

COLLECTIVE AGREEMENT

BETWEEN



TORONTO CATHOLIC DISTRICT SCHOOL BOARD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1328



AFFECTING

Adult English As A Second Language
Nursery Instructors

September 1, 2022– August 31, 2026

Attached as Part "A": Central Terms Between Canadian Union of Public Employees
And
Council of Trustees' Associations

Attached as Part "B" Local Collective Agreement Between CUPE 1328
And
Toronto Catholic District School Board

PART "A"

CENTRAL
TERMS

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CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

1. ACEPO refers to l’Association des conseils scolaires des écoles publiques de l’Ontario as

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

- a) 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) 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 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 where no such definition exists, a long-term supply assignment will be defined as twelve (12) days of continuous employment in one assignment.
- 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

k) 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.

l) 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%.

m) 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 and Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

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

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

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

C15.00 PROFESSIONAL ACTIVITY DAYS

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

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

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C Medical Certificate

PART 1

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

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

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

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

Telephone No:

Employee

Work Location:

Address:

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

First Day of Absence:

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

Date of Assessment:

dd mm yyyy

No limitations and/or restrictions ☐

Return to work date: dd mm yyyy

For limitations and restrictions, please complete Part 2.

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

PART 2 – Physical and/or Cognitive Abilities

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

PHYSICAL (if applicable)
Walking:

- ☐ Full Abilities
- ☐ Up to 100 meters
- ☐ 100-200 meters
- ☐ Other (specify):

Standing:

- ☐ Full Abilities
- ☐ Up to 15 minutes
- ☐ 15-30 minutes
- ☐ Other (specify):

Sitting:

- ☐ Full Abilities
- ☐ Up to 30 minutes
- ☐ 30 minutes – 1 hour
- ☐ Other (specify):

Lifting from floor to waist:

- ☐ Full Abilities
- ☐ Up to 5 kilograms
- ☐ 5-10 kilograms
- ☐ Other (specify):

**Lifting from
Waist to
Shoulder:**

- ☐ Full Abilities
- ☐ Up to 5 kilograms
- ☐ 5-10 kilograms
- ☐ Other (specify):

Stair Climbing:

- ☐ Full Abilities
- ☐ Up to 5 steps
- ☐ 6-12 steps
- ☐ Other (specify):

☐ **Use of hand(s):**
Left Hand

- ☐ Gripping
- ☐ Pinching
- ☐ Other (*specify*):

Right Hand

- ☐ Gripping
- ☐ Pinching
- ☐ Other (*specify*):

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

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

☐ 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”

LOCAL COLLECTIVE AGREEMENT ENGLISH AS A SECOND LANGUAGE NURSERY INSTRUCTORS COLLECTIVE AGREEMENT

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ARTICLE 1 RECOGNITION

- 1.01** The Board recognizes the Union as the exclusive bargaining agent for all Nursery Instructors employed by the Toronto Catholic District School Board in the City of Toronto, save and except supervisors and persons above the rank of supervisor, weekend instructors and persons covered by subsisting collective agreements. It is understood that the term "instructor" in this collective agreement includes the position of instructor in charge which is included in the bargaining unit.
- 1.02** A "Full-time" instructor means an instructor who is employed to instruct for twenty-five hours or more per week.
- A "Part-time" instructor means an instructor who is employed to instruct for fifteen hours or more per week.
- 1.03** The word "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above, except where the context otherwise provides

ARTICLE 2 MANAGEMENT RIGHTS

2.01 The Union acknowledges that it is the exclusive function of the Board to:

- (i) maintain order, discipline and efficiency;
- (ii) hire, direct, classify, transfer, promote, demote, lay off and to discharge, suspend, or otherwise discipline employees for just cause, subject to the provisions of this Agreement;
- (iii) establish from time to time and enforce written rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employees; AND
- (iv) generally to manage, maintain and operate its school system in accordance with the laws of the Province of Ontario and the regulations made pursuant thereto.

ARTICLE 3 NO UNION ACTIVITY OR DISCRIMINATION

- 3.01** There shall be no solicitations of membership in any union or collection of union dues, assessments or fines or any union activity on any premises of the Board except as expressly permitted.
- 3.02** The Board and the Union agree that there shall be no discrimination practiced or permitted by either the Board, the Union or the Local Union or any of their officers or representatives, against any employee or any representative of the Board in accordance with the Ontario Human Rights Code, as amended from time to time.

ARTICLE 4 NO CESSATION OF WORK

- 4.01** Neither the Union, the Local Union, nor any employees shall take part in or call or encourage any strike, sit-down, slowdown, any suspension of work, picketing or other concerted or individual activity designed to restrict or limit the operations of the Board. In the event of any such activity, the Union and the Local Union, through its officers, representatives and stewards, will instruct the employees involved to return to work and perform their usual duties and, if advisable, resort to the grievance procedure provided herein. The Board shall not engage in any lockout of the employees. "Lockout" shall be as defined in the Labour Relations Act of Ontario.

Notwithstanding the foregoing, employees may strike and the Employer may lock out employees in accordance with the provisions of the Labour Relations Act of Ontario.

ARTICLE 5 UNION SECURITY

- 5.01** The Board shall deduct from each pay cheque in each month of every employee who is presently a member of the Union and of every new employee who has completed three (3) months from the employee's date of last hiring, a sum equal to the monthly dues as determined by the Local Union's by-laws. The Board shall remit such deduction to the CUPE National Office with a copy to the Secretary Treasurer of the Local Union along with dues deductions and the list of salaries from which such dues are deducted together with a list of names of the employees from whom such deductions were made, five (5) days after deductions were made.
- 5.02** The Board shall supply the Local Union, each October, January and May with an up-to- date computerized list containing the names, addresses, phone numbers and postal codes then on file for each employee.

