



Windsor-Essex Catholic District School Board

Agreement

Between

THE WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD

And

**UNIFOR LOCAL 2458
OFFICE, CLERICAL AND TECHNICIAN
BARGAINING UNIT**

September 1, 2022 to August 31, 2026

FOREWORD

This Agreement, resulting from collective bargaining between The Windsor-Essex Catholic District School Board and UNIFOR and its local 2458, is for the purpose of producing the most favorable relationship between the employees and the employer.

The strongest effort should be exerted by everyone concerned to make it an effective document for the benefit of all.

The Union urges the members to consult with their Committee Persons concerning any matter pertaining to the provisions of this Agreement.

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APPENDIX 1 OCEW – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS)

C1.1 SEPARATE CENTRAL AND LOCAL TERMS

The collective agreement shall consist of Central Terms and Local Terms.

C1.2 Implementation

Central Terms may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent.

C1.3 Parties

The parties to the collective agreement are the school board and the bargaining agent. If applicable, 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.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)

C2.1 Single Collective Agreement

The Central and Local Terms of this collective agreement shall constitute a single collective agreement for all purposes.

C2.2 Term of Agreement

The term of this collective agreement, including Central Terms and Local Terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026, inclusive.

C2.3 Where Term Less Than Agreement Term

Where a provision of this collective agreement so provides, the provision shall be in effect for a term less than the term of the collective agreement.

C2.4 Term of Letters of Understanding

All Central Letters of Understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated herein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C2.5 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.

C2.6 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 28 and 31 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.
- b. Notice to commence bargaining shall be given by a Central Party:
 - i. Within 90 (ninety) days of the expiry 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.
- c. Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** 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 the Local Terms of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the Employer Bargaining Agency, the Council of Trustees’ Association (CTA) and the Employee Bargaining Agency, the Ontario Council of Educational Workers (OCEW).

The Ontario Council of Educational Workers (OCEW) refers to the designated Employee Bargaining Agency pursuant to subsection 20 (2) of the Act for central bargaining with respect to employees in the bargaining units for which OCEW is the designated employee bargaining agency. The OCEW is composed of:

1. COPE Ontario and its Locals 103, 429, 454, 527 and 529.
2. Essex and Kent Counties Skilled Trades Council.
3. Labourers’ International Union of North America, Local 837.
4. Maintenance and Construction Skilled Trades Council.
5. Ontario Public Service Employees Union.
6. Unifor

The Council of Trustees' Associations (CTA) refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the *Act* for central bargaining with respect to employees in the bargaining units for which OCEW is the designated employee bargaining agency. The CTA is composed of:

1. ACÉPO, which 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, which 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, which refers to the Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.
4. OPSBA, which refers to the Ontario Public School Boards' Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

C3.3 "Employee" shall be defined as per the *Employment Standards Act*.

C3.4 "Casual Employee" 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

C3.5 "Term Assignment" means, in relation to an employee,

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

C3.6 "School Board" (also referred to as "Board" or "Employer") shall have the same meaning as in the School Boards Collective Bargaining Act, 2014.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

C4.1 The CTA and OCEW agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.

C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C4.5 The committee shall include up to six (6) representatives from OCEW and up to six (6) representatives from the CTA. The parties agree that the Crown may attend meetings.

C4.6 OCEW and CTA representatives will each select one co-chair.

C4.7 Additional representatives may attend as required by each party.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the Central Process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a. A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any Central Term of a collective agreement.
- b. The “Central Parties” to the grievance process shall be defined as the Council of Trustees’ Association and the Ontario Council of Educational Workers (OCEW).
- c. The “Local Parties” shall be defined as the parties to the collective agreement.
- d. “Days” shall mean regular school days.

C5.2 Central Dispute Resolution Committee

- a. There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of four (4) representatives from the Council of Trustees’ Association, two (2) representatives of the Crown and six (6) representatives from the OCEW.
- b. The Committee shall meet at the request of one of the Central Parties. The Committee may meet in person, by tele or video conference or in any other manner agreeable to the committee.
- c. The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d. The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the Central Parties.
 - ii. To participate in voluntary mediation
 - iii. To intervene in any matter referred to arbitration.
- e. Only a Central Party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f. 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 central dispute resolution process including mediation and arbitration, and to direct them accordingly.

- g. Each of the Central Parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a. Any central provision of the collective agreement alleged to have been violated.
- b. The provision of any statute, regulation, policy, guideline, or directive at issue.
- c. A detailed statement of any relevant facts.
- d. The remedy requested.

C5.4 Referral to the Committee:

- a. Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b. A Central Party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- c. The Committee shall complete its review within 10 days of the grievance being filed.
- d. If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee acting by consensus, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- e. If the grievance is referred to arbitration, the other responding central party shall file a detailed statement of any relevant facts and its position on any issues remaining in dispute with the other Central Party and the Crown within 10 days. Within a further 10 days, the Crown shall advise the parties of its intent to intervene in the arbitration process and shall include a detailed statement of any relevant facts and its position on any issues remaining in dispute and file that statement with the Central Parties.
- f. All timelines are directory and may be extended by mutual consent of the parties.

C5.5 Voluntary mediation:

- a. The Central Parties may, on mutual agreement, request the assistance of a mediator.
- b. Where the Central Parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c. Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator:

- a. Arbitration shall be by a single arbitrator.
- b. The Central Parties shall select a mutually agreed upon arbitrator.
- c. The Central Parties may refer multiple grievances to a single arbitrator.
- d. Where the Central Parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either Central Party may request that the Minister of Labour appoint an arbitrator.
- e. The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

C5.7 The arbitrator shall have all of the powers provided to arbitrators under the *Labour Relations Act* and under section 43 of the *School Boards Collective Bargaining Act, 2014* and the authority to order a remedy which the arbitrator considers just and reasonable.

C6.00 WORK YEAR

The fulltime work year for all employees employed in EA and ECE job classes shall be a minimum of 194 work days to correspond with the school year calendar.

C7.00 SPECIALIZED RECRUITMENT AND RETENTION

The following language applies to a particular position that requires a 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.

C8.00 BENEFITS

The date on which the board and the bargaining unit commenced participation in the OECTA ELHT shall be referred to herein as the "Participation Date". For employees who joined the OCEW Benefits Plan, the Participation Date was June 1, 2018. For employees who joined the Unifor Benefits Plan, the Participate Date was November 1, 2018.

C8.1 Eligibility and Coverage

- a) The OECTA ELHT will maintain eligibility for OCEW and Unifor represented employees who are currently eligible for benefits, and any newly eligible employee covered by the local terms of the applicable collective agreement ("OCEW represented employees").
- b) Retirees who were previously represented by OCEW or Unifor, who were, and still are members of a board benefit plan as at the participation date are eligible to receive benefits through the ELHT with funding based on prior arrangements. Retirees will be eligible to transition from Board run benefits plans into segregated plans administered by the OECTA ELHT, subject to a Board's right to opt out, in accordance with Letter of Agreement #14.
- c) No individuals who retire after the Participation Date are eligible for benefits.

d) Notwithstanding b) and c):

- i. applicable Windsor Essex Catholic District School Boards' Unifor employees and retirees will be administered in accordance with the Minutes of Settlement signed by Unifor and the Crown on November 17, 2016;
- ii. applicable Greater Essex County District School Boards' Skilled Trades employees and retirees will be administered in accordance with the Minutes of Settlement signed by the school board, the members of the Skilled Trades Council, and the Crown on February 7, 2019; and
- iii. Nothing in this agreement shall be construed as altering the fundamental obligations assumed by any party to the Minutes of Settlement referenced in i. or ii above.

C8.2 Funding

Funding related to the ELHT Benefit Plan(s) will be based on the following:

- a) Funding to the current OCEW rate (\$5,655.44 per FTE) and Unifor rate (\$5,696.68) are as follows:

Date	Percent increase	OCEW Rate	Unifor Rate
September 1, 2022	1%	\$5712.00	\$5753.65
September 1, 2023	1%	\$5769.12	\$5811.19
September 1, 2024	1%	\$5826.82	\$5869.30
September 1, 2025	1%	\$5885.08	\$5927.99
August 31, 2026	4%	\$6120.48	\$6165.11

C8.3 Cost Sharing

- a) 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 ELHT, 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.).
- b) Any cost sharing or funding arrangements regarding the EI rebate will remain status quo.

