary vacancy as well as any further vacancies created as a result thereof, may be filled by the Board without posting.
- c) It is understood and agreed that the successful applicant for a posted temporary vacancy shall have the right to return to the position held at the time the employee responded to the posting, provided however that nothing herein shall be read as restricting the Board's right to lay-off or reduce staff in accordance with the other provisions of this agreement.

10.08 Bargaining unit members will not be involved in the interview process for job postings involving other bargaining unit members.

10.09 An employee who is promoted to a position at a higher Level of the Salary Schedule, shall be paid at the lowest Step which provides at least an 8% increase in pay.

### 10.10 Acting Positions

- a) When an employee is temporarily appointed to a higher classification level, they shall be paid at the rate of that level commencing with the first full working day. Acting appointments may not be made as a direct result of absence due to vacation during the summer vacation period.
- b) Employees promoted to 'acting' positions in a higher rated classification or in a higher classification level shall be placed at the experience Step at which they realize at least an 8% increase in pay, in accordance with Article 10.09. Such employees shall progress to the six (6) month, twelve (12) month, and twenty-four (24) month rates, if they work continuously in the 'acting' assignment for the requisite period of time.

## ARTICLE X - JOB POSTING (Continued)

### 10.11 Non-Union Acting Positions

- i. The Board will inform the Union of any employee assigned to an Acting Position outside the bargaining unit.
- ii. In the event that a temporary vacancy occurs in a job that the Board intends to fill as a result of the Acting Assignment, it shall be posted in accordance with the Collective Agreement.
- iii. The employee may elect to return to their bargaining unit position at any point during their non-union acting assignment, subject to the employee providing sufficient reasons in writing to their supervisor for ending the assignment. The date of ending the assignment will be mutually agreed between the employee and the supervisor.
- iv. After two years in the non-union acting position, the Union member must return to their bargaining unit position or resign their bargaining unit position.
- v. If the employee chooses to give up their bargaining unit position, the employee will cease to be a member of CUPE 1628 and their position will be posted.
- vi. The two years may be extended, for exceptional circumstances, with the mutual agreement of the Board and the Union.

10.12 An employee, subject to their agreement, may be temporarily transferred within the bargaining unit for up to 3 months or longer provided that the Union receives notification from Human Resources in advance.

This Article 10.12 does not supersede the requirements of the job posting provisions of the Collective Agreement

10.13 Any employee who has been successful in a job competition must remain in the permanent position for a six (6) month period before applying for another position, unless they have the approval of the Executive Officer of Human Resources Support Services or designate. Notwithstanding the above, the employee may apply for a position in a higher or lower salary level, or permanent part-time employees may apply for permanent full-time positions.

## ARTICLE XI - PROBATIONARY PERIOD

- 11.01 A newly hired person is considered to be on probation for a period of six (6) calendar months after the date of their commencement of employment with the Board. Notwithstanding the provisions of Article VI, the Union acknowledges that it is the right of the Board to demote, suspend with or without pay, discharge or otherwise discipline a probationary employee for any reason at the sole discretion of the Board subject to Article 24.01 and the right of a probationary employee to grieve any discipline or discharge for strike or lockout related misconduct. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal or discipline be the subject of a grievance.
- 11.02 A probationary employee shall be entitled to all the rights and privileges of the Collective Agreement unless specifically referenced otherwise.
- 11.03 The probationary period under Article 11.01 shall be extended for employees who during their probationary period are absent from work due to WSIB or unpaid medical leave. The probationary period shall be extended by the length of time that an employee is absent.
- 11.04 Notwithstanding the foregoing, the probationary period may be extended by mutual consent of the employer and the union.

## ARTICLE XII – SENIORITY

- 12.01 The following rules governing seniority are designed to give employees an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority with the Board. Seniority should be based on the date of hire with the employer.
- 12.02 Seniority as referred to in this Agreement shall mean the length of continuous service in the employ of the Board or its predecessors, in a position now included in this bargaining unit or the bargaining unit represented by C.U.P.E. and its Local 2544. However, employees employed under the Local 2544 collective agreement shall have no seniority rights under this agreement unless and until they become employed in this bargaining unit.
- 12.03 A newly hired person will be on probation until after they have completed their probationary period as outlined in Article XI. After this probationary period they will then be considered a seniority employee and their seniority will date back to the date of hiring. Notwithstanding the provisions of Article VI, the Union acknowledges that it is the right of the Board to demote, suspend with or without pay, discharge or otherwise discipline a probationary employee for any reason at the sole discretion of the Board subject to Article 24.01 and the right of a probationary employee to grieve any discipline or discharge for strike or lockout related misconduct. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee nor shall the dismissal or discipline be the subject of a grievance.
- 12.04 Seniority lists will be maintained for all permanent/probationary employees and will be posted electronically on the internal Job Board on May 1<sup>st</sup> and November 1<sup>st</sup> of each year. One list will be in order of starting date of employment with the Board and a second seniority list will show all employees in alphabetical order.
- 12.05 a) When the Board determines to lay-off or recall employees on the seniority list set out in Article 12.04, the seniority of employees shall be the determining factor except: (a) in cases of lay-off which include personnel who have been trained in particular job functions which remain a job requirement, such personnel will not be laid off unless more senior members of the bargaining unit who would otherwise be laid off, are fully capable of carrying out the special functions; (b) in cases of recall where the work which becomes available is of a special nature, the most senior member of the bargaining unit on the lay-off list capable of carrying out the special function will be recalled.
- b) When the Board determines to lay-off or recall employees, the following procedure will apply:

## ARTICLE XII – SENIORITY (Continued)

### Regulations

- i) This procedure does not apply to employees on lay-off related to normal school vacation periods (i.e. Christmas, mid-winter and summer).
- ii) An employee may only “bump” or be recalled to a position when, in the judgement of the Board, that employee has the skill and ability to successfully perform in the identified position.
- iii) Where the terms “Seniority” or “least senior” are used, it indicates Regional Seniority.
- iv) Office Managers, Budget Office Assistants and Assistants to the Superintendents will be considered “protected” by location, and, therefore, the last employee(s) to be declared surplus. Notwithstanding the above, Office Managers, Budget Office Assistants and Assistants to the Superintendents may be bumped in accordance with Step 9 or 10.
- v) Probationary employees will be laid off before seniority employees. Probationary employees do not have bumping rights and will not be included in a lay-off/recall list.
- vi) For the purpose of this Article, an employee shall be deemed to be laid off from their position and thus entitled to exercise the bumping rights described below if:
  - a) the employee’s normal weekly scheduled hours are reduced from more than twenty-five (25) hours per week to twenty-five (25) hours or less per week, it being understood that any other reduction in hours (that is, any reduction not crossing the said threshold) shall not be considered to be a lay-off and shall not give rise to any bumping or recall rights; or
  - b) the employee is identified as excess to a position or location.

### Lay-off Procedure

#### Step 1

Human Resources will determine the number of full-time equivalent positions identified to be declared surplus.

## ARTICLE XII – SENIORITY (Continued)

### 12.05 b) Lay-off Procedure (continued)

#### Step 2

By Regional Seniority, Human Resources will determine those employees who are Surplus to Region.

#### Step 3

The Executive Officer of Human Resources Support Services, or designate, will notify the Union, Supervisors and the affected employees, in writing, of all lay-offs and the effective dates.

#### Step 4

Employees declared Surplus to Region will be advised of their lay-off/recall rights under the Collective Agreement by Human Resources.

#### Step 5

Human Resources will determine employees who are Excess to Location or who have had a Reduction in Hours sufficient to constitute a lay-off in accordance with Article 12.05 b) vi) a).