ARTICLE 6 UNION REPRESENTATION

- 6.01** The Local Union will elect a bargaining committee, in accordance to its by-laws, which shall be composed of not more than three (3) employees. In the event of a vacancy on this Committee, the Local Union may appoint or select a member to fill this position. Such committee, together with the President of the Local Union, shall represent the Union in all negotiations with representatives of the Board for a renewal of this Agreement. The National Representative shall form part of the committee.
- 6.02**
- a) The Local Union may also appoint or otherwise select one (1) steward, who may be designated as the Grievance Officer.
 - b) In addition to the Local Union President or designate, the Local Union may be represented in the grievance process by the respective steward and/or Grievance Officer appointed or otherwise selected by the Local Union.
- 6.03** A steward's function shall be to assist an employee in the preparation and presentation of grievances. A steward, with the prior permission of his/her immediate supervisor (such permission not to be unreasonably withheld), shall be allowed such time off as is necessary for the prompt investigation and settlement of grievances. Until such time as the Board believes the privilege of such time off is being abused, stewards shall suffer no loss in pay for any portion of their regularly scheduled work-time spent with such permission in servicing grievances.
- 6.04** Members of the bargaining committee, for any portion of their regularly scheduled work- time spent with the permission of the Board in attending negotiation meetings, shall suffer no loss in pay.
- 6.05** The Local Union shall notify the Executive Superintendent of Human Resources, Leadership and Equity in writing of the names of its officers and stewards at least once every six (6) months and whenever changes occur.
- 6.06** The Local Union may elect, at any time, to have the assistance of representatives of the Union when dealing with matters affecting this Collective Agreement.
- 6.07** The Board shall arrange with one of the stewards to speak to each new employee for not more than twenty (20) minutes during the department's annual professional development day without loss of pay for the purpose of acquainting the new employee about membership in the Union and the employee's responsibilities and obligations to the Board and to the Union.
- 6.08** During the life of the agreement, the local union shall continue its current participation on the Board Joint Health and Safety Committee for support staff.

ARTICLE 7 GRIEVANCE PROCEDURE AND MEDIATION/ARBITRATION

7.01

- a) Should any difference (hereinafter called a "grievance") arise between the Board and any employee as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such grievance without undue delay shall be made in the following manner.
- b) The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays and the specified holidays recognized herein and may be extended in writing by mutual consent of the parties.

7.02 Stage One - An aggrieved employee shall first meet with their immediate supervisor/designate to discuss the grievance. The meeting shall take place within ten (10) working days from the time the issue arose. The aggrieved employee may request to have a steward present.

7.03 Stage Two – The Grievance Officer shall first communicate with the Supervisor/Designate to discuss the grievance. This communication shall take place within ten (10) working days from the date that Stage One took place.

7.04 Stage Three - If within five (5) days from the time of such communication with the supervisor/designate, a satisfactory decision in writing is not given, the employee accompanied by a steward and/or grievance officer or designate, may within ten (10) days after such decision has been given make representation in writing to the Senior Coordinator of Labour Relations or designate.

Such representation shall state the nature of the grievance, the remedy sought and any provisions of the Collective Agreement, Legislation or Act, upon which the grievance is based. Such official or the other designate shall notify the Union of the time and place at which they will meet to discuss and consider the written representations. Every effort will be made to settle such grievance within ten (10) days of receipt of the written grievance. Such official shall give the decision in writing on behalf of the Board within ten (10) days of such meeting. At the request of either party, a national representative of the Union may be present.

7.05 Any difference (hereinafter called a "policy difference") arising directly between the Board and the Local Union as to the interpretation, application, administration or alleged violation of the Agreement, other than a difference directly affecting individual employees, may be submitted in writing by either party hereto with opportunity for discussion between the officers of the Local Union and representatives of the Board. A meeting for the purposes of such discussion shall be held within fifteen (15) days from the date when the policy difference was submitted. At the request of either party a national representative of the Union shall be present at such meeting. If the parties are unable to settle such policy difference within ten (10) days from such discussion then the party to whom the said notice was delivered shall reply to such policy difference in writing within ten (10) days from such discussion. All policy grievances shall be lodged at stage three of the grievance procedure.

- 7.06** Nothing in this Agreement shall be deemed to take away the right of an individual employee to present any of the employee's personal problems (other than one which could be presented as a grievance hereunder) to any official of the Board.
- 7.07** If any grievance or policy difference, including any question as to whether the matter is arbitrable or not, shall not have been satisfactorily settled pursuant to the provisions of this Article, the grievance or policy difference may then be referred by either party to this Agreement to mediation/arbitration by written notice given to the other party within fifteen (15) days from the date when the decision of the Senior Coordinator of Labour Relations or designate at Stage Three was or should have been given or, in the case of a policy difference, within fifteen (15) days from the date when the written reply to the submission was or should have been delivered. Either party can refer the grievance to Mediation/Arbitration. No person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance or policy difference.
- 7.08** If the parties fail to agree upon an arbitrator within ten (10) days, either party may request the Office of Arbitration of the Ministry of Labour to choose an arbitrator. The decision of the arbitrators shall be final and binding upon all parties concerned, and any employee affected by it. In no event shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.
- 7.09** In any mediation/arbitration the written representation of the employee made at Stage Three and any decision of the Board or, in the case of a policy difference, the written submission and any reply thereto shall be presented to the mediator/arbitrator and the award of the mediators/arbitrators shall be confined to determining the issue therein set out.
- 7.10** Each party to an arbitration shall be entitled through counsel or otherwise to present evidence, to cross-examine any witnesses of the other party and to present oral arguments. Briefs of arguments may be presented by each party and each party shall be entitled to reply to the brief of argument presented by the other.
- 7.11** Witness fees and allowances shall be paid by the party calling the witness.
- 7.12** Each party shall pay one-half (1/2) of the expenses and fees payable to the Mediator/Arbitrator.
- 7.13** If any party disagrees with the other as to the meaning or application of the decision, it may apply to the arbitrators within ten (10) days from the issue of the decision with a request to clarify the decision and issue a clarification of their decision.
- 7.14** Should any grievance arise between the Board and any employee or any direct difference between the Board and the Union or Local Union, or should any employee believe that the employee's discharge is in violation of this Agreement and should any party desire to take advantage of the procedure provided for in this Article, each step in such procedure (including any reference to mediation/arbitration) required to effect a satisfactory disposition of the matter shall be taken by such party within the time limited above set forth or the matter shall be deemed to have been abandoned.