C8.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions will be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H - staffing schedule by Employee/Bargaining group for job classifications that are eligible for benefits.
- b) The FTE used to determine the board benefits contributions will be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.
- c) Monthly amounts paid by the board to the OECTA ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OECTA ELHT in a lump sum on a board by board basis.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OECTA ELHT, the dispute shall be resolved between the board and the local union represented by OCEW. If no resolution to the issue can be achieved it shall be subject to the Central Dispute Resolution Process.
- e) For the purposes of section 7.3(b) of the OECTA ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that OCEW will reimburse the school board for benefits contributions made by a school board to the OECTA ELHT during a period of strike or lockout resulting in OCEW education workers withdrawing their full services:
 - i. The per FTE funding in effect during the period of strike or lockout multiplied by the estimated average OCEW education worker FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out
 - ii. Divide i) by 225 days
 - iii. Multiply ii) by the number of strike or lockout days for OCEW education workers at the school board.

C8.5 Pay 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) For all construction or maintenance employees participating in a benefits plan provided by their construction union or affiliate, payment for this arrangement will remain the on-going obligation of the affected boards.
- c) New hires after the Participation Date who are eligible for benefits through the OECTA ELHT are not eligible for pay in lieu of benefits.

C8.6 Privacy

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).

C8.7 Benefits Committee

A benefits committee comprised of the employee representatives and the employer representative, including the Crown, will convene upon request to address all matters that may arise in the delivery of the OCEW benefits plan.

C9.00 STATUTORY LEAVES OF ABSENCE/SEB

C9.1 Family Medical Leave or Critical Illness Leave

- i. 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.
- ii. The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- iii. 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.
- iv. Seniority and experience continue to accrue during such leave(s).
- v. 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.

- vi. In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with C9.2, 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.

C9.2 Supplemental Employment Benefits (SEB)

- i. 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.
- ii. Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- iii. SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- iv. 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.

C10.00 SICK LEAVE

C10.1 Sick Leave/Short Term Leave and Disability Plan – Employees (excluding casual and term employees)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental emergencies. Appointments shall be scheduled outside of working hours, where possible.

b) Sick Leave Days

Subject to paragraphs C10.1 d) i-v below, full-time Employees will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Employees who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C10.1 d) i-v below, full-time Employees will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C10.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C10.1 d) i-v below.

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where an employee is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C10.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- iv. For the purpose of iii) 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.
- v. Where an employee is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the employee exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided. Once provided, the new allocation will be reconciled as necessary, consistent with (a) (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.
- vi. Where any employee is not receiving benefits from another source and is working less than his/her full FTE in the course of a graduated return to work as the employee recovers from an illness or injury, the employee may use an unused sick/short term disability allocation remaining, if any, for the employee's FTE that the employee is unable to work due to illness or injury.
- vii. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) WSIB & LTD

An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under a 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.

f) Short-Term Leave and Disability Plan Top-up

- i. Employees accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. 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 in the current year. These days can be used to top-up salary under the STLDP.
- v. When employees use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

g) Sick Leave and STLDP Eligibility and Allocation for Employees in a Long-Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to an employee in a term assignment:

- i. Employees working less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of their working days compared to the full working year for their classification. The length of the sick leave shall be limited to the length of the assignment.

- ii. Where the length of the term 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/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. An employee who works more than one term assignment in the same school year may carry forward Sick leave and STLDP from one term assignment to the next, provided the assignments occur in the same school year.

h) Administration

- i. The Board may require and the employee shall provide medical confirmation of illness or injury to substantiate access to sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- iv. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.
- v. The Board shall notify employees and the Bargaining Unit, when they have exhausted their 11 days allocation of sick leave at 100% of salary.

i) Proof of Illness

1. 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 required to be provided by the Employee for absences of five (5) consecutive working days or longer.
2. 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 Benefit 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.
3. 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.

- j) Pension Contributions While on Short Term Disability** Contributions for OMERS Plan Members:
When an Employee/Plan Member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OMERS contributions based on 100% of the Employee/Plan Member's regular pay.

Contributions for OTPP Plan Members:

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.

If the 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.

C11.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

Where an Employee is required through direction by the Board to attend work outside of regular working hours, the provisions of the local collective agreement regarding hours of work, 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.

APPENDIX A – RETIREMENT GRATUITIES

Sick Leave Credit-Based Retirement Gratuities (where applicable)

- a) 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.
- b) 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,
 - i. 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
 - ii. the Employee's salary as of August 31, 2012.
- c) If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out in accordance with subsection (2).
- d) 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 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.
- e) For the purposes of the following Boards, 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:
 - a. Hamilton-Wentworth District School Board
 - b. Hamilton-Wentworth Catholic District School Board

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee Name: <i>(Please print)</i>	Employee Signature:
Job Title:	Telephone No:
Employee ID:	
Employee Address:	Work Location:

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

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

First Day of Absence:	General Nature of Illness <i>(please do not include diagnosis):</i>
------------------------------	--

Date of Assessment: dd mm yyyy
--

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.
--

PHYSICAL (if applicable)			
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other <i>(please specify):</i>	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other <i>(please specify):</i>	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes 30 <input type="checkbox"/> minutes - 1 hour <input type="checkbox"/> Other <i>(please specify):</i>	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms 5 <input type="checkbox"/> - 10 kilograms <input type="checkbox"/> Other <i>(please specify):</i>
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms 5 <input type="checkbox"/> - 10 kilograms <input type="checkbox"/> Other <i>(please specify):</i>	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other <i>(please specify):</i>	Use of Hand(s): <input type="checkbox"/> Left Hand Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Pinching <input type="checkbox"/> Other <i>(please specify):</i> <input type="checkbox"/> Other <i>(please specify):</i>	

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

2B: COGNITIVE (please complete all that is 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 Limited <input type="checkbox"/> Abilities Comments: <input type="checkbox"/>	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: Full <input type="checkbox"/> Abilities Limited <input type="checkbox"/> 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:**

3: Health Care Professional to complete.

From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> Fewer than 6 <input type="checkbox"/> 6 - 10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days <input type="checkbox"/> Permanently	Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	Start Date: dd mm yyyy
Is patient on an active treatment plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No	
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Please check one: <input type="checkbox"/> Patient is capable of returning to work with no restrictions.
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Should the absence continue, updated medical information may be requested after the date of the follow up appointment indicated in section 4.

4: Recommended date of next appointment to review Abilities and/or Restrictions: **dd** **mm** **yyyy**

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

LETTER OF AGREEMENT #1

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Job Security

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.
 - c) Once the FTE number has been established in accordance with this paragraph 3, the local parties shall jointly report the number to the Central Labour Relations Committee.

4. 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).

5. The above language does not allow trade-offs between the classifications outlined below:
 - a) Educational Assistants/CYWs
 - b) ECEs/ DECEs
 - c) Office/Clerical
 - d) Custodians/Cleaners
 - e) Maintenance/ Construction Trades
 - f) Instructors
 - g) Professionals (including Speech Pathologists)
 - h) Information Technology Staff
 - i) Library Technicians
 - j) Central Administration
 - k) Media Specialists

6. Any and all existing local collective agreement job security provisions remain.

7. Staffing provisions with regard to surplus and bumping continue to remain a local issue.

8. This Letter of Understanding expires on August 30, 2026.

LETTER OF AGREEMENT #2

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

AND

The Crown

RE: Professional Activity Day

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

There will be no loss of pay for OCEW 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.

Casual employees who are directed to attend training on PA Days will be compensated in accordance with current local collective agreement provisions.

LETTER OF AGREEMENT #3

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

- a. Responsibility for payment for medical documents.
- b. Sick leave deduction for absences of partial days.

The parties agree that attendance support programs are not included in the terms of this Letter of Agreement.

LETTER OF AGREEMENT #4

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

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 Schools 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 OCEW members, nor diminish their hours of work.

LETTER OF AGREEMENT #5

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Status Quo Central Items

The parties agree that the following central issues have been addressed at the Central Table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Long-Term Disability
2. Hours of Work, excluding scheduling
3. Work Week, excluding scheduling
4. Work Year, excluding scheduling (other than those contained herein)
5. Preparation and planning for all staff whose core duties are directly related to student/learner instruction
6. Staffing levels
7. Paid Vacation and Holidays including Statutory Holiday
8. Weekly Indemnity
9. Paid Education Leave
10. WSIB Top up
11. Technical Training Fund
12. Long Service Pay
13. OMERS
14. Allowances/Premiums
15. Supply Custodian Language
16. Women's Advocacy Training
17. Licensing
18. Compassionate Leave
19. Personal Days
20. Deferred Salary Leave Plan
21. Job Security
22. Employee Assistance Plan
23. Sick Leave to establish E.I. Maternity Benefits

LETTER OF AGREEMENT #6
BETWEEN
The Ontario Council of Educational Workers
(Hereinafter 'OCEW')
AND
The Council of Trustees Associations
(Hereinafter The 'CTA')
AND
The Crown

RE: Ministry Initiatives

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.