#### Step 6

Excess employees or employees affected by a reduction in hours will be advised in writing of their rights under their Collective Agreement by Human Resources.

#### Step 7

Positions which become vacant due to Surplus to Region declarations will be integrated into the bumping process. For purpose of the bumping process only, these positions will be deemed to be positions held by the “least senior employee” in their respective job levels as that phrase is used in Steps 9 through 11. If these positions are not filled through the bumping process, they may be filled in accordance with Article X. Employees who are declared Surplus to Region will not be allowed to apply for postings created under Article X but will be eligible for recall in accordance with the recall provisions of the Collective Agreement.



## ARTICLE XII – SENIORITY (Continued)

### 12.05 b) Lay-off Procedure (continued)

#### Step 8

Employees who are laid off in accordance with Article 12.05 b) vi) will have the opportunity to apply for Article X postings.

#### Step 9

Employees who are laid off in accordance with Article 12.05 b) vi) and who have not posted into an alternative position may bump the least senior employee in the same job level. Notwithstanding the foregoing, an employee laid off in accordance with Article 12.05 b) vi) a) will have the opportunity to bump the least senior full-time employee in the same job level or at a lower job level. Full-time employees who are laid off in accordance with Article 12.05 b) vi) a) and who exercise their seniority to bump a part-time employee may only do so when it results in their gaining additional hours of work per week.

Part-time employees who are eligible to exercise their seniority rights in accordance with this Article may only exercise those rights to bump other part-time employees occupying positions with the same number of hours per week or less.

#### Step 10

The least senior employee in the job level may 'bump' the least senior employee at the next lowest job level, and so on through the various levels.

#### Step 11

Human Resources will identify the employee(s) who may be bumped based on seniority and the laid off employee's capability to successfully perform in the identified position.

#### Step 12

Employees identified as being Excess to Location pursuant to Step 5 or employees bumped out of their positions have the right to choose lay-off rather than exercise their bumping rights.

#### Step 13

A Lay-off List (in seniority order) will be prepared of those staff declared surplus as well as any excess employees who voluntarily chose lay-off.

## ARTICLE XII – SENIORITY (Continued)

### 12.05 b) Recall Procedures

#### Step 1

Human Resources will recall employees on the basis of seniority and ability to perform in the vacant position. A vacant position is considered one which has been posted and for which no suitable, qualified candidate has been successful. Notification will be made, in writing, by the Human Resources Services Department, in accordance with Article 12.08 of the Collective Agreement.

#### Step 2

Employees will be recalled only to positions at or below their job level. If a job goes 'external' and is at a higher level than any of the employees on the Lay-off List, then employees on the Lay-off List will be considered for any position which they are qualified to perform.

#### Step 3

If an employee chooses not to accept the vacant position, that employee is considered to have waived their right to recall confirming their termination of employment from the Board.

#### Step 4

If the employee's recall rights under the Collective Agreement expire and the employee has not been successful in obtaining a position, written notice of termination will be given by the Executive Officer of Human Resources Support Services or designate.

#### Step 5

The Human Resources Services Department will keep Supervisors and the Union informed regarding:

- a) Who is affected by lay-off and the effective date.
- b) Who is affected by the "bump" of another employee and the effective date.
- c) Who is being recalled to open positions and the effective date.

The Union will receive copies of all written notifications sent to employees regarding bumping, lay-offs and recalls.

## ARTICLE XII - SENIORITY (Continued)

- 12.06 In accordance with Article 12.05, employees who are laid off because of lack of work will be retained on the seniority list for a period equal to their seniority at the time of lay-off, but in no event to exceed twenty-four (24) months. During that period they will be subject to recall if suitable work becomes available which they are qualified to perform.
- 12.07 In the event the Board shall combine, condense or consolidate any of its operations, the Board of Education, Human Resources Services Department agrees to discuss seniority rights, recourse, etc. with the Union and employees of Local 1628 that are declared excess to a particular school, field office or department before excess to area or termination letters are delivered to those affected.
- 12.08 Recall to work shall be by email and registered letter addressed to the last address recorded by the employee with the Board. It shall be the duty of the employee to notify the Board promptly of any change of address. Should an employee fail to do this, the Board shall not be responsible for failure of a notice sent by registered mail to reach such employee. An employee who is recalled to work must signify their intention to return within five (5) working days after a notice of recall has been sent out and must return within a further five (5) working days or forfeit their right to recall.
- 12.09 Seniority previously accumulated will be lost and the employee's service deemed terminated whenever an employee:
- a) voluntarily leaves the employ of the Board;
  - b) is discharged and is not reinstated through the grievance or arbitration procedure;
  - c) is absent from work without permission and without a reasonable explanation;
  - d) fails to return to work upon termination of an authorized leave of absence, unless excused by the Board, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
  - e) retires.
- 12.10 For an employee who is hired or transferred into a position which is not included in either this bargaining unit or the bargaining unit represented by C.U.P.E. and its Local 2544, seniority shall not accumulate while the employee is in such external position. However, such employee shall retain their full seniority accumulated while in a position within C.U.P.E. Local 2544 or 1628, pursuant to Articles 12.02 and 12.04.

## ARTICLE XII - SENIORITY (Continued)

- 12.11 Notwithstanding the provisions of paragraphs 12.05 a) and 12.06, the Union President, Vice-President, Treasurer and Executive Steward shall continue to work in the event of a lay-off or shall be the last to be laid off and the first to be recalled.
- 12.12 No individual shall be dismissed or have their hours reduced due to technological change.

## ARTICLE XIII - HOURS OF WORK AND OVERTIME

- 13.01 a) Employees shall normally work seven (7) hours per day, Monday to Friday, thirty-five (35) hours per week. Starting and quitting time shall be determined by the immediate supervisor in accordance with the supervisor's requirements. Shifts shall normally commence by 9:00 a.m. for full-time positions and by 1:00 p.m. for positions that are less than full-time, but the Board may schedule shifts to start at other times in accordance with the provisions of Article 13.01 b)
- b) It is understood that the Board will prepare a regular schedule of hours to be worked by employees. Where permanent changes in that schedule are necessary involving an employee the Board will provide the employee and the Union with at least seven (7) calendar days advance notice. However, in the case of emergency there shall be no obligation on the part of the Board to give such notice.
- c) Notwithstanding 13.01 a) and b) above, a flexible hours of work schedule may be implemented during the Summer, March and Christmas breaks.
- d) Shift Premium

Effective September 1, 2008, the Board agrees to pay a shift premium of 57 cents per hour on any shift that commences at or after 12:00 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.

Effective September 1, 2009, the Board agrees to pay a shift premium of 59 cents per hour on any shift that commences at or after 12:00 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.

Effective September 1, 2010, the Board agrees to pay a shift premium of 61 cents per hour on any shift that commences at or after 12:00 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.

Effective September 1, 2011, the Board agrees to pay a shift premium of 63 cents per hour on any shift that commences at or after 12:00 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.

Effective September 1, 2019, the Board agrees to pay a shift premium of 64 cents per hour on any shift that commences at or after 12:00 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.

### ARTICLE XIII - HOURS OF WORK AND OVERTIME (Continued)

Effective September 1, 2020, the Board agrees to pay a shift premium of 64 cents per hour on any shift that commences at or after 12:00 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.

Effective September 1, 2021, the Board agrees to pay a shift premium of 65 cents per hour on any shift that commences at or after 12:00 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.