ARTICLE 8 DISCHARGE AND DISCIPLINARY PROCEDURES

- 8.01** A claim by an employee that the employee has been unjustly discharged or suspended will be treated as a grievance if a written statement of such grievance is lodged with an Labour Relations designate within ten (10) days after the occurrence of the matter which is the subject of the grievance.
- 8.02** Such grievance may be settled under the grievance procedure, including mediation/arbitration, provided by this Agreement, commencing with Stage Three.
- 8.03** If the Board censures an employee in such a manner as to indicate that a repetition of any offence or failure to perform may lead to the employee's discharge, it shall prepare a written memorandum thereof and give a copy thereof to the employee and to the Recording Secretary of the Local Union.
- 8.04** At the written request of an employee the Board shall, within five (5) days, allow the employee to inspect the employee's personnel file with prior arrangement made with the Coordinator, Continuing Education. Such inspection may be made up to twice a year and shall be in the presence of such Coordinator, Continuing Education or designate. The employee's response to anything contained in such file shall become a part of such file provided such response is made within five (5) days from the date when the employee inspected the file. The employee's personnel file shall be defined herein as such file containing the employee's official work record including all references to performance, evaluation, and discipline.
- 8.05** Where the Board issues an adverse report concerning an employee, such employee may, if the employee acknowledges receipt of a copy of such report, file a reply thereto with the Board within ten (10) days from such receipt and such reply shall become a part of the employee's file. Where an employee has a clear record for three (3) years following a threat of discharge, and/or for one (1) year following a suspension or a written or oral warning, the employee's prior record will not be used against the employee in any subsequent discipline, and the corresponding documents will be removed from the file. However, if the incident has a direct impact on the employee's relationship with students, the Board may retain the record for five (5) years.
- 8.06** In the event that the Board intends to suspend an employee for more than part of a day or to discharge the employee, the employee's immediate supervisor, or designate of the Board shall inform such employee that a steward may be present. Failure to so inform the employee shall not affect the validity of the suspension or discharge.

ARTICLE 9 SENIORITY

9.01

- a) For the purpose of this Agreement an employee's seniority shall commence with the date of the employee's most recent hiring (other than as a result of a recall after a layoff) by the Board and shall be maintained and accumulated so long as the employee remains in the employ of the Board during
 - i) a layoff within any period during which the employee was entitled to be recalled;
 - ii) any sickness or accident, up to but not exceeding a maximum of two years of continuous absence from work;
 - iii) any authorized leave of absence, up to but not exceeding a maximum of two years of continuous absence from the Board; and
 - iv) any period of secondment to another organization authorized by the Board.
- b) "Service or continuous service" shall be determined by the length of actual service with the Board and shall not include any period of time while the employee is absent from work because of:
 - i) leave of absence in excess of thirty (30) consecutive days;
 - ii) layoff;
 - iii) strike or lockout; OR
 - iv) illness or accident, unless covered by Workplace Safety and Insurance sick leave with pay, in excess of thirty (30) consecutive days.

9.02

- a) When a probationary employee finishes the probationary period, the employee shall be entered on the seniority list and shall rank for seniority from the date the employee was last hired.
- b) An employee who is rehired by the Board within six (6) months of termination shall be deemed to have the seniority the employee had at the date of such termination.
- c) An employee with continuous service with the Board who has returned to the bargaining unit shall be deemed to have a length of seniority equal to that which the employee had accumulated at the time the employee was last appointed to a position outside the bargaining unit and after six months in the bargaining unit seniority shall be determined as if the service had been entirely in the bargaining unit.

9.03 A loss of seniority shall be deemed to have occurred if an individual employed by the Board

- i) quits;
- ii) is discharged and is not reinstated by reason of the grievance procedure; or
- iii) is laid off beyond the period during which the employee was entitled to be recalled.

9.04 Seniority lists shall be posted twice annually by the Board by January 31 and September 30, and a copy thereof shall be sent to the Recording Secretary of the Local Union. Such list shall contain the work location and job classification of each employee. The Continuing Education Department shall also notify the President and Recording Secretary of the Local Union of all hirings (including the work location and job classification of each new employee), lay-offs, transfers, secondments, completion of probation and terminations of employment within two (2) weeks of reporting such actions to the Board and of receiving Board approval where required.

9.05 Lay-Off and Recall

Lay-off shall include a reduction in the normal daily or weekly hours of work of one or more full-time or regular part-time employees.

- a) In all cases of lay-off due to a reduction in work force (other than lay-off of a temporary nature, i.e. two weeks or less) employees shall be laid off within their job classification in reverse order of their seniority ranking, provided that the Board may retain sufficient employees who possess the necessary qualifications, ability, knowledge and skill to perform the jobs available.
- b) In the event of proposed lay-off, the Board shall advise affected employees and the Local Union in accordance with provisions with the Employment Standards Act.
- c) An employee with seniority who is laid off shall retain seniority and be placed on the recall list for the following period of months based on such employee's length of continuous service set out below:

Service in Years	Period of Months
up to 2 years	12
more than 2 years	24

- d) An employee shall have the opportunity of recall from a layoff to an available opening posted on the department's telephone hotline, in order of seniority, provided he or she has the necessary qualifications and ability to perform the work available.
- e) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to layoff should it become vacant within twelve (12) calendar months after the recall.

- f) No new employee shall be hired until all those on the recall list have been given an opportunity to return to work.
- g) In the event of any temporary lay-off of two weeks or less due to a temporary shut-down of an instructional site due to an emergency, employees so affected shall be paid for such temporary lay-off subject to their reporting to any alternate temporary assignment.

9.06 No employee shall without the employee's consent, be appointed to a position the result of which the employee is no longer a member of the bargaining unit covered by this Agreement.

9.07 An employee assigned to a position shall not have their duties and responsibilities significantly altered without prior discussion between the employee and the Board.

9.08

- a) An employee whose position has become redundant may choose to bump the least senior employee in accordance with Article 9.05 provided the employee has the necessary skills and qualifications.
- b) Notwithstanding Article 9.05, an employee choosing not to exercise either option as outlined in Article 9.08(a) shall be placed on the recall list in accordance with Article 9.05(c).

9.09 No work will be contracted out if it causes the termination or lay-off of an employee with seniority or a reduction of hours for an employee with seniority.

ARTICLE 10 PERIOD OF WORK

10.01 (a) Hours of work shall normally be worked between 8:00 am to 10:00 pm.

(b) Instructors are entitled to an unpaid lunch break of at least one-half (1/2) hour.

10.02 The work year shall consist of the twelve month period of September 1 to August 31 with the understanding that programs and classes will cease during the annual Christmas and March breaks and during the month of August.

10.03 Instructors will be entitled to a rest period determined at the rate of five (5) minutes for each assigned instructional hour. Such break shall be scheduled for each instructional day with the approval of the immediate supervisor.

ARTICLE 11 SALARY RATES AND ADJUSTMENTS

11.01 It is understood and agreed that the salary rates set out in Article 11.01 include statutory holiday and vacation pay. The vacation pay monies shall be reflected on the employees' remuneration statements.

The following hourly rates shall be paid for each hour of assigned time.