OCEW will be an active participant in the consultation process at the Ministry Initiatives Committee.

LETTER OF AGREEMENT #7

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Employment Insurance (E.I.) Rebate

The parties agree that where the E.I. rebate is used to fund extended health care benefits, it is connected to the central issue of benefits and is therefore status quo until August 31, 2026.

LETTER OF AGREEMENT #8

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Professional Development

The parties acknowledge the important skills and expertise that Educational Workers contribute to Ontario's publicly funded schools and their commitment to improving student achievement. Where the Ministry provides funds to local School Boards specifically to provide professional development to Employees covered by this collective agreement, local School Boards shall consult with local Union representatives prior to finalizing and delivering the funded professional development.

LETTER OF AGREEMENT #9

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Provincial Working Group - Health and Safety

The parties confirm their commitment to continuing to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated November 7, 2018, and any further amendments to the Terms of Reference as may be agreed to from time to time.

OCEW has advised that it will raise issues regarding the online reporting tool for violent incidents at the Provincial Working Group – Health and Safety.

The purpose of the working group is to consider areas related to health and safety in order of 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 AGREEMENT #10

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

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. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Pregnancy Leave Benefits

Definitions

- a) The use of "they/them" pronouns in this LOA is not intended to change any entitlements and only reflects an intention for gender neutrality.
- b) "casual employee" 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
- c) "term assignment" means, in relation to an employee,
 - i. a term assignment within the meaning of the local collective agreement, or
 - ii. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment

Common Central Provisions

- a) Permanent employees and employees in term assignments who are eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive a SEB plan to top up their E.I. Benefits. An Employee who is eligible for such leave shall receive the equivalent of 100% of salary as set out below, for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Employee receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- c) The Employee must provide the Board with proof that 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.
- d) Permanent employees and employees in term assignments 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.
- e) 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.
- f) Permanent employees and employees in term assignments 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.
- g) Employees in term assignments 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, whichever is less.
- h) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- i) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- j) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- k) Casual employees have no entitlement to the benefits outlined in this article.

Local Bargaining Units will identify which of the SEB Plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). the full article should then reside in Part B of the collective agreement:

- i. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An Employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Employee receives from E.I. and their regular gross pay;
- ii. A SEB Plan with existing superior entitlements;
- iii. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide six (6) weeks at 100% pay and an additional 11 weeks at 90%.

2. Statutory/Public Holidays

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

3. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

Where a class of employees was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave in the 2019-2022 collective agreement. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2019-22 collective agreement.

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

For Boards who did not have WSIB top-up prior to the MOU, status quo to be determined. Provisions related to this article remain status quo in accordance with terms and conditions with collective agreements from August 31st, 2014.

4. 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 further clarity, any leave of absence in the 2008-2012 local collective agreement and including modifications made during local bargaining if any, 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 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 or modifications made during local bargaining if any that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2019-22 collective agreement.

Provisions with regard to short term paid leaves 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.

5. 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 A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

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. An Employee is 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:

Retirement Gratuity WECDSB

1. Those employees who, on August 31, 2012, were eligible for a retirement gratuity shall have their accumulated sick days vested as of that date, up to the maximum eligible under the retirement gratuity plan.
2. Upon retirement, those employees who were eligible for a retirement gratuity on August 31, 2012, shall receive a gratuity payout based on the number of accumulated vested sick days under 1 above, years of service and annual salary as at August 31, 2012.
3. Effective September 1, 2012, all accumulated non-vested sick days were eliminated.

6. 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.

7. Benefits

Subject to provisions in this agreement, the Parties agree that since all active eligible employees have now transitioned to the Ontario English Catholic Teachers Association (OECTA) ELHT that all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

LETTER OF AGREEMENT #11

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

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 #12

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

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 OCEW 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.

LETTER OF AGREEMENT #13

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

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 C.3.3.
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 AGREEMENT #14

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

RE: Domestic and Sexual Violence Leave

The parties acknowledge the availability of leaves of absence for eligible OCEW members under Part XIV of the Employment Standards Act, 2000.

In particular, the parties acknowledge the availability of Domestic and Sexual Violence leave for OCEW members, subject to the eligibility requirements under the Employment Standards Act, 2000, as amended from time to time.

Local parties may discuss how they can support employees who are affected by domestic and/or sexual violence.

LETTER OF AGREEMENT #15

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Workplace Violence

The parties acknowledge that the Occupational Health and Safety Act requires that school boards and supervisors provide workers with information, including personal information, related to a risk of workplace violence from a person with a history of violent behaviour, if the worker can be expected to encounter that person in the course of their work and the risk of workplace violence is likely to expose the worker to physical injury.

School boards and supervisors must not disclose more personal information about a person with a history of violent behaviour than is reasonably necessary to protect workers from physical injury.

Within sixty (60) days following the date of ratification of the central terms, school boards will recirculate the Workplace Violence in School Boards: A Guide to the Law (released in 2018 by the Ministry of Labour) to local health and safety committees.

APPENDIX II – Supports for Students Fund

Supports for Students Fund - OCEW				
DSB Name	2022-23	2023-24	2024-25	2025-26
Avon Maitland DSB	143,222	147,763	152,314	156,913
DSB Ontario North East	112,368	115,930	119,501	123,110
Greater Essex County DSB	28,979	29,898	30,819	31,749
Hamilton-Wentworth Catholic DSB	335,101	345,724	356,372	367,135
Hamilton-Wentworth DSB	1,233,230	1,272,324	1,311,511	1,351,119
Kenora Catholic DSB	89,100	91,925	94,756	97,618
Lakehead DSB	111,044	114,565	118,093	121,660
Nipissing-Parry Sound Catholic DSB	161,988	167,123	172,270	177,473
Peel DSB	3,669,653	3,785,981	3,902,589	4,020,447
Rainbow DSB	391,743	404,162	416,610	429,191
Renfrew County Catholic DSB	257,451	265,612	273,793	282,061
Simcoe County DSB	1,960,064	2,022,198	2,084,482	2,147,433
Thunder Bay Catholic DSB	138,587	142,980	147,384	151,835
Toronto DSB	687,421	709,212	731,056	753,134
Waterloo Catholic DSB	207,525	214,103	220,698	227,363
Windsor-Essex Catholic DSB	433,508	447,250	461,026	474,949
Totals	9,960,986	10,276,749	10,593,273	10,913,190

Notes:

- 2022-23 amounts already include the investment previously communicated through the 2022-23 Grants for Student Needs, released February 17, 2022.
- The 2022-23 funding for Thunder Bay Catholic DSB represents \$56,321 for the OCEW bargaining unit and \$82,266 for the Unifor bargaining unit.
- Funding provided subject to approval by the Lieutenant Governor in Council or Transfer Payment Agreement in accordance with the Transfer Payment Accountability Directive.
- In 2022-23, Moosonee shall receive funding equivalent to what was provided for 2021-22 under the 2019-22 collective agreement with an increase of 3.24%. This amount shall be further increased by 3.17% in 2023-24, 3.08% in 2024-25, and 3.02% in 2025-26.

APPENDIX III - Community use of Schools

Community Use of Schools Investment - OCEW	
DSB Name	Amount
Avon Maitland DSB	\$ 6,698
Greater Essex County DSB	\$ 840
Hamilton-Wentworth Catholic DSB	\$ 11,011
Thunder Bay Catholic DSB	\$ 2,915
Toronto DSB	\$ 22,713
Waterloo Catholic DSB	\$ 7,616
Windsor-Essex Catholic DSB	\$ 7,778
Totals	\$ 59,572

APPENDIX IV

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

AND

The Crown

RE: Integration of Consortium Centre Jules-Léger (CCJL)

The parties agree that subject to any issue that may be brought to the Implementation Committee (as contemplated below), this Appendix IV resolves all central matters relating to or arising from the integration of employees employed at the Consortium Centre Jules-Léger ("CCJL") into the OCEW bargaining unit. Unless expressly set out in this Appendix IV, the Central terms (Part A) of the OCEW Collective Agreement shall apply without revision.