- 13.02 Employees shall normally receive an unpaid lunch of one (1) hour each day. A fifteen (15) minute rest period will be scheduled in each half of a standard working day. The schedule of lunch and rest periods will be determined by the appropriate supervisor in accordance with the supervisor's requirements. Lunches shall normally be scheduled no earlier than three hours and no later than 5 hours after the beginning of a shift.
- 13.03 Approved overtime will be paid at the rate of time and one-half (1-1/2) the employee's regular rate in the following circumstances:
- a) after working seven (7) hours in a day;
  - b) for work performed on Saturday.
- 13.04 Authorized overtime will be paid at the rate of double the employee's regular rate in the following circumstances:
- a) all work on Sunday;
  - b) all work performed on a Statutory Holiday (in addition to payment for the holiday).
- 13.05 Employees who are scheduled to work less than a seven (7) hour day and who are required to work longer than their scheduled hours on a regular working day shall be paid at the rate of straight time for the hours so worked up to and including seven (7) hours in the working day as set out in Section 13.01.
- 13.06 Employees shall qualify for the greatest available overtime payment but in no case shall there be payment under more than one of the overtime provisions or any pyramiding of overtime.
- 13.07 In lieu of overtime pay, full-time employees may choose compensating time off at the existing overtime rate and may accumulate up to a maximum of thirty-five (35) hours (1 week @ 35 hours) per school year. Such compensating time off would be scheduled by the appropriate supervisor.

### ARTICLE XIII - HOURS OF WORK AND OVERTIME (Continued)

- 13.08 In the event a ten (10) month full-time employee has accumulated approved lieu time in accordance with 13.07 above, the employee may elect to apply this lieu time to days for which they would not normally work during the period of the December holiday season shutdown.
- 13.09 In the event there is a December holiday season shutdown period declared by the Director's Office, twelve (12) month employees may elect to accumulate approved lieu time to be banked for the shutdown period in accordance with 13.07 above.

## ARTICLE XIV - SICK LEAVE

### **Sick Leave Provisions are now contained within the Central Agreement Part A**

14.01 Conditions of sick leave shall be as per Board Policy and in accordance with Article 6 contained within Part A of this Collective Agreement.

14.02 The amount of sick leave accrued to their credit will be shown on the employee's pay stub.

14.03 a) The Board shall replace an employee who is absent on sick leave for a period in excess of three (3) consecutive working days.

Notwithstanding the above, the Board shall:

i) in single office staff schools, the Board will replace an employee who is absent on sick leave from the first day of the absence.

ii) in a school with 1.5 office staff the Board will replace an employee who is absent on sick leave in order to ensure that there is 1.0 office staff from the first day of the absence and then 1.5 office staff for an absence in excess of three (3) consecutive working days.

b) Where an absence due to illness is approved and known to be in excess of three (3) working days, coverage for the absence will be provided from the first day of absence.

c) In the event an employee is asked to work additional hours at the request of the supervisor due to an unfilled absence, overtime will be accrued and paid in accordance with Article 13.03.

d) Where an absence due to illness is approved and known to be in excess of fifteen (15) working days, the temporary employee will be placed on a long-term contract as of the first day of replacement and be eligible for all rights associated with the contract immediately.

14.04 The Board will provide replacements in accordance with Article 14.03 provided suitable replacements are available.



## ARTICLE XV - LEAVES OF ABSENCE

15.01 Leave of absence without pay and without loss of seniority may be granted to properly elected delegates to Union conventions subject to permission being requested in writing at least ten (10) working days in advance of the proposed leave and subject to no more than a maximum of one (1) employee from a section or department being granted such leave at any one time, and subject to a maximum of thirty (30) days of such leave in total for the Union in each Collective Agreement year. Such permission shall not be unreasonably withheld.

15.02 All other leaves shall be in accordance with Board Policy. The Board will not amend the policy in such a way that the number and duration of the leaves of absence for this bargaining unit are reduced during the term of this Agreement.

### 15.03 Union Leaves of Absence

If, at some future time, the duties of the President and/or other executive officer of the Union become full-time positions, they shall be allowed Leaves of Absence for the duration of their term of Office. This leave shall be without loss of seniority. For up to two (2) years, the employee shall have the right to return to their former position and location, provided the position exists. If the position does not exist, the employee shall be placed in a comparable position.

15.04 An employee who is not on any other leave of absence or lay-off shall be entitled to two (2) days leave with pay for:

- a) leave at the time of birth of a child;
- b) adoption leave at the time of adoption.

### 15.05 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.

## ARTICLE XV - LEAVES OF ABSENCE (Continued)

### 15.05 Maternity Benefits/SEB Plan (Continued)

- 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.

15.06 A compassionate leave of absence without loss of income or deduction from sick leave credits may be granted for up to five (5) days, subject to the approval of the appropriate Board official.

### 15.07 Other Leaves of Absence

Employees are entitled to statutory leaves under the *Employment Standards Act, 2000* and its regulations. Such leaves include, but are not limited to:

- a) Family Caregiver leave
- b) Family Medical leave
- c) Critically Ill Child-Care leave

Such leaves will be granted in accordance with the requirements of the appropriate legislation.

## ARTICLE XVI - FRINGE BENEFITS

- 16.01 Permanent employees shall be eligible for benefits as per the terms of the Central Agreement.
- 16.02 The Board shall administer a Long Term Disability Plan provided that:
- a) any such plan conforms to the requirements of the Board's insurer;
  - b) the necessary level of employee participation is ensured;
  - c) the employees assume 100% of the premium cost, which shall include an administration fee of not more than 5% of the premiums, which shall be paid to the Board.
- 16.03 Effective July 1, 1989 the Board shall continue its normal premium contributions for any plan under Article 16 in which the employee participates, excluding Long Term Disability, during the statutory period of an approved Pregnancy or Parental Leave.

## ARTICLE XVII - RETIREMENT ALLOWANCE

17.01 "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."

Each employee on staff, as of the date of signing of this Agreement, is eligible for a retirement gratuity after ten (10) years continuous service with the Board. The gratuity is paid to an employee who has attained the age of sixty (60) years or who is eligible for retirement under O.M.E.R.S. After ten (10) years continuous service, the gratuity will be twenty percent (20%) of the current salary. The gratuity will increase two percent (2%) per year of service up to a maximum of fifty percent (50%).

17.02 Article 17.01 shall not apply to employees hired after October 12, 1978.

17.03 In the case of an employee who is on an unpaid medical leave of absence at the time of retirement and who is otherwise eligible for a gratuity under Article 17.01 and 17.02, "current salary" shall be deemed to mean the salary in effect at the time the employee was last actively employed, and "year of service" shall be deemed to exclude the said unpaid medical leave of absence.

## ARTICLE XVIII - VACATIONS

18.01 Full-time employees (ten and twelve month) shall earn annual vacation with pay in accordance with the following schedule:

- a) Employees with less than eight (8) full years of continuous service with the Board shall accrue 1.25 days of vacation for each complete month of service during the year, effective commencing in the first month of service.
- b) Employees with eight (8) or more but less than nineteen (19) full years of continuous service with the Board shall accrue 1.67 days of vacation for each complete month of service during the year, effective commencing on the eighth anniversary date.
- c) Employees with nineteen (19) or more but less than twenty-five (25) full years of continuous service with the Board shall accrue 2.08 days of vacation for each complete month of service during the year, effective commencing on the nineteenth anniversary date.
- d) Employees with twenty-five (25) or more full years of continuous service with the Board shall accrue 2.50 days of vacation for each complete month of service during the year, effective commencing on the twenty-fifth anniversary date.