Nursery Instructors

	Effective:	Hourly Rate:
1.75% incr.	Sept 1, 2019	22.40
1.75% incr.	Sept 1, 2020	22.79
3.75% incr.	Sept 1, 2021	23.64
\$1.00 incr.	Sept 1, 2022	24.64
\$1.00 incr.	Sept 1, 2023	25.64
\$1.00 incr.	Sept 1, 2024	26.64
\$1.00 incr.	Sept 1, 2025	27.64

Nursery Instructors In-Charge

	Effective:	Hourly Rate:
1.75% incr.	Sept 1, 2019	25.06
1.75% incr.	Sept 1, 2020	25.50
3.75% incr.	Sept 1, 2021	26.46
\$1.00 incr.	Sept 1, 2022	27.46
\$1.00 incr.	Sept 1, 2023	28.46
\$1.00 incr.	Sept 1, 2024	29.46
\$1.00 incr.	Sept 1, 2025	30.46

Casual Nursery Instructor

	Effective:	Hourly Rate:
1.75% incr.	Sept 1, 2019	21.11
1.75% incr.	Sept 1, 2020	21.48
3.75% incr.	Sept 1, 2021	22.29
\$1.00 incr.	Sept 1, 2022	23.29
\$1.00 incr.	Sept 1, 2023	24.29
\$1.00 incr.	Sept 1, 2024	25.29
\$1.00 incr.	Sept 1, 2025	26.29

Vacation pay 4% for employees with continuous service of less than five years. Vacation pay is 6% for employees with continuous service of five years or greater. Vacation and statutory holiday pay shall be paid in accordance with the Employment Standards Act, 2000.

Salary rates shall be in accordance with the Central Terms of this Collective Agreement and relevant legislation.

11.02

- a) In the event that the Board intends to implement a new job classification, it shall fix the hourly rate of pay which it considers to be in line with present rates in effect under this Agreement on the date when fixed. The Board shall notify the Local Union in writing of such intention, the hourly rate so fixed and the date of implementation of such new classification, which such date be no earlier than thirty (30) days after the date of such notice.
- b) If the Local Union believes that the hourly rate fixed for such new classification is not in line with such present rates then it may discuss such new rate with a representative of the Board if a request is made to the Senior Manager of Continuing Education within fifteen (15) days of such notice. If, within fifteen (15) days of initiating the discussion of the new range, the parties cannot agree the Local Union may submit the dispute to arbitration in accordance with clause 7.07.
- c) In its submission to the arbitrator, the Local Union shall state the hourly rate of pay it proposes for the classification and why it believes the Board's new range is out of line. If the arbitrator is satisfied that the new rate is out of line than it may set the hourly rate as it deems appropriate but in no event higher than the rate proposed by the Local Union.

If the arbitrator should set a rate which is higher than that of the rate set initially by the Board, then an employee who has been paid less than the hourly rate set by the arbitrator shall be awarded the difference between the rate the employee was being paid and the rate set by the arbitrator for all hours worked at such rate commencing with the day upon which the employee commenced to work in such new classification.

- d) Notwithstanding any discussions with the Local Union concerning the new hourly rate or any submission to arbitration, the Board may proceed to install an employee in such new classification on or after the date specified in the notice to the Local Union.

ARTICLE 12 HEALTH BENEFITS

NOTE: Please refer to the Employee Self Service Portal, the TCDSB Intranet, and Part A of the Collective Agreement for explanation of Health Benefits coverage.

- 12.01** The Board shall have the right to determine the carrier for LTD provided that any new plan is equal or better in every respect to the provisions of the existing plan. The Board shall meet and discuss with the Union any plan changes before they are implemented.

The Board shall continue the Long Term Disability plan in which all eligible employees are required to participate and shall pay 75% of the premiums.

- 12.02** (a) Eligible instructors shall participate in the Teachers' Pension Plan.
- (b) The Board shall contribute on behalf of eligible employees, not eligible for the Teachers' Pension Plan, according to the requirements of the Ontario Municipal Employees' Retirement System.

ARTICLE 13 SICK LEAVE

- 13.01** 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.”

ARTICLE 14 LEAVES OF ABSENCE

General

14.01

- a) Leaves of absence without pay, unless explicitly stated to the contrary in another clause or Article, are granted with the following conditions:
 - i) the Board shall not be required to pay benefits during the leave;
 - ii) no credits will be made to the sick leave plan during the leave unless provided however, any sick leave credits credited or accumulated prior to such leave, shall be available on resumption of employment with the Board; and
- b) If the leave of absence without pay, including any extension to the initial leave, is fifteen (15) working days or less, the Board will continue to pay its share of the health plans unless prohibited by the carrier.
- c) An employee who is on any leave without pay in excess of fifteen (15) working days may, to the extent permitted by the carriers thereof, continue to be covered by the Board's health plans, if the employee pays the total cost of the premiums therefor.

14.02

- a) If an employee is absent from work due to illness or accident for a period of time extending beyond the end of the school year, or if such absence is contemplated to extend beyond the end of the school year, the Board may fill the employee's last position through the transfer process.
- b) If an employee returns to work from sick leave or leave of absence (including Workplace Safety and Insurance) the employee shall return to the last position which the employee held prior to the leave.

Union Business

14.03

- a) An employee who is elected or appointed for a full-time position with the Local or National Union shall be granted a leave of absence without pay for a period of up to three (3) years. Such leave may be extended by the Board. Upon completion of the leave of absence, the employee shall return to the same position and location they held at the beginning of the leave. In the event that the leave is extended beyond three (3) years the Board may fill the vacancy arising out of the leave of absence permanently in accordance with Article 15. The redundancy clause under Article 9.08 shall apply in the event the position disappears.
- b) Any leave of absence granted in accordance with Article 14.03 (a) shall be without a loss of seniority and will continue to accumulate seniority and years of service notwithstanding Article 9.01 (b). During such leave, the Board shall pay the employee their regular wages and benefits and bill the cost of such, less the Education Workers Benefit Trust (formerly the

Employee Life and Health Trust) portion, to the Union for reimbursement.

- c) The President of the Local shall be granted a leave of absence without pay and without loss of seniority. Upon completion of the leave of absence, the employee shall return to the same position and location they held at the beginning of the leave. This provision shall apply to a single non-renewable term not exceeding three (3) consecutive years. In the event that the leave is extended beyond three (3) years, or the position has disappeared, the redundancy clause, under Article 9.08 shall apply.

14.04 Upon written request by the Local Union to the Board given at least ten (10) days in advance, the Board will grant leaves of absence without pay, if such leaves do not unduly interfere with the Board's operations, to employees to attend Union conventions or seminars provided:

- a) such leaves do not exceed an aggregate of twenty-five (25) workdays in any calendar year provided the Director of Education may, at the request of the Local Union, grant an additional five (5) workdays in any calendar year;
- b) no more than ten (10) employees are absent on such leaves at any one (1) time and no more than one (1) employee is absent from the same department or school; AND
- c) no employee is entitled to more than twenty (20) such days off in any one calendar year.