1. Application

For purposes of this Appendix IV:

- the "OPSEU Agreement" shall refer to the collective agreement as between OPSEU and the Crown in Right of Ontario as represented by Management Board of Cabinet with an expiry date of December 31, 2021; and
- the "OCEW Agreement" shall refer to the collective agreement as between the parties and the Crown with an expiry date of August 31, 2026.

For purposes only of benefits, sick leave, pension and protected complement, as set out in this Appendix IV:

- Employees employed at CCJL as a "regular" employee, as such term/concept is defined or treated under the OPSEU Agreement, shall be treated as a "Regular" employee, as such term/concept is defined or treated in Part A of the OCEW Agreement;
- Employees employed at CCJL as a "fixed term" employee, as such term/concept is defined or treated under the OPSEU Agreement, shall be treated as being employed in a "Term Assignment", as such term is defined or treated in Part A of the OCEW Agreement;
- Employees employed at CCJL as a "casual" employee, as such term/concept is defined or treated under the OPSEU Agreement, shall be treated as a "Casual" employee, as such term/concept is defined or treated in Part A of the OCEW Agreement; and

- Employees employed at CCJL as a “seasonal” employee, as such term/concept is defined or treated under the OPSEU Agreement, shall be treated as a “Regular” employee, as such term/concept is defined or treated in Part A of the OCEW Agreement.

2. Benefits

Eligible CCJL employees will be transferred to the OCEW Benefits Plan under the OECTA Employee Life and Health Trust (“OECTA ELHT”). With respect to the transition of eligible CCJL employees into the OCEW Benefits Plan delivered through the OECTA ELHT, the parties agree:

- Eligible CCJL employees shall transition to the existing OCEW Benefits Plan on a date agreed to by the parties and the OECTA ELHT, but no later than September 1, 2023.
- Unless expressly addressed herein, the Trustees of the OECTA ELHT shall be responsible for all matters relating to plan design and transitional provisions in accordance with the OECTA ELHT Agreement and Declaration of Trust.

CCJL shall remit payments to the OECTA ELHT based on the negotiated per Full-Time Equivalent (FTE) rate in the Central Terms and the average of the October 31st and March 31st FTE count to be reported by CCJL each year in a manner consistent with Appendix H. For purposes of calculating the overall FTE, only positions classified as “regular” or “seasonal” shall be included per paragraph 1 above.

Subject to provisions in this Appendix IV, the Parties agree that once all eligible employees have transitioned to the OECTA ELHT, all references to existing life, health and dental benefits plans in the applicable local collective agreement for eligible employees shall be removed from that local agreement.

3. Sick Leave

Effective as of the first day of the 2023-2024 school year, the provisions of Article C10 (Sick Leave/Short Term Leave and Disability Plan) shall apply to employees employed as “regular”, “fixed term” or “seasonal”, consistent with the provisions of paragraph 1 above.

For clarity, employees employed as “casual” will not have access to sick leave or short term leave disability under Article C10.

For further clarity, for the period up to the day before the first day of the 2023-2024 school year, sick leave and short-term disability leave eligibility and entitlements, if any, shall be governed by the provisions of the OPSEU Collective Agreement.

4. Pension

Subject to and in accordance with the terms and conditions of the applicable OMERS pension plan in place and as amended from time to time, CCJL employees will be transferred to the applicable OMERS pension plan on a date agreed to by the parties and, if applicable, OMERS, but no later than September 1, 2023.

5. Protected Complement

For purposes of calculating the overall protected complement pursuant to LOA #1, only positions classified as “regular” or “seasonal” shall be included.

6. Implementation Committee

The parties shall convene an Implementation Committee composed of members of OCEW, CCJL, ACÉPO, AFOCSC, and, if and where necessary, the Crown. This Implementation Committee shall be convened upon request of a party and shall be responsible for addressing any matters arising from this Appendix IV or the transition of OCEW employees at CCJL into the OCEW collective agreement.

Any matters that cannot be resolved by the Implementation Committee may, at the applicable party’s election, be filed as a grievance pursuant to the Central Grievance Process under Article C5 of the OCEW Collective Agreement.

PART B: LOCAL TERMS

ARTICLE 1 - PURPOSE

- 1:01 The purpose of this agreement is to establish an orderly collective bargaining relationship between the Board and certain classifications of its employees represented by the Union in order to secure prompt and equitable disposition of grievances and to maintain satisfactory hours, wages and working conditions for all employees covered by this Agreement. The Union agrees that it will not interfere with normal operation of the workplace for which the Board is responsible.

ARTICLE 2 - RECOGNITION

- 2:01 The Board recognizes that the Union shall be the sole bargaining agent for all employees of the Windsor-Essex Catholic District School Board employed as office and clerical workers, school secretaries information technology, and Campus Ministers save and except supervisors and persons above the rank of supervisor and;

1. Executive Assistant to the Board
2. Executive Secretary to the Director
3. Secretaries to Superintendent(s)
4. Secretary to Superintendent of Business/Ass't. Superintendent of Business
5. Strategic Planning and Communication Administrator
6. Human Resources Assistant
7. Human Resources Coordinator
8. Human Resources Secretaries
9. Health & Safety Specialist
10. Administrative Assistants (*Limit of one per Secondary School*)
11. Secretary to the Senior Manager of Facilities Services
12. Manager of Student Information Systems
13. IT Network Manager
14. IT Systems Manager
15. Digital Media Coordinator
16. Coordinator of International Education

- 2:02 It is agreed that the Officers of the Local Union, National Union, or nominee, may enter any of the workplaces under the jurisdiction of the Board at reasonable times on Union Business provided that such entry shall not disrupt the normal routine of members of the Union. They must notify the Principal or Secretary of their presence upon arriving.

- 2:03 The Board undertakes that it will not enter into any other agreement or contract with employees within the bargaining unit either individually or collectively.

ARTICLE 3 - UNION MEMBERSHIP AND CHECK OFF

- 3:01 The Board shall deduct from each employee within the bargaining unit, the initiation fee, and from the first pay of each month the monthly dues as are levied by UNIFOR and its local 2458 in accordance with its constitution and by-laws. It shall be a condition of remaining in the employment of the Board that each such employee authorizes deductions.
- 3:02 The Financial Secretary of the Local Union will notify the Board in writing of the amount of Union dues and/or initiation fee to be deducted in line with the constitutional requirements of the National Union.
- 3:03 It is mutually agreed that all present employees of the Board and all future employees of the Board coming within the scope of this Collective Agreement and upon completion of their probationary period shall, as a condition of their employment or continued employment, become members of the Union. Such membership shall be maintained in good standing.
- 3:04 The dues, initiation fees and other levies deducted from all employees within the bargaining unit, together with a record of those from whose pay deductions have been made, shall be remitted by the Board to the Union not later than the 20th day of each month.
- 3:05 Member check-off will be in accordance with UNIFOR's Constitution.
- 3:06 The Board will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- 3:07 During the term of this Agreement, the Board agrees to furnish the Union with **an electronic** list of any and all new employees not later than thirty (30) days from hiring.
- 3:08 notwithstanding the provisions of Article 3:01, the Union shall have the right to have the dues deducted on a weekly basis, if necessary, and the Board shall comply with such request after having received official notice and allowing sufficient time for computer adjustments.
- 3:09 The Board agrees that the annual amount of dues paid during the year shall be shown on the employee's T4 slip.
- 3:10 The Board will allow a representative of the Union to address new employees privately at the time of Board orientation for a period not to exceed one half (½) hour.

3:11 The Union shall supply the Employer with a list of its representatives and other officials of the Union who are included in the bargaining unit. This list shall be kept current.

3:12 The Board will forward to the Union the names and addresses, including postal codes, of all employees covered by the collective agreement and will forward any changes of address upon receiving a notice of change from an employee.

3:13 The Employer will supply the Committee with the following information in writing at the end of every month and send a copy to the local union office for the preceding month.

1. Employees who acquire seniority
2. Employees on leave of absence
3. Employees on Sickness and Accident and Compensation and the date of occurrence
4. Layoffs and recalls

The Board agrees to provide Union with a list of forepersons and supervisors and will notify the Union when changes occur. This is for information purposes only.