18.02 a) Vacation pay shall be calculated on the basis of the employee's standard work week and day at the applicable regular hourly rate of pay.

- b) Part-time employees (twelve month) shall earn vacation credits on a pro-rata basis, in the exact proportion that their regular weekly part-time assignment bears to 35 hours.
- c) Employees on unpaid absence in excess of twenty (20) days of work during the calendar year shall receive vacation pay based on a pro-rata proportion of full vacation.

## ARTICLE XVIII - VACATIONS (Continued)

18.03 a) Ten month full-time employees who do not take vacation in accordance with Article 18.05 or receive vacation pay prior to the end of May, shall receive vacation pay at the end of May of each year in accordance with Article 18.01.

b) Ten month part-time employees will receive vacation pay of 6, 8, 10 or 12% of their gross annual earnings at the end of May of each year based on the following schedule:

26 or more years continuous service	12%
20 to 25 years continuous service	10%
9 to 19 years continuous service	8%
1 to 8 years continuous service	6%
Less than 1 year continuous service	6%

18.04 Should a pay date fall during a full-time employee's scheduled vacation, the employee may have the option of receiving payment for that pay date immediately prior to taking such vacation leave provided the Payroll Department has been given at least four (4) weeks prior notice of the employee's scheduled vacation.

18.05 Vacation may be granted to all employees during the school year with the approval of the immediate supervisor. Such requests must be responded to in a reasonable and timely manner.

18.06 Employees are entitled to utilize vacation credits as earned and not in advance, at such time as may be approved by the immediate supervisor.

18.07 A year for the purpose of this Article shall be defined as a twelve month period commencing and ending on the employee's anniversary of being hired.

18.08 An employee whose employment is terminated at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Should an employee die, their estate will be credited with the value of vacation credits owing them.

## ARTICLE XIX - PAID HOLIDAYS

19.01 The paid holidays recognized by the Board for full-time and part-time twelve month employees are as undernoted:

New Year's Day	Labour Day
Heritage Day (if proclaimed as a statutory holiday and is a school holiday)	Thanksgiving Day
Family Day	Remembrance Day (if declared a school holiday or if a day in lieu of is declared a school holiday by the Board)
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	
Canada Day	
Civic Holiday	

plus any additional day or days allotted to the staff as a whole. Those employees who are employed on a school year basis shall receive the paid holidays listed above however, they shall not be eligible to receive payment for the Civic Holiday.

19.02 In order to qualify for paid holidays the employee must work their full scheduled work period immediately preceding and following the holiday, be on authorized vacation during this period, or be on authorized paid leave.

19.03 In the event that one of the said holidays should fall or be observed during an employee's vacation period, they will be granted an additional day's vacation for each such holiday in addition to their regular vacation time. It is understood and agreed that whenever any of the above-listed holidays, with the exception of Remembrance Day, falls on a Saturday or a Sunday, the Board shall designate some other day as a day off with pay.

## ARTICLE XX - HEALTH AND SAFETY

- 20.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents and with such promotion of safety and health as is deemed necessary.
- 20.02 Safety equipment required by the Ministry of Labour, Immigration, Training and Skills Development or the Board shall be supplied by the Board and must be used or worn where and when conditions demand.
- 20.03 Whereas the Board and the Union recognize their obligations under the Occupational Health and Safety Act and are Parties to an agreement entitled "Terms of Reference for Multi-Workplace Joint Health and Safety Committee", the Board and the Union agree to continue to participate in a Multi-Workplace Joint Health and Safety Committee.
- 20.04 Violence shall be defined as per the definition in the Ontario Occupational Health and Safety Act.
- 20.05 The Multi-Workplace Joint Health and Safety Committee shall concern itself with matters relating to violence, including receiving and reviewing reports of violence in the workplace. The Board agrees to have in place policies and procedures to deal with violence, including the prevention of violence and the management of violent situations.



## ARTICLE XXI - SALARIES

- 21.01 The direct deposit payroll method will apply to bargaining unit employees.
- 21.02 The Board agrees to pay and the Union agrees to accept, for the term of this Agreement, the rates of pay for the salary levels outlined in Schedule "A". Annual, monthly and weekly rates of pay will be pro-rated for part-time and ten (10) month staff.
- 21.03 Should the Board be eligible for an Employment Insurance Premium Reduction, the Board shall pay, in accordance with the *Employment Insurance Act* and regulations, the employee's portion of the premium reduction to the employee.

## ARTICLE XXII - GENERAL

- 22.01 In the event that the Board shall combine or separate any of its operations or functions on a regional or provincial level, the Board agrees to discuss the retention of seniority rights for all employees with the new employer.
- 22.02 The Collective Agreement will be posted electronically on the Board's Intranet. New employees will be advised at the time of hire of the location of the electronic version of the Collective Agreement.
- 22.03 The Board shall notify the Union in writing of all appeals and results of appeals regarding job evaluations, promotions, demotions, hirings, transfers, recalls, resignations, retirements, deaths, lay-offs, leaves of absence, or other terminations of employment, provided however that failure by the Board to do so shall not nullify or affect the validity of any such Board action.
- 22.04 The Union shall be provided semi-annually, or as mutually agreed, with a mailing list of Union members' addresses, home telephone numbers and names.
- 22.05 The Union shall be provided electronically on a monthly basis with a list of the names of active supply office staff, whether or not they are on assignment at the time the list is provided.
- 22.06 Personnel Files

An employee shall have reasonable access to review their personnel file, in the presence of an appropriate member of the Human Resources Department.

An employee may make a copy of any material contained in their personnel file.

Upon written request of the employee to the Executive Officer of Human Resources, documents contained in the employee's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file eighteen (18) months after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary materials regarding suspensions, harassment or violence, or any discipline related to physical, emotional, or psychological harm to students or other employees of the Board will remain in the employee's file.

## ARTICLE XXIII - PART-TIME EMPLOYEES ADDITIONAL HOURS LIST

### 23.01 Temporary Employees

When a supply is required by the Board, the following process will be used while office staff are on the recall list.

- i. Part-time staff will be considered first to do supply work at their own location.
- ii. Other than the above circumstances, any supply work will first be offered to office staff on the recall list.
- iii. If no one is available from the recall list, locations will be advised to contact staff on the Permanent Part-time list. This list contains the names of permanent part-time office staff who are looking for additional work.
- iv. The Board will seek interest from CUPE 1628 10 month staff who wish to work on a supply basis during July and August, no later than March 1st of each school year.
- v. In accordance with sub 4, staff may elect to pick jobs through the Peel Absence Management System (Easy Connect).
- vi. Upon the expiration of recall rights and the termination of their employment, individuals shall be added to the list.
- vii. In order to be eligible for work under this Article, employees or individuals on the Casual Supply list must be qualified to perform the work available.
- viii. The active supply must be available to work a minimum of twenty (20) days or 140 hours per school year, provided work is available, in order to maintain their position on the casual list. Casual office staff who are not offered the opportunity to work twenty (20) days or 140 hours during a school year will not be removed from their position on the list.

23.02 The Board shall maintain a "Part-Time Employee Additional Hours List". The said List shall contain the names of those employees in the bargaining unit who indicate in writing to the Employee and Labour Relations Partner or designate the desire to work additional hours. The List shall include the employee's name, telephone number, classification and present location.