Compassionate Leave

14.05

- a) The Board shall grant to an employee requiring leave by reason of a death in the employee's immediate family (spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandchild or grandparent) up to five (5) working days without loss in pay, for the purpose of attending the funeral.
- b) The Board shall grant an employee a leave of absence of up to two (2) days with pay to enable the employee to attend the funeral of an uncle, aunt, brother-in-law, son-in-law, daughter-in-law, sister-in-law or grandparent-in-law of the employee.
- c) When by reason of the death of a relative referred to in (a) or (b) an employee who requires additional time to that granted under (a) or (b) the Board, in its discretion, may allow additional time off with pay to be deducted from the employee's accumulated sick leave.
- d) The Board may grant one (1) day's leave without loss in pay to an employee to attend a funeral as a pallbearer or mourner.

Pregnancy/Parental Leave

14.06

- a) Upon request, employees shall be granted pregnancy and/or parental leave without pay in accordance with the Employment Standards Act. 37
- b) Upon application by the employee granted a pregnancy and/or parental leave, the Board shall continue to pay its share of those benefit plans which the employee already enjoys, in accordance with the Employment Standards Act.
- c) An employee taking a pregnancy and/or parental leave who is subject to a waiting period of at least one weeks before receiving E.I. benefits, shall receive a Supplemental Unemployment Benefits (SUB) payment as described in Appendix B, upon appropriate verification to the Board. This payment shall be the same amount as the employee receives in E.I. benefits for a one week period. In order to meet the requirements of the Central agreement, for employee taking a leave of greater than 12 months, the total payment they receive for the waiting period is equal to the total payment received for two weeks EI rate to a maximum of \$900.
- d) Employees who take leaves in accordance with the Employment Standards Act, shall return to the same school and/or assignment. For those taking an extended leave, every effort will be made to place them in the same family of schools or administrative area in accordance with clause 22.13.

14.07

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.

Personal Leaves

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

14.09 a) Urgent personal business is business affecting one's personal affairs which must be conducted and which cannot be scheduled outside regular hours of work.

(b) If such leave is for urgent personal business and is recommended by the Senior Manager of Continuing Education in whose jurisdiction the employee is located, and approved the Senior Manager of Continuing Education the employee may elect to take up to two (2) days per calendar year with no loss in pay resulting therefrom or to take such leave without pay.

14.10 Where an employee is unable to arrange for anyone other than the employee to care for a member of the employee's immediate family [as defined in section 14.05(a)] who is seriously ill, such employee may, with the permission of the department supervisor, use up to a maximum of five (5) days, to care for such member. On request, the employee shall furnish acceptable evidence of such illness.

14.11

a) An employee may be granted a leave of absence for personal reasons (including a leave to attend an accredited education institution) other than illness or accident without pay if the completed application therefor is approved by the appropriate official of the Board and is sent to the Board's personnel office at least fifteen (15) days prior to the requested leave provided that in unusual circumstances the Board may waive such fifteen (15) day requirement.

b) If the employee returns to work within one year from the commencement of such leave;

- i. the employee shall return to the same classification and shall be entitled to any salary adjustments to which the employee would have been entitled if the employee had not been absent on leave.
- ii. the employee shall be considered redundant in the event the employee's position does not continue to exist as it did prior to the leave.

14.12 Leave for Indigenous Employees for the purpose of:

- voting in elections as indicated by self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work;
- Attendance at Indigenous cultural/ceremonial event.

- 14.13** a) While an employee is entitled to payment from the Workplace Safety and Insurance Board, the following shall apply:
- (i) any employee entitled to Workplace Safety and Insurance benefits shall be regarded as being on a leave of absence beginning on the first day for which such benefits are received. Such leave shall be granted initially to the end of the school year or for a period of time not exceeding one (1) year and upon request(s) shall be extended from time to time for up to, but not exceeding, two (2) full years from the date at which the leave began or the date on which a permanent pension is granted, whichever comes first;
 - (ii) during such leave, the payment will be 90% of the employee's regular salary; for a maximum of four (4) years and six (6) months.
 - (iii) the employee will direct all Workplace Safety and Insurance payments to the Board; and
 - (iv) the Board may use sick leave credits to which such employee is entitled, pending the decision of the Workplace Safety and Insurance Board to provide the 90% salary. Following the decision of the Workplace Safety and Insurance Board to grant payment of benefits, the Board shall reinstate the sick leave credits which have been utilized.
- (b) The Board shall continue to pay its share of the premiums required to be paid under Article 14 for employees who are in receipt of compensation other than for permanent disability or pension from the Workplace Safety and Insurance Board for a period of two years.
- (c) The employer agrees to provide a completed copy of the Form 7 to the employee concerned and the Local at the time the form is submitted to Workplace and Safety Insurance Board.
- (d) The Board agrees to establish a committee comprised of one (1) representative of the union and one (1) representative of the Board. Where so requested by an injured worker, the committee's terms of reference will be to make recommendations to affected employees and the Board regarding employment opportunities for injured workers, including modifications to the existing jobs and descriptions of other jobs appropriate to such employee's capabilities.

Return to Work Committee

- 14.14** The Board agrees to establish a committee comprised of one (1) representative of the union and one (1) representative of the Board. The committee's terms of reference will be to make recommendations to affected employees and the Board regarding employment opportunities for injured workers, including modifications to the existing jobs and descriptions of other jobs appropriate to such employee's capabilities.

The Committee will take into account:

- i. the type of work the individual is capable of performing;
- ii. the medical and physical restrictions imposed on the individual by a legally qualified medical practitioner(s);
- iii. the level of the individual's physical and occupational abilities;
- iv. the level of educational qualifications possessed by the individual; and
- v. the type of training or modifications of the job required in order for the individual to fully and capably perform the major responsibilities of an available rehabilitative employment assignment.

Other

14.15

- a) An employee who is quarantined, called for jury duty or is subpoenaed as a witness in a matter in which the employee is not a party or not the accused and who as a result thereof loses time from work shall receive the employee's salary for each day so lost. In the case of jury duty or subpoena the Board may require the employee to furnish a certificate of service signed by the Clerk of the Court before making such payment.
- b) If an employee is charged with a criminal or quasi criminal offence and is not found guilty of the offence or any other offence, or if the charge is withdrawn, such employee shall be entitled to the number of days that the employee was absent from work because of attendance at Court in connection with such charge. This paragraph shall not apply if the offence charged is one for which the employee has the option of electing to be tried in night court.