ARTICLE 4 - PROBATIONARY EMPLOYEES

4:01 A probationary employee shall not attain seniority until they have been so employed by the Board for an aggregate probationary period of eighty (80) working days during any twelve (12) consecutive month period after which time the employee shall acquire the seniority status and obligations of a permanent employee under this Agreement, provided that all benefits will be provided to employees after forty (40) working days. The seniority and vacation entitlement only of any probationary employee shall date eighty (80) working days prior to the date on which the employee acquires seniority status. Vacation entitlement for probationary employees shall be in the extent as herein provided under Article 17 of this Agreement. In the event a probationary employee ceases to be employed by the Board, such entitlement shall be in accordance with the Employment Standards Act.

4:02 It is mutually agreed that probationary employees shall not work in excess of the hours provided herein for permanent employees.

4:03 Effective January 2001, any probationary employee who has worked for the Board as a temporary employee shall have previous days worked in the preceding twenty-four (24) months credited to their probationary period up to a maximum of forty (40) working days.

- 4:04 The term “temporary employee” when used in this Agreement refers to employees engaged by the Board on other than a permanent or probationary basis to replace a permanent or probationary employee during periods of temporary absence for reasons of illness, injury, disability, parental leave or other leaves of absence.
- 4:05 The Board will advise the Union of all probationary and temporary employees hired, date of hire and position hired into within two (2) weeks from date of hire.
- 4:06 Temporary and probationary employees shall have union dues deducted and remitted to the Union per Article 3:00. Said employees will not be terminated for reasons that are arbitrary, discriminatory, or in bad faith.

ARTICLE 5 – RELATIONSHIP

- 5:01 As it is the common goal of the Board and the Support Staff to provide the best possible Catholic education for the children of this community; and
- 5:02 In order to achieve that common goal it is essential that the Board and the Support Staff maintain the harmonious relationship, which exists between them;
- 5:03 The Board and Support Staff agree that this collective agreement shall be applied in a manner which fully supports the basic equality of all staff;
- 5:04 The Board and Support Staff further agree that every employee has a right to freedom from all forms of harassment.
- 5:05 It is the desire of both parties to specify within this agreement the conditions of employment together with the salaries, employee benefits and allowances which govern the parties who are covered by this agreement.
- 5:06 The Board agrees that there will be no discrimination, interference, restraint, intimidation or coercion, by its members or representatives, exercised or practiced upon any employee because of membership in the Union.
- 5:07 The Board will endeavor to develop policies and procedures which are fair, reasonable, consistent, and communicated to employees and local union.
- 5:08 **Harassment and Bullying in the Workplace**
- (a) The parties agree that harassment will not be tolerated in the workplace. In the event an allegation of harassment is reported, the Union Committee and the Management Committee will meet as soon as possible to discuss and investigate the matter fully. All complaints will be handled with the utmost tact and timeliness and in accordance with the Board’s Harassment Policy and Procedure.

Harassment is defined as a “course of vexatious comment or conduct that is

known or ought reasonably be known to be unwelcome; that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds”, as stated in the provincial Human Rights Code. All employees are expected to treat others with dignity and respect and to discourage harassment.

The workplace is defined as any Board facility and includes areas such as offices, schools, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about a person’s body, disability, attire, or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos or visual materials;
- Refusal to work or converse with an employee because of their racial background or gender, etc.;
- Unwanted physical conduct such as touching, patting, pinching, etc.;
- Condescension or paternalism which undermines self-respect;
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that is not intended to undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

The Union recognizes that it shares a joint responsibility with the Employer to discourage workplace harassment.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6:01 The Union recognizes the right of the Board to hire, direct and classify, promote, demote, transfer or suspend or otherwise discipline or discharge any employee for just cause, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 6:02 The parties agree that a lesser standard of just cause may be applied in the case of probationary employees.

6:03 The Union further recognizes the undisputed right of the Board to operate and manage its affairs in all respects in accordance with its obligations and to make and alter from time to time policies and procedures to be observed by the employees. At least 30 days prior to the implementation of any new or amended policies or procedures, the Union Committee will be consulted and their concerns considered by the Board. All policies and procedures shall be subject to the terms of the Collective Agreement.

ARTICLE 7 - NEGOTIATING COMMITTEE AND COMMITTEE PERSONS

7:01 **Committee Persons**

The Board acknowledges the right of the Union to appoint or otherwise select a Committee consisting of one (1) Chairperson and one (1) Vice-Chairperson and up to eight (8) Committee Persons to assist employees in presenting their complaints or grievances to the Board or its representatives.

7:02 The Board shall grant reasonable time to Committee Persons for adjustment of complaints or grievances without loss of pay. Committee Persons shall notify the principal of the school, if applicable, and shall attempt to notify their Supervisor when leaving their job to adjust a grievance or complaint.

7:03 Subject to the approval of the Superintendent of Human Resources (or designate), a Committee Person (or designate) who attends a Union approved function other than negotiations or grievances shall not suffer any loss of pay while attending the function. Should the Board determine that it is necessary to replace the absent employee the union will cover the cost of the replacement.

7:04 All Committee Persons shall be the last employees to be laid off or bumped, regardless of seniority or classification.

7:05 **Negotiation Committee**

The Board agrees that the Union may appoint or otherwise select a Negotiating Committee composed of a Chairperson, a Vice-Chairperson and up to eight (8) Committee Persons. Such employees will be compensated for any time lost during negotiations. In addition, the Committee shall also include bargaining unit representatives.

7:06 For purposes of negotiating the collective agreement, when meetings are scheduled with the Employer during normal business hours, members of the Union negotiating committee shall be relieved of their duties for that day without loss of pay.

7:07 The Board will provide the Union with space suitable for use as an office in a mutually agreeable location. The facility will be equipped with a telephone, a desk, conference table, chairs, a file cabinet, a computer, printer and internet connection

provided surplus equipment is available. The Union will be provided with access to a photocopier and a fax machine. In lieu of an office telephone the Board will provide the Chair with a phone allowance, as per Board practice.

7:08 The Board agrees to a LABOUR MANAGEMENT COMMITTEE consisting of not more than three (3) representatives designated from the Union and three (3) representatives designated by the Employer which shall meet a minimum of once every two (2) months to address issues of mutual concern. This Committee shall not supersede the activities of any other committee of the Union or the Employer.

7:09 **Union Representation**

Copies of all Board Policies shall be available on the Board's website. The Union shall be notified of all updates.

ARTICLE 8 - GRIEVANCE PROCEDURE

8:01 It is mutually agreed that complaints and grievances of employees shall be adjusted as quickly as possible.

Any employee having a complaint shall first advise their immediate supervisor that they wish to see a Committee Person. The employee may then refer the matter to their Committee Person, who will discuss such matters with the immediate Supervisor(s). Up to two (2) Union Officials may meet with the immediate Supervisor in an effort to reach a settlement. If a satisfactory settlement of the complaint is not reached within two (2) working days, then the complaint may be filed as a grievance under the following procedure:

STEP 1: Any employee or employees having a grievance shall sign a written grievance form and present the said grievance to a Committee Person who shall present it to the Superintendent of Human Resources (or designate) within ten (10) working days after the incident giving rise to the grievance became known to the employee. A meeting will be held with the Union within five (5) working days to discuss the grievance. The Superintendent of Human Resources (or designate) shall, within five (5) working days of the meeting, deliver their written decision to the grievor and a copy thereof to the Chairperson and to the Local Union office.

STEP 2: Failing settlement under Step 1, the grievance shall be presented to the Superintendent of Human Resources and a meeting shall be held between the Superintendent, Manager of Human Resources (or designate) and the Union, including the President of the local bargaining agent or designate, within five (5) working days. A decision shall be rendered by the Superintendent of Human Resources within five (5) working days of such meeting. The written decision will be provided to the grievor and a copy thereof to the Chairperson and to the Local Union office.

- STEP 3: If a satisfactory settlement of the grievance is not reached under Step 2, the Union may, within ten (10) working days of receipt of the decision, request that the grievance be submitted to arbitration as hereafter provided.
- 8:02 The Board acknowledges the right of the Union to present any policy grievance the alleged circumstances of which are originated through the interpretation, application or administration of the Agreement including any question as to whether a matter is arbitrable. Such grievances shall start with Step 2 of the grievance procedure.
- 8:03 Time limits mentioned in the grievance procedure may be extended by mutual written consent of the parties.
- 8:04 Every meeting held after the filing of a grievance may be attended by the grievor (if requested by the Union), the President of the Local Union or their designate, the National Union Representative and the Superintendent of Human Resources or designate. There shall be an equal number of attendees for both parties.