#### ARTICLE XXIII - PART-TIME EMPLOYEES ADDITIONAL HOURS LIST (Continued)

- 23.03 Part-time bargaining unit employees who make a request in accordance with paragraph 23.01 shall be included on the said List in order of seniority, regardless of when their request is made. Employees who have the same seniority date shall be listed in alphabetical order.
- 23.04 At the time an employee requests inclusion on the said List, the employee must select, from amongst the geographic areas designated as available by the Board, one or more geographic areas within which the employee wishes to accept additional assignments. Such employees shall then be placed on the sub-list for such designated geographic areas. Notwithstanding the employee's selection of a particular geographic area or areas, the Board may request an employee to work in another geographic area if required. Refusal to accept assignments outside the employee's designated geographic area will not jeopardize placement on the List.
- 23.05 All employees are required to ensure their personal contact information is current within the Board's HRIS self-service system.
- 23.06 a) A part-time employee whose name has been included on the said List and who does not accept any additional hours assignment for a period of one complete academic year, shall be deemed to be removed from the List.
- b) An employee who is included on the List and who, because of illness, maternity or adoption of a child or for other reasons acceptable to the Board, becomes unavailable for assignment, shall be retained on the List in an inactive status during the period of such unavailability for the remainder of the school year, provided that such employee must make themselves available for assignments during the school year following the commencement of the period of unavailability in order to be retained on the List. An employee becoming unavailable for such reasons shall inform the appropriate office in the Human Resources Services Department of the date of commencement of, and return from, the period of unavailability.
- c) On or about November 1<sup>st</sup> of each year the Board shall provide the Union with a copy of the said List currently in effect. Additions and deletions to/from the List will be provided to the Union on a monthly basis.

#### ARTICLE XXIV - NO DISCRIMINATION

- 24.01 Neither the Board, the Union nor the employees shall discriminate in their employment against any employee of the Board on any ground prohibited by the Ontario Human Rights Code or the Ontario Labour Relations Act.
- 24.02 The Board, the Union, and the employees recognize that an employee has the right to freedom from sexual harassment and any other form of harassment in the workplace prohibited by the Ontario Human Rights Code.

## ARTICLE XXV - PROFESSIONAL DEVELOPMENT

25.01 There shall be a Professional Development Fund to which the Board shall contribute \$150 per year, per full-time equivalent active employee in this bargaining unit effective July 1, of each year. These funds shall be utilized for professional development activities approved by the Executive Officer Human Resources Support Services.

## ARTICLE XXVI - JOINT MODIFIED WORK COMMITTEE

- 26.01 a) The parties agree to establish a Joint Modified Work Committee consisting of the employee, one member selected or appointed by the local Union, the employee's Supervisor or designate together with the Board's W.S.I.B. Claims Officer or designate, who shall act as the Committee Chair.
- b) The Board and the Union agree to work cooperatively to accommodate ill or injured employees in accordance with the Workplace Safety and Insurance Act, and the Ontario Human Rights Code.
- c) The Committee shall meet at such times as may be mutually agreed. All such authorized time spent in Committee meetings shall be in accordance with Article 4.02.

## ARTICLE XXVII - DURATION AND TERMINATION

- 27.01 This Agreement shall continue in effect from September 1, 2022 to August 31, 2026 and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other, in writing, not less than thirty (30) days and not more than one hundred and twenty (120) days prior to the expiration date that it desires to amend or terminate this Agreement.
- 27.02 In the event notice of amendment or termination is given, negotiations shall begin within fifteen (15) days following notification of amendment as provided in the preceding paragraph or any longer period which may be mutually suitable.
- 27.03 Part B of this Agreement contains all the terms and conditions agreed upon by the Board and the Union and during the term of the Agreement, neither will be required to negotiate on any further matter affecting these terms and conditions or on any further subject not included in this Agreement.



## ARTICLE XXVIII - LABOUR MANAGEMENT COMMITTEE

- 28.01 To help promote a mutually constructive and cooperative relationship, the Parties agree to establish a joint labour-management committee. The purpose of the joint labour-management committee is to provide a vehicle for the discussion and the attempted resolution of workplace matters of mutual concern.
- 28.02 The committee shall be co-chaired by the President of the Union or designate and the Manager of Employee and Labour Relations. In addition to the aforementioned, the committee will consist of up to four (4) union representatives and four (4) management representatives. Additional representatives from either side may be added by mutual agreement of the co-chairs. The Union will not be responsible for reimbursing the Board for the attendance of up to four (4) representatives who serve on this committee.
- 28.03 The committee shall meet every other month during the school year, or, as otherwise determined by mutual agreement between the Parties. The agenda will be mutually developed by the co-chairs a minimum of seven (7) working days prior to the scheduled meeting date. Additional agenda items may be added at the beginning of each meeting, by mutual agreement between the Parties.

# This Collective Agreement is

Dated at Mississauga this 9th day of June, 2023.

For the Employer	For the Union
<p>Healy</p> <p>Thamnia Kharf</p> <p>McCurry</p>	<p>Samuel Davis</p> <p>Evelyn Bladen</p> <p>Wesley White</p> <p>Elaine</p> <p>Alvaro</p> <p>Magae</p>

SCHEDULE "A"

PEEL DISTRICT SCHOOL BOARD

C.U.P.E. LOCAL 1628  
SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2022  
(Updated June 7, 2024, due to Bill 124 Remedy)

Twelve (12) Month Schedule

<u>LEVEL</u>	<u>STEP 1 (Basic)</u>		<u>STEP 2 (6 Month)</u>		<u>STEP 3 (12 Month)</u>		<u>STEP 4 (24 Month)</u>	
1	38,135	(733.37)	39,951	(768.29)	41,858	(804.96)	43,860	(843.46)
		146.67		153.66		160.99		168.69
		20.95		21.95		23.00		24.10
2	41,041	(789.25)	43,002	(826.96)	45,061	(866.56)	47,223	(908.13)
		157.85		165.39		173.31		181.63
		22.55		23.63		24.76		25.95
3	44,178	(849.58)	46,296	(890.31)	48,520	(933.08)	50,855	(977.98)
		169.92		178.06		186.62		195.60
		24.27		25.44		26.66		27.94
4	47,567	(914.75)	49,854	(958.73)	52,256	(1,004.92)	54,778	(1,053.42)
		182.95		191.75		200.98		210.68
		26.14		27.39		28.71		30.10
5	51,227	(985.13)	53,697	(1032.63)	56,291	(1,082.52)	59,015	(1,134.90)
		197.03		206.53		216.50		226.98
		28.15		29.50		30.93		32.43
6	55,181	(1,061.17)	57,849	(1,112.48)	60,650	(1,166.35)	63,591	(1,222.90)
		212.23		222.50		233.27		244.58
		30.32		31.79		33.32		34.94
7	59,449	(1,143.25)	62,330	(1,198.65)	65,356	(1,256.85)	68,533	(1,317.94)
		228.65		239.73		251.37		263.59
		32.66		34.25		35.91		37.66

Note: Annual, monthly and weekly rates of pay will be pro-rated for part-time and ten (10) month staff.

**OFFICE MANAGER FIELD OFFICE ALLOWANCE**

Office Manager Field Office shall be paid an allowance of \$3,192 per year, over and above the rate paid them pursuant to the salary schedule.