Deferred Salary Plan

14.16 The Board will grant leaves of absence of one (1) year to employees on the basis of spreading four (4) years' salary over (5) years (hereinafter called the "Plan") on the following terms and conditions:

- i. any permanent full-time employee who has completed at least two (2) years' employment with the Board may apply to participate in such Plan;
- ii. the maximum number of such leaves which may be granted under such Plan shall not exceed five (5) in any one work year;
- iii. an employee wishing to participate in such Plan shall apply on the form available from the Human Resources Department. The forms will be available on January 1 and must be received by the Human Resources Department on or before March 1 in order for the employee to be considered for participation in the Plan commencing at the start of the following prescribed school year.
- iv. Applications for such leave which have been approved by the immediate administrative and professional supervisors shall be considered by the Director who shall make the final

decision. An employee whose application is approved by the Director shall be so informed by June 1 next following;

- v. Each employee permitted to participate in the Plan shall enter into an agreement with the Board as follows:
1. in each of the four (4) years of the Plan commencing the start of the prescribed work year next following approval the employee shall be paid 80% of the salary and allowances to which the employee is otherwise entitled;
 2. the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited thereon at the rate payable from time to time by the Canadian Imperial Bank of Commerce on Daily Interest Savings Accounts and compounded annually;
 3. the leave of absence shall commence on the first work day of the prescribed work year of the 5th year from the commencement of the employee's participation in the Plan;
 4. during such work year of the leave of absence the Board shall
 - A) pay the employee all the funds accumulated pursuant to (2) and interest earned in accordance with the foregoing either in a lump sum or in instalments, as the employee may direct, and
 - B) pay that portion of the premiums payable for the benefit plans which it would have paid if the employee were not on leave;
 5. the employee shall pay that portion of the premiums payable for such benefit plans which the employee would have paid if the employee were not on leave and the employee's contributions to the Ontario Municipal Employees Retirement System;
 6. subject to any other provisions of the collective agreement, on the employee's return from the leave, the employee shall be returned to the same position and location, provided they still exist, in which the employee was employed immediately prior to such leave, if in the view of the Board it is practicable;
 7. during such leave, the employee's seniority shall accumulate;
 8. the employee shall not be entitled to any sick leave credits during the period of such leave but on the employee's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave;
 9. an employee declared redundant or who leaves active employment with the Board while participating in the Plan must withdraw therefrom. The employee shall then paid within sixty (6) days a lump sum equal to the employee's contributions plus interest accrued to date of the withdrawal;

10. the employee may withdraw from the Plan

- a) provided no replacement for the employee has been engaged by the Board,
- b) but may not do so after April 15 (or in the case of twelve month employees, October 15) in the calendar year in which the leave is to be taken except with the consent of the Board;

11. notwithstanding the foregoing, the Board may, if it is unable to employ an employee as a suitable replacement for the participating employee who is on leave, defer such leave for up to one (1) year. In such event the participating employee may withdraw from the Plan and the employee shall then be paid within sixty (60) days a lump sum equal to the employee's contribution plus interest accrued to the date of such withdrawal;

12. if an employee dies, retires, is dismissed or terminated or otherwise leaves active employment with the Board while participating in the Plan the employee's personal representative, in the event of the employee's death, or the employee shall be paid such lump sum and interest accrued up to the date of the employee's death, retirement, dismissal, termination or leaving, as the case may be.

14.17 The implementation of the Plan is conditional on approval by Revenue Canada and the obtaining of an advance income tax ruling that any employee entering the Plan will be subject to tax in each of the five years only on the amount of income actually received by the employee in the year and that the tax to be withheld by the Board shall be based on the amounts actually paid to the employee.

ARTICLE 15 JOB POSTING

15.01 When a permanent vacancy occurs, or a new position is created in the bargaining unit, the Employer shall notify the Union in writing and post notice of the position for a minimum of seven (7) working days setting forth the duties of the position, the location involved, the rate of pay and the qualifications therefore. The aforementioned postings shall likewise be placed on the continuing education department's adult programs telephone hotline for a minimum of seven (7) working days. Any employee may apply for such position in writing within five (5) such days. Postings of vacant positions will be postponed during the month of August.

15.02

- a) Vacancies and new positions including promotions within the bargaining unit shall be filled on the basis of the relative seniority of the applicants and the qualifications as per the job posting to perform the job.
- b) Where two or more applicants are relatively equal with regard to the posted qualifications, the more senior applicant shall be awarded the posted position.

15.03

- a) Any vacancy arising as a result of a transfer affected by the job posting provision of the collective agreement shall be made available to employees on the recall list in order of seniority but shall not be posted on the department's telephone hotline.
- b) Any such vacancy not filled by a redundant employee shall be filled at the discretion of the Board.

15.04 An employee shall not be entitled to more than (1) lateral transfer in any period of twelve (12) months except at the discretion of the Board.

15.05 No employee shall be transferred to a position outside the bargaining unit without their consent. The Union shall be notified of all appointments, hiring, lay-off, transfers, recalls and of termination of employment of employees in the bargaining unit.

15.05 Employees wishing to exchange assignments shall submit such request in writing the Coordinator, Adult Education Program. Any approval of an exchange of assignments shall be made in writing to each of the two employees involved and shall be made effective at the next natural break of the Program. Such approval shall not be unreasonably withheld.

ARTICLE 16 PROBATIONARY EMPLOYEES

- 16.01** A new employee shall be considered as a probationary employee for a period of six (6) months from the time of first commencing to work for the Board. The probationary period may be extended by three months if the Board notifies the Local Union in writing of the intended extension at least one month before the end of the probationary period. The Local Union shall notify the Board in writing within 5 days of receipt of notice if it does not concur with such extension.
- 16.02** Notwithstanding other clauses in this Agreement a probationary employee may be dismissed, suspended or otherwise disciplined if the probationary employee is unable to perform adequately the functions of the position for which the probationary employee is hired or is otherwise unsuitable as an employee.
- 16.03** Notwithstanding other clauses in this Agreement, the privileges of seniority are not available to probationary employees.

ARTICLE 17 TEMPORARY EMPLOYEES

17.01

- a. A temporary position is one which the Board believes will not continue for more than one year.
- b. A term employee is a person hired by the Board to fill a temporary position.
- c. The employment status of a term employee is neither probationary nor permanent.
- d. The employment will terminate upon completion of the job for which the term employee was hired or upon the expiration of the specified time period.

17.02 If a temporary position subsequently becomes a permanent position, then such position must be posted as a new vacancy in accordance with Article 15.

ARTICLE 18 HUMAN RIGHTS

18.01 The Sexual Harassment Policy and complaint procedure as established by the Board and as amended from time to time shall apply to all employees covered by this Collective Agreement.