ARTICLE 9 - ARBITRATION

- 9:01 (a) Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, after exhausting the grievance procedure, may notify the other party, in writing, of its desire to submit the difference or allegation to arbitration in accordance with the arbitration provisions of the Labour Relations Act, R.S.O. 1998, and amendments thereto.
- (b) The referring party shall provide the other party or its representative the name of the person it proposes to arbitrate the grievance, or its proposed Chairperson if the parties have agreed to a board of arbitration, within ten (10) working days of its notice to refer the matter to arbitration. If the parties have been unable to agree upon an arbitrator (or chairperson) within thirty (30) working days of the notice of intent to refer the matter to arbitration, either party may request the Minister of Labour to appoint an arbitrator (or Chairperson).
- 9:02 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or in any way amend this Agreement or any term thereof.
- 9:03 Grievances referred to arbitration will be submitted to a single arbitrator unless the parties mutually agree that the grievance should be referred to a board of arbitration.
- 9:04 Each of the parties thereto shall pay the arbitrator's account in equal shares.

- 9:05 All such decisions of any arbitrator made pursuant to this Agreement shall be final and binding upon the employee or employees concerned and upon the parties hereto.
- 9:06 During any step of the above arbitration or grievance procedure, a full-time representative of the Union and a representative selected by the Board may be present.
- 9:07 The grievor who attends an arbitration hearing shall be given the necessary time off to attend the hearing without loss of pay, unless the employee is on indefinite suspension or dismissal at the time of the hearing.

ARTICLE 10 - DISCHARGE AND SUSPENSION CASES/ACCESS TO PERSONNEL FILES

- 10:01 The Board shall not discharge or suspend any employee without just cause.
10:02 The Board shall direct a letter to the employee concerned and a copy thereof to the Chairperson and Vice-Chairperson stating its reasons for any discharge or suspension without pay, prior to imposing such discipline. In all other disciplinary actions, written reasons shall be provided within ten (10) working days after the Board's decision to discipline.
- 10:03 Any claim of wrongful discharge or suspension may be submitted to the grievance and arbitration procedure within ten (10) days from the date of discharge or suspension and dealt with as herein provided.
- 10:04 Employees shall have access to their personal personnel files upon their request in writing. The employee's file will be examined in the presence of a person authorized by the Board. The employee, upon request, will be provided with a photocopy of any documents in the files except for the confidential letters of recommendation.
- If requested by the employee, a Union representative may accompany any such employee while reviewing their personnel files.
- 10:05 The Superintendent of Human Resources or designate will remove any disciplinary material from an employee's file after twenty-four (24) months from the date of the discipline.

ARTICLE 11 – SENIORITY

- 11:01 (a) Seniority rights shall be established after a probationary period of eighty (80) working days as described in Article 4 of this Agreement.
- (b) Seniority - As used in this Agreement “Seniority” means the length of continuous service with the Board. Service shall be continuous unless broken as provided under Article 11:09 Seniority rights shall be recognized upon the completion of the probationary period and shall be calculated commencing the first day of hire.
- (c) Effective January 2001, in determining seniority for an employee who has worked as a temporary employee the employer shall grant retroactive seniority rights equal to the number of days actually worked during their most recent assignment or actual days worked in the preceding twenty-four (24) months whichever is greater provided that it does not displace the seniority ranking in effect as of January 1, 2001.

11:02 (a) Seniority shall prevail in the reduction of hours and/or a reduction of the workforce in layoff and recall of employees. Employees within the Group in which the layoff takes place shall be laid off in the following order:

- i) Temporary Employees;
- ii) Probationary employees;
- iii) Permanent employees with the least seniority providing that the employees who remain on the job have the qualifications, skill and ability required to perform the work.

In returning to work the most senior employee laid off in the Group shall be the first employee to be recalled providing they have the qualifications, skill and ability to perform the work.

- (b) An employee with seniority laid off pursuant to this section shall have the option of accepting the layoff, or shall have the right to displace a less senior employee in the sub-group or the least senior employee with equal or greater number of hours in another sub-group, providing they have the qualifications, skill and ability to perform the work. For the purpose of bumping under this article only, there shall be five (5) sub-groups as follows:

1. Board Office – Satellite Office(s)
2. Elementary School Secretary
3. Secondary School Secretary
4. Information Technology
5. Campus Minister

- (c) Any person displaced through this procedure shall themselves be entitled to utilize the procedure. An employee will be given three (3) working days from time of notification to advise the Board of their bumping decision.
- (d) No new employee shall be hired in the Group as set out in Article 11:06 in which a lay-off or reduction of hours has taken place until the laid-off employees who have the qualifications, skill and ability have been recalled to work and all employees had their hours reinstated.
- (e) Both parties agree that the relative ability and willingness of an employee will be taken into consideration in all matters arising out of this article.

11:03 If the employee has not had the opportunity to work the number of days provided in this Article, they shall be paid for all days for which work was not made available.

11:04 If a permanent employee is transferred to a position in a lower category as a result of circumstances in Article 11:02, the rate of pay will be red-circled at the rate prior to the transfer for a maximum of two (2) years, at which time the red- circling will end and the employee will be placed at the appropriate step on the salary grid for the position they are performing. This shall not apply to those employees red-circled prior to November 22, 2008.

If within a six (6) month time limit a subsequent opening is created, the employee may be transferred by management without the normal job posting procedure by mutual agreement. If the employee declines the new assignment for which they are qualified and which pays the same or higher rate, the red- circling will end.

11:05 If an employee with seniority who is to be laid off during the summer months wishes to seek employment in another position under the Employer's jurisdiction rather than be laid off, such employee shall send notice in writing to the Superintendent of Human Resources or designate and the latter shall, without abrogating other bargaining units' rights, use their best efforts to place the employee in another position during the period of such layoff, provided, the employee has the qualifications, skill and ability to perform any work which is available. Article 13 shall not apply.

11:06 For the purpose of this agreement the following **titles** shall be used to designate the members of each Group:

1. Clerical/Secretarial Group

Office and Clerical, Central and Satellite Offices,
Elementary and Secondary Secretaries,
SIS Support

2. Information Technology Group

Learning Technologies School Support
Learning Technology Technicians,
Communication Cabling Specialist,
Jr. Systems Analyst/Programmer,

Systems Analyst,
Programmer/Analyst,
Help Desk,
Educational Technology/Library Resources Support,
Learning Technologies Communications System Support

3. Campus Minister Group

- 11:07 The Board agrees to supply an up-to-date seniority list by Group to the Union for their review before posting March 31st and October 31st of each year. The list shall be posted electronically and shall be final after 30 days of posting. The copy shall also be sent via electronic format to the Union Committee.
- 11:08 A seniority list shall be provided to Committee Persons and to the local Bargaining Unit each March and shall contain the names of all employees within the bargaining unit and shall include date of hiring and classification of each employee, telephone numbers and addresses.
- 11:09 Seniority and employment with the Board shall cease for any of the following reasons:
- (a) If the employee quits;
 - (b) If the employee is discharged and not reinstated through the grievance procedure;
 - (c) If the employee fails to return to work within seven (7) calendar days after notification in writing by the Board to do so has been sent by registered mail to their address on record with the Board. It is the employee's responsibility to notify the Board of any change of address.
 - (d) If the employee is not called to perform work for the Board for twelve (12) consecutive months or the employees length of seniority at the time of layoff, whichever is the greater, provided however that upon such employees call back, no such employee shall accumulate more than twelve (12) months seniority during such period of absence.
 - (e) If the employee, without valid reasons, fails to return to work on the first working day following the expiration of leave of absence.