SCHEDULE "A"

PEEL DISTRICT SCHOOL BOARD

C.U.P.E. LOCAL 1628  
SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2023  
(Updated June 7, 2024, due to Bill 124 Remedy)

Twelve (12) Month Schedule

<u>LEVEL</u>	<u>STEP 1 (Basic)</u>		<u>STEP 2 (6 Month)</u>		<u>STEP 3 (12 Month)</u>		<u>STEP 4 (24 Month)</u>	
1	39,955	(768.37)	41,771	(803.29)	43,678	(839.96)	45,680	(878.46)
		153.67		160.66		167.99		175.69
		21.95		22.95		24.00		25.10
2	42,861	(824.25)	44,822	(861.96)	46,881	(901.56)	49,043	(943.13)
		164.85		172.39		180.31		188.63
		23.55		24.63		25.76		26.95
3	45,998	(884.58)	48,116	(925.31)	50,340	(968.08)	52,675	(1,012.98)
		176.92		185.06		193.62		202.60
		25.27		26.44		27.66		28.94
4	49,387	(949.75)	51,674	(993.73)	54,076	(1,039.92)	56,598	(1,088.42)
		189.95		198.75		207.98		217.68
		27.14		28.39		29.71		31.10
5	53,047	(1,020.13)	55,517	(1,067.63)	58,111	(1,117.52)	60,835	(1,169.90)
		204.03		213.53		223.50		233.98
		29.15		30.50		31.93		33.43
6	57,001	(1,096.17)	59,669	(1,147.48)	62,470	(1,201.35)	65,411	(1,257.90)
		219.23		229.50		240.27		251.58
		31.32		32.79		34.32		35.94
7	61,269	(1,178.25)	64,150	(1,233.65)	67,176	(1,291.85)	70,353	(1,352.94)
		235.65		246.73		258.37		270.59
		33.66		35.25		36.91		38.66

Note: Annual, monthly and weekly rates of pay will be pro-rated for part-time and ten (10) month staff.

**OFFICE MANAGER FIELD OFFICE ALLOWANCE**

Office Manager Field Office shall be paid an allowance of \$3,192 per year, over and above the rate paid them pursuant to the salary schedule.

SCHEDULE "A"

PEEL DISTRICT SCHOOL BOARD

C.U.P.E. LOCAL 1628  
SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2024  
(Updated June 7, 2024, due to Bill 124 Remedy)

Twelve (12) Month Schedule

LEVEL	STEP 1 (Basic)		STEP 2 (6 Month)		STEP 3 (12 Month)		STEP 4 (24 Month)	
1	41,775	(803.37)	43,591	(838.29)	45,498	(874.96)	47,500	(913.46)
		160.67		167.66		174.99		182.69
		22.95		23.95		25.00		26.10
2	44,681	(859.25)	46,642	(896.96)	48,701	(936.56)	50,863	(978.13)
		171.85		179.39		187.31		195.63
		24.55		25.63		26.76		27.95
3	47,818	(919.58)	49,936	(960.31)	52,160	(1,003.08)	54,495	(1,047.98)
		183.92		192.06		200.62		209.60
		26.27		27.44		28.66		29.94
4	51,207	(984.75)	53,494	(1,028.73)	55,896	(1,074.92)	58,418	(1,123.42)
		196.95		205.75		214.98		224.68
		28.14		29.39		30.71		32.10
5	54,867	(1,055.13)	57,337	(1,102.63)	59,931	(1,152.52)	62,655	(1,204.90)
		211.03		220.53		230.50		240.98
		30.15		31.50		32.93		34.43
6	58,821	(1,131.17)	61,489	(1,182.48)	64,290	(1,236.35)	67,231	(1,292.90)
		226.23		236.50		247.27		258.58
		32.32		33.79		35.32		36.94
7	63,089	(1,213.25)	65,970	(1,268.65)	68,996	(1,326.85)	72,173	(1,387.94)
		242.65		253.73		265.37		277.59
		34.66		36.25		37.91		39.66

Note: Annual, monthly and weekly rates of pay will be pro-rated for part-time and ten (10) month staff.

OFFICE MANAGER FIELD OFFICE ALLOWANCE

Office Manager Field Office shall be paid an allowance of \$3,192 per year, over and above the rate paid them pursuant to the salary schedule.

SCHEDULE "A"

PEEL DISTRICT SCHOOL BOARD

C.U.P.E. LOCAL 1628  
SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2025  
(Updated June 7, 2024, due to Bill 124 Remedy)

Twelve (12) Month Schedule

<u>LEVEL</u>	<u>STEP 1 (Basic)</u>		<u>STEP 2 (6 Month)</u>		<u>STEP 3 (12 Month)</u>		<u>STEP 4 (24 Month)</u>	
1	43,595	(838.37)	45,411	(873.29)	47,318	(909.96)	49,320	(948.46)
		167.67		174.66		181.99		189.69
		23.95		24.95		26.00		27.10
2	46,501	(894.25)	48,462	(931.96)	50,521	(971.56)	52,683	(1,013.13)
		178.85		186.39		194.31		202.63
		25.55		26.63		27.76		28.95
3	49,638	(954.58)	51,756	(995.31)	53,980	(1,038.08)	56,315	(1,082.98)
		190.92		199.06		207.62		216.60
		27.27		28.44		29.66		30.94
4	53,027	(1,019.75)	55,314	(1,063.73)	57,716	(1,109.92)	60,238	(1,158.42)
		203.95		212.75		221.98		231.68
		29.14		30.39		31.71		33.10
5	56,687	(1,090.13)	59,157	(1,137.63)	61,751	(1,187.52)	64,475	(1,239.90)
		218.03		227.53		237.50		247.98
		31.15		32.50		33.93		35.43
6	60,641	(1,166.17)	63,309	(1,217.48)	66,110	(1,271.35)	69,051	(1,327.90)
		233.23		243.50		254.27		265.58
		33.32		34.79		36.32		37.94
7	64,909	(1,248.25)	67,790	(1,303.65)	70,816	(1,361.85)	73,993	(1,422.94)
		249.65		260.73		272.37		284.59
		35.66		37.25		38.91		40.66

Note: Annual, monthly and weekly rates of pay will be pro-rated for part-time and ten (10) month staff.

**OFFICE MANAGER FIELD OFFICE ALLOWANCE**

Office Manager Field Office shall be paid an allowance of \$3,192 per year, over and above the rate paid them pursuant to the salary schedule.

## SALARY SCHEDULE NOTATION

### 1. TEMPORARY EMPLOYEES (Updated June 7, 2024, due to Bill 124 Remedy)

'Temporary employees' or 'temporary personnel' as defined in Article 1.06 shall be paid according to the following schedule during the first fifteen (15) continuous days worked.

September 1, 2022	\$20.95/hr.
September 1, 2023	\$21.95/hr.
September 1, 2024	\$22.95/hr.
September 1, 2025	\$23.95/hr

Such employees shall be paid at the Step 1 - Start rate for the applicable Level upon completion of fifteen (15) continuous days worked in the temporary assignment, and such higher rate of pay shall then apply retroactively to the first day of the temporary assignment. Such employees shall progress to the six (6) month, twelve (12) month, and twenty-four (24) month rates, if they work continuously in the temporary assignment for the requisite period of time. This provision applies equally to regular part-time employees who accept a temporary, supplementary assignment in a school or department other than the employee's regular school or department. Such employee's regular rate of pay shall apply if they accept a temporary, supplementary assignment in their own school or department.

### 2. ASSISTANT OFFICE MANAGER, SECONDARY - ALLOWANCE

Office staff designated by a principal as Assistant Office Manager - Secondary shall be paid an allowance, over and above the rate paid them pursuant to the salary schedule. The allowance shall be paid according to the following schedule:

September 1, 2022	\$2,298 per year
September 1, 2023	\$2,298 per year
September 1, 2024	\$2,298 per year
September 1, 2025	\$2,298 per year

Unless there are extenuating circumstances, the Assistant Office Manager will assume the role of "Acting Office Manager" in the absence of the Office Manager in accordance with the provisions of this Collective Agreement and shall be paid at the Office Manager rate of pay.