The Board and all employees recognize that every employee has the right to freedom from assault in the workplace. The policy statements of the Board on Safe Schools shall apply to all employees covered by this Collective Agreement.

ARTICLE 19 ESL NURSERY SUPPLY INSTRUCTOR SENIORITY LIST

- 19.01** A Nursery Supply Instructor shall work a minimum of fifteen (15) hours in a school year in order to maintain their name on the Seniority List.

Employees on the current supply list will be notified by mail the requirement to work a minimum of 15 hours each school year in order to maintain their name on the Nursery Supply Instructor Seniority List and shall be given the opportunity to submit their availability in August of each school year.

ARTICLE 20 MISCELLANEOUS

- 20.01** The Board shall provide bulletin boards at Board locations accessible to the employees and upon which the Union shall have the right to post notices of meetings, seniority lists provided by the Board, and other notices approved by the Board.
- 20.02** All correspondence between the Board and the local Union arising out of this Agreement, or incidental thereto, shall pass to and from the Senior Coordinator of Labour Relations, to the President with copies to the Recording Secretary of the Local Union with copies to the National Representative of CUPE assigned to the Local Union.
- 20.03** Employees shall be re-imbursed for any tuition costs incurred for courses required to be taken by the Board.
- 20.04** The Board shall make a copy of this Agreement available on its website. The Union shall be supplied with five (5) hard copies. The Board shall supply an electronic copy of this Agreement to each new employee at the time of hiring.
- 20.05** Employees who, with approval use their cars (or other approved vehicles) in the discharge of their duties shall be paid a travel allowance for kilometers travelled at a rate and in a manner outlined by Board policy, provided it is in compliance with the Canada Revenue Agency (CRA) mileage rate.
- 20.06** The Board agrees that representatives of its management will meet the officers of the Local Union periodically, but not more often than quarterly, to discuss matters of mutual concern. The Local Union shall provide a proposed agenda one (1) week in advance with any request for such a meeting. When meetings are held during an employee's working hours, the employee shall not suffer any loss in pay.
- 20.07** (a) The Board will designate one (1) day during the school year as a professional development day for all employees covered by this collective agreement.
- (b) The Board will organize programs related to the functions of the employees for such professional development day which the employees shall attend without any loss in pay.

ARTICLE 21 IMPLEMENTATION AND TERMINATION

21.01 Save as otherwise set out, this Agreement shall become effective September 1, 2022 and shall terminate on August 31, 2026.

ARTICLE 22 NOTICE OF RENEWAL

22.01 Either party hereto may require the other party to enter into negotiations for the renewal of this Agreement on ten (10) clear days' notice given to the other party within the period of three (3) months immediately prior to its expiry date, specifying any modifications or amendments requested.

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

Director of Education
Toronto Catholic District School Board 80 Sheppard Avenue East
North York ON M2N 6E8

Canadian Union of Public Employees National Office
80 Commerce Valley Drive East Markham, ON L3T 7T2

Canadian Union of Public Employees Local 1328
c/o The President
17 Belmont Street Toronto, ON M5R 1P8

22.03 Any notice given under this Agreement shall be deemed given and received as of the business day immediately following the date of mailing.

IN WITNESS WHEREOF the authorized representatives of the Board, of the Union and of the Local Union have hereunto set their respective hands and seals.

FOR THE UNION

Signed by:


Sharon Flynn

President Jan 2024- Present


Signed by:


Leila Meskine

CUPE National Representative Feb 2024- Present

FOR THE BOARD

Signed by:


Lynda Coulter

Executive Superintendent, Human Resources

DocuSigned by:


Joe Garritano

Human Resources, Labour Relations

Robin Campagnaro
Local Administrator Jan 2022- Jan 2024

Kimberly Blanchard
CUPE National Representative until Feb 2024

APPENDIX A

LETTER OF UNDERSTANDING

During the negotiation of the first collective agreement, the parties agreed that the practice of utilizing some Instructors as Program Consultants would continue during the life of the collective agreement.

APPENDIX B

LETTER OF UNDERSTANDING

ADVISORY REDEPLOYMENT COMMITTEE

In the event of a reduction in the workforce causing layoffs, except for the reduction of hours of work due to student enrolment, an Advisory Redeployment Committee shall be established no later than two (2) weeks after notice of layoff is given to the Union provided that a minimum of five (5) CUPE 1328 Adult ESL Nursery employees, are affected.

The mandate of the Committee is to:

- i) identify and propose alternatives to the proposed layoff(s) of the position(s).
- ii) identify vacant positions, or positions which may become vacant, within a twelve (12) month period either;
 - a) within the bargaining unit;
 - b) within another CUPE bargaining unit.
- iii) Where applicable, identify retraining needs of workers.
- iv) The parties shall make every effort to find alternatives to layoffs.
- v) The Advisory Redeployment Committee shall be comprised of two (2) representatives of each of the Employer and the Union. Meetings of the Advisory Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be considered work time.
- vi) Each party shall appoint a co-chair for the Advisory Redeployment Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the committee may direct.
- vii) The Committee shall report its findings and make its recommendations to the Director of Education.

APPENDIX C

LETTER OF UNDERSTANDING

RE: ATTRIBUTABLE HOURS OF INSURABLE EMPLOYMENT

This will confirm that, with the consent of the Union and conditional upon any initial and continuing approvals required under the Employment Insurance Act and Regulations, the Toronto Catholic District School Board agrees to the use of the following formula for the sole and exclusive purpose of reporting insurable hours on an Employee's Record of Employment.

Employees of this bargaining unit are deemed to have worked 1.25 hours for each hour they are paid.

APPENDIX D

LETTER OF UNDERSTANDING

REPLACEMENT OF INSTRUCTOR IN CHARGE

The parties agree to meet within 30 days of ratification to discuss and review options with regard to the replacement of an Instructor In Charge who is absent.

The focus of such review shall address the use of on-site Instructors as replacements, implications with regards to the Board's Human Resources/Payroll systems and current contractual provisions.

Any replacement process that may be mutually determined shall continue for a period of one year from the date of trial or for such longer period of time as may be agreed to.

APPENDIX E

LETTER OF AGREEMENT

CONTRACTING OUT

In the event the Board proposes to contract out any work normally performed by employees, the Board shall notify the Local Union at least two months in advance, where possible, and discuss with the Union such proposal or decision. No bargaining unit work shall be contracted out without prior consultation with the union.