- (f) If an employee engages in gainful employment while on a leave of absence except with the mutual consent of the Union and the Board.
 - (g) If the employee is absent from work for more than five (5) consecutive working days without the consent of the Board or fails to notify the Board without justifiable reason in the event of bona fide absence.
- 11:10 (a) Inability to work because of illness shall not result in loss of seniority rights for a period of two (2) years.
- (b) Inability to work because of an accident occurring while on duty and provided that such employee is receiving monetary benefits from the Workplace Safety Insurance Board for such injury, shall not result in loss of seniority rights for a period of two (2) years or the length of such employee's seniority to a maximum of five (5) years, which seniority shall be as of the commencement date of such injury, whichever is the greater.
- 11:11 The Employer shall not layoff any employee within the Bargaining Unit who has been employed for three (3) months or more unless they give:
- (a) One (1) week notice in writing to the person if their period of employment is less than one (1) year.
 - (b) two (2) weeks' notice in writing to the person if their period of employment is one (1) year or more but less than three (3) years;
 - (c) three (3) weeks' notice in writing to the person if their period of employment is three (3) years or more but less than four (4) years;
 - (d) four (4) weeks' notice in writing to the person if their period of employment is four (4) years or more but less than five (5) years;
 - (e) five (5) weeks' notice in writing to the person if their period of employment is five (5) years or more but less than six (6) years;
 - (f) six (6) weeks' notice in writing to the person if their period of employment is six (6) years or more but less than seven (7) years;
 - (g) seven (7) weeks' notice in writing to the person if their period of employment is seven (7) years or more but less than eight (8) years;
 - (h) eight (8) weeks' notice in writing to the person if their period of employment is eight (8) years or more.

ARTICLE 12 - LEAVE OF ABSENCE

12:01 The Superintendent of Human Resources or designate may grant to any employee, leave of absence without pay up to two (2) months, upon receiving a written request one (1) week prior to the intended commencement of such leave indicating the reason for such request.

Partial shift hours off may be granted without pay by the Supervisor upon receiving a request from the employee while on duty. Such request must be, in the opinion of the Supervisor, of an emergency nature and must not be for reasons that would normally be known to the employee prior to starting their shift.

For leaves of absence in excess of two (2) months, a written request must be made to the Board through the Superintendent of Human Resources or designate at least four (4) weeks in advance of the intended date of commencement of such leave and the Board will grant such leave to any employee for legitimate reasons for a period of up to sixty (60) days and their seniority shall continue to accumulate during such absence. Such leave may be extended by mutual agreement and any person who is absent with such permission shall not be considered laid off, and their seniority shall continue to accumulate during their absence.

The requirement for written request as required above may be waived by the Superintendent of Human Resources or designate in the case of actual emergency.

Leaves of absence shall be granted upon request to employees for educational purposes and such leave shall not exceed six (6) months in any one year without mutual consent, or twelve (12) months with mutual consent.

12:02 Union business shall be considered good cause for leave of absence and an employee elected, selected or appointed to attend Union Conventions, Seminars or Education Classes or other Union business shall be granted leave of absence. Such leave of absence shall not be longer than a six (6) month period and will not be requested on more than three (3) occasions for not more than three (3) persons on each occasion in any one (1) calendar year and such request first must be submitted to the Board in writing. Seniority shall continue to accumulate during such absence. Such leave of absence shall be granted by the Board without pay.

12:03 If an employee is absent from work on a leave of absence for a period greater than thirty (30) days they shall be required and obligated to reimburse the Board for 100% of the cost which it has paid to maintain their LTD benefit coverage after such thirty (30) day period. The Board and the employee shall agree to a mutually acceptable repayment schedule.

12:04 Jury Duty - An employee who is required to serve as juror or is required by subpoena to appear in court as a witness but not a party to the action, shall be

granted leave of absence without loss of seniority for the period required by the court.

Upon receipt of such notice to serve, the employee must immediately notify the Board. The employee shall pay to the Board the fees received for the time served and the Board will pay the employee's regular pay.

12:05 An employee who is unavailable for work because they have been convicted of a minor offence and incarcerated for such offence shall be considered on vacation and then on leave of absence, if necessary, for the period of their incarceration provided the leave of absence does not exceed sixty (60) calendar days.

12:06 **Deferred Salary Leave Plan (Four Years Over Five Plan).**

- a. Description - The plan affords an employee the opportunity of taking a one (1) year leave of absence and, through the deferral of salary, finance the leave.
- b. Qualifications - Any employee having four (4) years seniority with the Board is eligible to participate.
- c. Application
 - i. An employee must make written application to the Director of Education requesting permission to participate in the plan.
 - ii. Written acceptance or denial of the request, with explanation, will be forwarded to the Employee within sixty (60) days of the original request.
 - iii. Approval of individual requests shall not be unreasonably denied.
- d. Payment Formula and Leave - The payment of salary, fringe benefits and the timing of the one (1) year leave of absence shall be as follows:
 - i. In all five (5) years of the plan, an employee will be paid 80% of their proper salary and applicable allowances. The remaining 20% will be accumulated, and this amount plus interest earned shall be retained by the Board for the employee.
 - ii. The calculation of interest under the terms of this Plan shall be done monthly (not in advance) at the non-chequing savings account rate in effect, at the bank with which the Board deals, on the last Friday of each month.
 - iii. The employee will be responsible for arranging with the Board, the payment of premiums for employee LTD benefits. Any LTD benefits tied to salary level shall be structured according to the actual salary paid.
- e. Terms of Reference
 - i. At the end of the leave the employee will return to their previous assignment.
 - ii. An employee participating in the Plan upon return to duty shall be eligible, for any increase in salary and benefits that would have been received had the one (1) year leave of absence not been taken.

- iii. Sick leave credits will not accumulate during the year spent on leave.
- iv. OMERS deductions are to be continued as provided by the OMERS regulations.
- v. An employee may withdraw from the Plan any time not less than 30 days prior to the commencement of Leave. Upon withdrawal, any monies accumulated, plus interest owed, will be repaid within sixty (60) days of notification of desire to leave the Plan.
- vi. In the event that a suitable replacement cannot be hired, the Board may defer the year of the leave. In such an instance the employee may choose to remain in the Plan or receive repayment.
- vii. Should an employee die while participating in the Plan any monies accumulated, plus interest accrued at the time of death, will be paid to the Employee's estate.
- viii. An employee wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participating will be granted.

12:07

Paid Education Leave

The Board agrees to pay into a special fund one cent (\$.01) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor, effective from date of ratification, and sent by the Board to the following address: Unifor Paid Education Leave Program, 205 Placer Court, North York, ON M2H 3H9

The Board further agrees that members of the Bargaining Unit, selected by the Union to attend such courses, will be granted a leave of absence for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

12:08

Union Leave/Public Office

Any employee with seniority elected or appointed to Union office or selected for other Union activities by the National Union, the Ontario Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a leave of absence for a period of three (3) years without pay, benefits or loss of seniority. Such employee shall renew their leave of absence on the two-year anniversary date and extension privileges shall be provided

Any employee with seniority elected or appointed to any public office of the municipal, provincial or federal government shall be granted a leave of absence for a period of three (3) years without pay, benefits, or loss of seniority. Such employee shall renew their leave of absence on the two-year anniversary date and

extension privileges shall be provided.

12:09

Armed Forces Leave

Employees who are conscripted to serve in Her Majesty's Permanent Armed Forces or enlist therein during hostility shall be considered as having leave of absence without pay and shall retain their seniority rights and will continue to accumulate seniority rights provided they are asserted within ninety (90) days following honourable discharge and provided such discharge is obtained by the employee as and when it is made available to the employee.

ARTICLE 13 - JOB POSTINGS

13:01

In order to ensure that employees are given the opportunity of applying for transfers and promotions, the Board agrees to comply with the following procedures:

- (a) When vacancies occur or new jobs of a permanent nature or temporary nature in excess of twelve (12) weeks are created within the scope of this Collective Agreement, the Board shall post notices electronically for all such vacancies or new jobs for five (5) working days. The Unifor Chair will be notified of postings and applications.
 - 1) The notice will contain the name of the department, the job title, the location of the position, the qualifications required, the posting number, the name of the official to whose attention applications are to be directed, amount of salary or rate of pay and hours of work per week.
 - 2) Any employee who is absent from work for any authorized reason or for summer break shall be entitled to have notices mailed to them upon request.
 - 3) Job Postings during the summer will be posted electronically on mutually agreeable dates.
- (b)
 - 1) Employees shall have the right to bid on such vacancies or new jobs and they shall be filled from applications received on the basis of seniority, provided, the applicant has the qualifications, skill, and ability to perform such work.
 - 2) The successful applicant shall be placed in the new position no later than twenty (20) working days after being awarded the position through the job posting procedures.