LETTER OF UNDERSTANDING #1

RE: ASSISTANT OFFICE MANAGER, SECONDARY - ALLOWANCE

All secondary schools must select an incumbent to receive the Assistant Office Manager - Allowance. The Office Manager or Budget Office Assistant are not eligible for this allowance.

If a secondary school has an incumbent in place who is receiving the Assistant Office Manager allowance, that incumbent must have a review every two (2) years. Secondary schools which do not have an Assistant Office Manager must follow the process outlined in the "Workflow Re: Assistant Office Manager, Secondary – Allowance," which was last issued in December 2020.



## LETTER OF UNDERSTANDING #2

### RE: CUPE 1628 FLOATERS

The Board agrees with establishing a joint committee comprised of two (2) representatives of the Board and two (2) representatives of the Union, to recommend best practice process for CUPE 1628 Floaters. The recommendations of the committee will be presented to the Executive Officer of Human Resources no later than one (1) year from the ratification date.

The suggestions of the committee will be considered before any final decision is made by the Board.

### LETTER OF UNDERSTANDING #3

#### RE: JOB DESCRIPTIONS

At recent collective bargaining negotiations, it was agreed that the Board will provide the Union with copies of new and amended job descriptions for positions within the Union.

The Board will update all job postings to reflect the responsibilities, qualifications, skills and abilities required for the position no later than one (1) year from the date of ratification of the collective agreement.

## LETTER OF UNDERSTANDING #4

### RE: OMERS CONTRIBUTORY EARNINGS

The parties agreed that this Letter of Understanding is for information purposes only and is not grievable.

As a reference for employees, the parties have agreed to include the definition of contributory earnings under the OMERS Pension Plan, as amended from time to time. For more information, employees may access the OMERS website at [www.omers.com](http://www.omers.com).

#### Definition of Contributory Earnings:

Contributory earnings must include all regular recurring earnings for all plan members including the following:

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- 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;
- 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 unpurchasable service;

- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (for example, educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

LETTER OF UNDERSTANDING #5

RE: CONTRACTING OUT

The Board agrees that it will discuss, with the Union, any future contracting out that would result in the displacement of CUPE Local 1628 members before any final decision is made by the Board. These discussions will take place through a joint committee comprised of three (3) representatives of the Board and three (3) representatives of the Union, plus appropriate resources.

Both parties agree that they will evaluate the viability of any suggestions made by the committee. The suggestions of the committee will be considered before any final decision is made by the Board.

LETTER OF UNDERSTANDING #6

RE: HOURS OF WORK

At recent collective bargaining negotiations, concerns were raised with respect to the scheduling of lunch breaks for elementary office staff. The Board agrees that where an elementary office staff employee is not afforded the opportunity for their scheduled lunch break, the affected employee will contact Human Resources and upon confirmation of the scheduling issue, the employee will be afforded the opportunity to access compensation in accordance with Article 13 of this Collective Agreement.

*In addition to the above, a memo will be issued from the Associate Director of Instructional Support Services to elementary Principals reminding them of their obligations under the Collective Agreement with regards to the scheduling of lunch breaks.*

## LETTER OF UNDERSTANDING #7

### RE: SHORT TERM PAID LEAVE INDIGENOUS EMPLOYEES

Short term paid leave of five (5) days per school year shall be provided to Indigenous employees to use existing short term paid leave derived from three (3) paid Creed Observance Days and two (2) paid Family Responsibility days for the 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.

LETTER OF INTENT #1

RE: DECEMBER HOLIDAY SEASON SHUTDOWN

At the recent collective bargaining negotiations, the Union raised concerns regarding the need for further clarity in the communication to employees and Principals/Managers/Supervisors regarding the ability of CUPE 1628 12 month employees to accrue time to be applied towards the December Holiday Season Shutdown period.

The Board agreed to revise the December Holiday Season Shutdown memo to provide further clarity as it related to the issues identified by the union. The draft of these changes will be provided to the union for their review prior to it being issued to employees.



## LETTER OF INTENT #2

### JOINT TRAINING COMMITTEE

The Board and the Union hereby confirm their agreement to participate in a joint committee on training, during the term of this Collective Agreement, expiring August 31, 2026. The mandate of the committee shall be to review the needs of the employees in the bargaining unit and the needs of the Board with respect to the training of such employees. The committee shall make recommendations to the Executive Officer of Human Resources Support Services.

The committee shall consist of three (3) representatives of the Union and shall have such resources and assistants as may be agreed to be necessary. The committee shall be established within thirty (30) days of ratification of the Collective Agreement. The Committee will present their first recommendation to the Superintendent of Leadership, Capacity Building and School Partnerships no later than six (6) months from the date of the ratification of the collective agreement.

### LETTER OF INTENT #3

- 1) This will confirm the Board's intention to provide a copy of its Leaves Policy to all bargaining unit members when a change is made, and to new hires.
- 2) It is understood that the Board will continue to provide any benefits which are superior to those contained in the collective agreement, which it currently provides to incumbent employees affected in the Human Resources Support Services Department, so long as they remain in the affected position held on February 4, 2004. The current incumbent is:

Linda Chlon

Date: March 9, 2020  
Updated: November 30, 2022  
To: Principals & Vice-Principals  
Re: CUPE 1628 Office Staff Streamlining Committee

---

As part of the contract negotiated prior to 2003 with CUPE 1628, a letter of intent was signed to establish a Joint Streamlining Committee. The mandate of the committee is to discuss issues regarding secretarial/clerical resources, workload and overtime. We think it is important that we all continue to work together to improve situations where possible. Many of the issues discussed during the Committee's deliberations can be addressed by continuing to focus on positive communication, relationship building, and effective and efficient office practice. The following suggestions were made following the completion of the last Committee meeting on March 9, 2020 and it would be appreciated if you would consider these as they relate to your school:

1. Office Team Meetings

Managing the pace and flow of the office workload is important. In office team meetings, workload issues can be discussed and priorities set. Our office staff feel invested when they have an opportunity to collaborate in workload planning. These meetings should also enhance communication and relationships.

2. Peel Absence Management System (PAM)

It is the responsibility of the individual staff to create their absences in PAM. All staffing decisions need to remain as the school administrator's responsibility. Office staff may assist administration with facilitating staffing in collaboration with school administration, as requested.

3. Student Attendance

Teachers are responsible for calling parents to question extensive student absences, as part of ongoing teacher/parent communication.

#### 4. Bussing

The Office staff may assist with providing routine transportation procedures, redirecting parents to “STOPR”, assist in collaboration with school administration to create bus tags or review SIS transportation information, as needed.

School administration will be responsible for decision making with respect to student transportation needs that may arise.

#### 5. School Council Membership

Many office staff are volunteering to serve as the non-teaching staff representative on School Councils which is very positive. In some instances, because they are a member of the school office staff, they are being asked to serve as the Council secretary, as well. The secretarial function could be performed by any member of Council.

#### 6. Supervision of Students – not being applied consistently at schools

Students during the day are routinely sent to the office to wait, under office staff supervision, until a parent/guardian can come to pick them up. Students who must be in the office for disciplinary reasons should be supervised/visible by administrators or a teacher in charge, school layout permitting. When the administrators are out of the school, a contingency plan for this supervision must be in place (e.g. teacher in charge, under supervision of a teaching assistant, etc.).

#### 7. Student Suspension Communication

Office staff are not responsible for calling parents/guardians to advise of suspension of a student from school. This direct communication will be done by Administrators.

#### 8. Parent/Teacher Interviews

Teachers can expedite these arrangements by holding a brief meeting to coordinate families' interviews by using input from parents through a returned form and SIS generated sibling lists.