APPENDIX F

OMERS CONTRIBUTORY EARNINGS

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

Contributory earnings must include all regular earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected to normally occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (for example, flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);

- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP) the balance of the extension period becomes unpurchasable service;
- Stand-by pay/call in pay (pay for being on call, not pay for hours worked when call in) where this pay is in relation to duties that are an extension of the member's normal job;
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- Ongoing taxable payments to pay for costs (for example, educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings;
- Payments 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.

APPENDIX G

LETTER OF UNDERSTANDING

RE: EMPLOYMENT INSURANCE REBATE ENTITLEMENT (ARTICLES 12.01 & 12.02)

- a)** Any Employment Insurance rebate to which the employees may be entitled shall continue to be applied by the Board toward its cost of the benefits supplied in accordance with sections 12.01 and 12.02 of this collective agreement.
- b)** The Board shall provide, upon the Union's written request, the amount of such annual rebate, if any, for the most recent year.

ADDENDUM
TO THE COLLECTIVE AGREEMENT
BETWEEN
TORONTO CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter "Employer")
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1328
(hereinafter "CUPE" or "Union") (collectively "the parties")

WHEREAS CUPE was recently certified as the bargaining agent for all Nursery Instructors employed by the Toronto Catholic District School Board save and except supervisors and persons above the rank of supervisor, by the Ontario Labour Relations Board ["Board"] on July 25th, 2018 [Board File No.: 1173-18-R].

WHEREAS CUPE and the Employer are parties to a Collective Agreement effective 1 September 2014 to 31 August 2019 with respect to certain employees ["Collective Agreement"];

AND WHEREAS the collective agreement in effect between CUPE and the Toronto Catholic District School Board does not currently cover ESL Nursery Supply Instructors.

AND WHEREAS the parties wish to incorporate the amended bargaining unit description into the existing collective agreement as a new Article in the next round of local collective bargaining, subject to any rights, additions, deletions and limitations outlined in the central collective agreement. In the event of any conflict between the provision of this Addendum and any other provision of the Collective Agreement, the Addendum shall prevail.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The parties agree that the preamble shall form part of this addendum.
2. Toronto Catholic District School Board recognizes CUPE as the sole and exclusive bargaining agent for certain employees at Toronto Catholic District School Board in accordance with the terms set out herein.

Bargaining Unit Consolidation

3. CUPE was recently certified as the bargaining agent for a bargaining unit of employees of the Employer as follows:

All Nursery Instructors employed by Toronto Catholic District School Board, in the

City of Toronto save and except supervisors and persons above the rank of supervisor. [By Decision of the Ontario Labour Relations Board dated July 25, 2018. Board File No.: 1173-18-R].

4. The currently existing bargaining unit of employees of the Employer that CUPE currently represents is as follows:

The Board recognizes the Union as the exclusive bargaining agent for all Nursery Instructors employed by the Toronto Catholic District School Board in the City of Toronto, save and except supervisors and persons above the rank of supervisors, instructors who normally work less than 15 hours per week, weekend instructors and these persons for whom a trade union held bargaining rights on the date of application. It is understood that the term “instructor” in this collective agreement includes the position of instructor in charge which is included in the bargaining unit.

A “Full-time” instructor means an instructor who is employed to instruct for twenty- five hours or more per week.

A “Part-time” instructor means an instructor who is employed to instruct for fifteen hours or more per week.

The word “employee” or “employees” wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above, except where the context otherwise provides.

5. The parties hereby agree to amend the scope of the Collective Agreement as follows, with the result of consolidating the bargaining units described in paragraphs 3 and 4.
6. All Nursery Instructors employed by the Toronto Catholic School Board, in the City of Toronto, Ontario, save and except supervisors, persons above the rank of supervisor, weekend Nursery instructors and persons covered by subsisting collective agreements.
7. The Toronto Catholic District School Board and CUPE recognize and agree that all terms and conditions set out in the Collective Agreement between CUPE and its Local 1328 effective 2014 to 2019, attached hereto and forming part of this agreement, shall apply to all members of the consolidated bargaining unit described in paragraph 5 effective the date that this Agreement is signed. The Collective Agreement shall continue to apply, in the normal course, until such time as the parties have negotiated, or received through interest arbitration, a new collective agreement.
8. The current wage rates of the ESL Nursery Supply Instructors **\$21.75**. The Employer and CUPE agree the issue of union dues from December 1, 2018 forward, along with any applicable grid increases resulting from the central agreement from December 1, 2018 to present, will be resolved at the time this Addendum is signed.

Seniority

9. The Parties agree that effective July 25, 2018, the seniority dates of all employees captured by the bargaining unit description described in paragraph 5 will be calculated in accordance with the date of hire into the bargaining unit.
10. Employees captured by the bargaining unit descriptions in paragraph 3 and 4 shall have their seniority dovetailed.
11. A new seniority list shall be created by the Toronto Catholic District School Board and provided to CUPE not later than 120 days from the signing of this Agreement, inclusive of phone numbers and addresses.
12. CUPE will have 120 days from receipt of the newly merged seniority list to raise any issues with respect to the accuracy of the list.

Other Matters

13. The Parties agree to work cooperatively to resolve any issues that may arise as a result of the interpretation and/or implementation of this Memorandum of Agreement. Any disputes regarding the interpretation and/or implementation of this Agreement shall be dealt with through the arbitration process set out in the Collective Agreement attached hereto. The Parties acknowledge and agree that this Agreement forms part of the Collective Agreement and may be enforced as such.
14. The parties agree that an arbitrator appointed to resolve a dispute regarding the interpretation and/or implementation of this Agreement shall have the authority and jurisdiction to interpret and apply the terms of this Memorandum of Agreement.
15. A Nursery Supply Instructor shall work a minimum of fifteen (15) hours in a school year in order to maintain their name on the Seniority List.

Employees on the current supply list will be notified by mail the requirement to work a minimum of 15 hours each school year in order to maintain their name on the Nursery Supply Instructor Seniority List and shall be given the opportunity to submit their availability in August of each school year.
16. The Board shall within four (4) weeks following ratification of this addendum post the Nursery Seniority List, subject to paragraphs 11 and 12 above being resolved.
17. The Board shall within four (4) weeks following ratification of this addendum arrange with one of the stewards chosen by the Union to speak to the Nursery ESL Instructors at the same time, on a one-time basis, for not more than twenty (20) minutes without loss of pay to the steward, to be arranged at the Catholic Education Center. For clarity, the Nursery Instructors will not be paid to attend this meeting.
18. The Board shall within five (5) weeks following ratification provide a copy of this addendum

and the existing Collective Agreement to all Nursery instructors.

19. This agreement may be signed in counterparts.

Signed this 22 day of April 2020 at the City of Toronto.



For the Union



For the Employer