Office staff may be available to support generating SIS sibling class list reports, as requested.

## 9. Administering Medication/Medical Binder/Emergency Binder

School administrators are required to prepare a student medical binder. Office staff may assist with generating an SIS report for administration to compile medical binder.

The current CUPE 1628 collective agreement and Operating Procedure Special Education Program Services #8 state that office staff are not required to administer medication. A school based plan should be developed in accordance with this Operating Procedure.

Best practice is that the concussion protocol should be completed by the staff member who witnessed or reported the accident, or the administration at the location, where possible.

### Emergency Binder

It is the responsibility of Administration to complete the binder. Office staff may assist with generating SIS reports as requested.

## 10. Photocopying/Faxing/Scanning/Phoning

Teachers are provided planning time to fax/photo copy classroom lesson materials and should not be asking the office staff to do their photocopying. Where classrooms have phones, students can call for forgotten items, lunches, illness, and may call from the classroom phone under the supervision of the teacher, where possible. All teachers will be provided with an up-to-date student information sheet for the class.

## 11. Banking/ School Cash Online

In the absence of security pick up, Administrators are responsible for all offsite banking duties. Additional resource is available through Finance Effective Practices – Effective and Purchasing Catalogue - Safes & Cash Management

<https://pdsb1.sharepoint.com/sites/sfm/SitePages/Cash.aspx#school-safes-security-services>

[Microsoft Word - Cash management and school safes - August 12-13.docx \(sharepoint.com\)](#)

## 12. Training

For initiatives that require online training, staff must be provided with computers that are appropriately configured for the training. Consideration needs to be given to the time and space for training.

## 13. Safe Welcome Program

School office staff are tasked with the Safe Welcome Program which is part of an extreme workload issue. Staff and visitors are reminded to be respectful at all times when waiting for office staff to respond to the doorbell.

## 14. Peel Partnerships

The Region of Peel has many health initiatives including Immunization, Dental Screening, Hearing and Vision Screening. School office staff should only be responsible for materials approved for distribution. Reminders and follow up should be the role of the Region.

## 15. Designate Signature

All authorized school documentation should be signed by the Principal/designate. Should the Principal not be available the authorized designates include:

- Principal (Acting)
- Vice Principal (Acting)
- Teacher in Charge
- 

## 16. Banked Day Tracking – Elementary Only

Administrators will be responsible for tracking and coordinating planning time payback. Office staff may support the Administrator with tracking unfilled vacancies.

## 17. Ordering in June

Administrators should be making school purchases in accordance with effective practice/Board procedures.

## 18. Community Mailboxes Pick Up

Office staff may assist in the retrieval of the mail from the mailboxes, however, Administrators are ultimately responsible for retrieving mail from community mailboxes in a timely manner.

We expect that many of these items are already a part of your office practices.

Thank you to the Committee Representatives for taking the time to review and consider these suggestions as they have been raised in an effort to alleviate some of the secretarial/clerical workload concerns.

Cynthia Ogbarmey-Tetteh	Assistant Director – HR Operations
Jamie Robertson	Superintendent of Human Resources Support Services
Masuma Khangura	Manager of Employee Relations & Compensation
Lisa Magee	President of C.U.P.E.
Evelyn Blackwell	Office Manager, C.U.P.E Representative
Jean Saunders	Office Manager, C.U.P.E. Representative
Wendy White	Office Manager, C.U.P.E. Representative
Daniella Perrott	Principal, South Fields Village P.S.
Jason Ieraci	Principal, Fairwind P.S.
Jeff Schust	Principal, Peel Association of Secondary School Principals (P.A.S.S.P.) Representative

c.c. Superintendents of Education  
CUPE 1628 Office Staff

## HISTORICAL COLLECTIVE AGREEMENT LANGUAGE

**The following article contains historical language from the 2012-2014 Collective Agreement that was replaced during 2014-2017 collective bargaining. It has been included for reference purposes only and is no longer applicable.**

### ARTICLE XV - LEAVES OF ABSENCE

15.05 a) An employee granted a Pregnancy Leave or Parental Leave in accordance with the provisions of the Employment Standards Act pursuant to the Board's Leaves Policy shall be compensated by the Board under an Employment Insurance Commission of Canada ("E.I.C.") approved S.E.B. Plan provided that the employee:

- i) is eligible for pregnancy or parental leave benefits under E.I.C. laws and regulations; and
- ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.C.

The plan will pay:

- A) during the two (2) week waiting period for pregnancy or parental benefits under E.I. regulations, 95% of the employee's normal weekly insurable earnings;
- B) effective September 1, 2005, during the six (6) weeks immediately following the birth of a child, the child's natural mother shall be eligible for 100% of her normal weekly earnings minus the E.I. benefits the employee receives in respect of that period. For further clarity, the combined level of E.I. benefits, S.E.B. payments and other earnings shall not exceed 100% of the employee's normal weekly earnings. Where this benefit period overlaps with the period described in clause A), this benefit shall be provided; and
- C) if an employee is not eligible for E.I. and supplementary employment benefits under clause B), the employee may apply for sick leave benefits in accordance with Article XIV in respect of the six (6) week period immediately following the birth of her child.



#### HISTORICAL COLLECTIVE AGREEMENT LANGUAGE (Continued)

**The following article contains historical language from the 2012-2014 Collective Agreement that was replaced during 2014-2017 collective bargaining. It has been included for reference purposes only and is no longer applicable.**

#### ARTICLE XV - LEAVES OF ABSENCE (Continued)

- 15.05 a) No supplementary benefit will be paid under this plan for any week in the waiting period which falls outside the employee's normal employment period (i.e. July and August if 10 month employment). The supplementary plan shall be subject to approval by E.I.C.
- b) The pay and benefits provided for in Article 15.04, 15.05, and 16.06 shall be the only entitlements for pay and benefits of employees on Pregnancy Leave or Parental Leave

**In addition, Article 16.04 and 16.06 – Fringe Benefits has been included for historical purposes only following the completion of 2019-2022 collective bargaining.**

#### ARTICLE XVI - FRINGE BENEFITS (2014-2017 CA)

- 16.04 Upon retirement from the Board, an employee with 10 or more years of continuous service with the Board or its predecessors may elect to continue to participate in any Fringe Benefit Plans in which they are enrolled, until the employee reaches the age of 65. The retired employee shall assume the full cost of the premiums for such Plans.
- 16.06 Effective July 1, 1989 the Board shall continue its normal premium contributions for any plan under Article 16 in which the employee participates, excluding Long Term Disability, during the statutory period of an approved Pregnancy or Parental Leave.

## INDEX

Arbitration .....	63
Definitions .....	51
Discrimination.....	93
Duration and Termination.....	96
Fringe Benefits .....	83
General .....	90
Grievances .....	60
Health and Safety.....	88
Hours of Work and Overtime .....	77
Job Posting .....	65
Joint Modified Work Committee .....	95
Lay-off Procedure.....	71
Leaves of Absence.....	81
Management Rights .....	59
No Strikes, No Lockouts.....	64
Paid Holidays .....	87
Part-time Employees additional Hours List.....	91
Personnel Files .....	90
Probationary Period.....	69
Professional Development .....	94
Purpose.....	53
Recall Procedures .....	74
Recognition .....	54
Retirement Allowance .....	84
Salaries .....	89
Seniority .....	70
Sick Leave.....	80
Supply Office Staff.....	91
Temporary Vacancies .....	66
Union Executive & Grievance Committee .....	55
Union Security .....	57
Vacations .....	85