- (c) Employees transferred pursuant to paragraph 13:01 (b) shall have all seniority privileges transferred with each such employee and each such employee transferred to:
- 1) Any position, shall be on a trial/evaluation basis as follows:
 - a) For the Central and Satellite Offices: twenty-five (25) working days
 - b) All other groups: ten (10) working days
 - c) The time limit may be extended by written mutual agreement
 - 2) In the event that any employee reverts back to their original position, they shall maintain all rights and privileges of their original position and the next most senior applicant for the posted position shall automatically receive such position without re-posting.
 - 3) An employee who has successfully bid and is on the trial period or completed the trial period shall not be entitled to bid for more than two (2) posted vacancies in a period of twelve (12) months from the date of their successful bid, except with the Employer's permission.
 - 4) Those employees promoted to supervisory positions or those positions not covered by this agreement, will retain their seniority accumulated in the Bargaining Unit for a period of eighty (80) days. If such employee transfers back to the Bargaining Unit within eighty (80) working days, they shall be credited with all such accumulated seniority rights and privileges previously enjoyed as a member of the Bargaining Unit.

For temporary non-union positions resulting from a statutory leave, employees who accept to fulfill these roles will retain their seniority accumulated in the bargaining unit for a maximum of twelve (12) months
- (d)
- 1) Temporary vacancies which occur due to the absence of a permanent employee shall be posted and filled if such vacancies are expected to go beyond twelve (12) weeks, provided that the original employee holding such position shall be entitled to their previous job upon their return. All vacancies caused by this posting are also temporary but are not required to be posted except for the first two (2) subsequent vacancies.
 - 2) Written notification of all temporary employees hired for a fixed term will be provided to the Union within one (1) week of hire. At such time, the Board shall provide the Chairperson and Vice Chairperson a list of all temporary employees.
 - 3) If a temporary employee works in excess of the term for which they are hired in above, they would be deemed to be included in the bargaining unit.
- (e) Copies of all job postings and a list of applicants and their seniority (date and number on list) are to be provided by the Board to the Chairperson and Vice-Chairperson within five (5) days after the closing date of the posting.

- (f) If any new classification within the scope of this Agreement is created during the life of this Agreement, the wage rate and the job duties shall be determined by the Employer after consultation with the Union.

**ADDENDUM
JOB POSTING**

When vacancies occur or new jobs of a permanent nature are created within the Custodian and Maintenance Bargaining Unit:

The posting procedure will be carried out according to the applicable clauses of that collective agreement.

The same time limits will apply for all employees.

If no qualified employees within the other bargaining unit apply for a posted position, then applications for the position from qualified employees within other units will be considered as follows:

- (a) The successful candidate for a position within the other bargaining unit will carry seniority rights for the calculation of vacation and benefits, but seniority rights affecting job posting and layoff procedures will apply from the date of entry into that bargaining unit.
- (b) The successful applicant for the position shall serve the trial/evaluation period of the position during which time the incumbent will be evaluated.
- (c) If the candidate reverts to their previous position they shall maintain all rights and privileges of their previous position plus any accumulated seniority during their trial/evaluation period.
- (d) In the event the employee is laid off in the unit they have transferred into, the employee may bump back into their original bargaining unit, provided the layoff occurs within five (5) years of the transfer.
- (e) The employees in this bargaining unit agree to recognize the seniority of employees transferred from the other bargaining unit in accordance with the terms of this clause and the comparable clauses in the other bargaining unit.

ARTICLE 14 - BEREAVEMENT/COMPASSIONATE LEAVE

- 14:01 Employees shall be entitled to Bereavement Leave with pay to be divided between time of death and funeral service/celebration of life of a family member as follows:

- (a) In the event of the death of an employee's spouse, child, step-child, (including child under legal guardianship), mother, father, step-parent, or sibling, five (5) working days shall be granted.
 - (b) In the event of the death of a parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent or grandchild, three (3) working days shall be granted.
 - (c) In the event of the death of a niece, nephew, aunt, uncle, one (1) working day shall be granted.
- 14:02 In the event an employee is required as a pallbearer not included above: One (1) Working day will be granted.
- 14:03 When the death of a family member in 14:01 (a) (b) above occurs outside the North American Continent, the bereavement leave will be extended for an additional three (3) days provided the employee attends the funeral.
- 14:04 Working days shall not include Saturdays, Sundays, and statutory Holidays. Paid Holidays (i.e. Christmas Break) will be considered working days.
- 14:05 Where an employee is a proven Executor of the will in Canada, one (1) additional day will be granted.
- 14:06 In the event of a death of any employee within the bargaining unit, the Chairperson or Vice Chairperson or their designated Union member shall be granted four (4) hours off, without loss of pay, to attend the funeral provided the funeral is within the normal working hours of the person attending.
- 14:07 (a) The Director of Education may grant compassionate leave, with or without pay and without loss of sick leave credits for the following reasons:
- i) If extra time is required for bereavement leave the employee shall make prior application to the Employer for an extension of this allotment. Each request is to be considered on its merits.
 - ii) For reasons other than those stated above.
- (b) Compassionate leave, with pay and without loss of sick leave credits, shall be granted by the Director of Education for the following reasons:
- i) critical illness of an immediate family member,
 - ii) OHIP covered surgery for a child or spouse
- (c) In all cases, the number of days in Article 14:07 shall be at the discretion of the Director.

ARTICLE 15 - PREGNANCY/PARENTAL/ADOPTION LEAVE

- 15:01 Leave of Absence due to pregnancy/parental and/or adoption shall be granted by the Board without pay according to the Employment Standards Act Ontario and an employee on such leave will notify the Superintendent of Human Resources or designate in writing of their intention to return to work within the stated period.
- 15:02 Seniority rights shall be maintained during such leave and employees shall have the right to their former position.
- 15:03 During a granted pregnancy or adoption leave, employees will be entitled to the following benefits:
- (a) The ELHT's (Employee Life and Health Trust) portion of Group Benefit (Extended Health, Dental, Basic Life and A D & D coverage) Plan premiums;
 - (b) Board's portion of L.T.D. Plan premiums
 - (c) Retention of vacation entitlement;
 - (d) Retention of long-service entitlement, if applicable.
- 15:04 **Parental Leave**
- An employee shall be granted parental leave with pay for a period of up to two (2) days for the birth or adoption of their child.
- 15:05 An employee has the option of taking their parental leave concurrently with their spouse's pregnancy/parental leave or sequentially.

ARTICLE 16 - HOLIDAYS

- 16:01 The Board will grant to all employees who have completed their probationary period:
- (a) Pay for the following holidays or the day which may be observed as the effective paid holiday provided such employees have worked all of the last scheduled working day preceding the holiday and all of the next scheduled working day after such holiday. However, if absence on the said days is due to illness, injury or with approval of the immediate supervisor, employees shall not be disqualified for payment as provided herein for up to twelve (12) consecutive month's absence. In such cases the Board may require a doctor's certificate.
 1. Family Day
 2. Good Friday
 3. Easter Monday
 4. Victoria Day
 5. Canada Day
 6. Civic Holiday *
 7. Labour Day
 8. Thanksgiving Day
 9. Armistice Day – if observed by the schools
 10. Heritage Day – if statutory holiday

11. Christmas and New Year's Holidays as observed by the schools

- Civic Holiday does not apply to 10 month employees who are on active lay-off.
- (b) The Board agrees to pay to any employee, who is absent from work and is receiving compensation benefits from the Workplace Safety and Insurance Board at the time a paid holiday occurs, the difference, between the compensation and the normal day's pay.
- (c) The Board agrees to pay any employee who is absent from work and is receiving sick benefits as contained in Article 19:01 of this Agreement, at the time a paid holiday occurs, the difference between payments under such plan and the normal day's pay.
- (d) Campus Ministers shall be entitled to March Break off with pay.
- (e) Campus Ministers shall be entitled to the summer off as their vacation period.

16:02 It is understood and agreed that employees who are laid off but maintain seniority or employees who are suspended, provided such suspension is not reversed by award pursuant to Article 9:05 hereof, shall not be entitled to the benefit of paid holidays. Ten (10) month employees that do not work extra days at the conclusion of the school year shall be entitled to the July 1st holiday pay on their first pay upon returning to work.

16:03 An employee who is required to work on any of the above mentioned holidays shall be paid at the rate of double the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular holiday pay.

16:04 For the purpose of computing overtime, any week in which a paid holiday falls, the normal hours of work for such week shall be deemed to be reduced by one day (1) providing the holiday falls within the work week.

16:05 When any of the paid holidays listed fall on a Saturday or a Sunday and should any other day not be observed as the effective paid holiday, employees will receive an additional day's pay.

16:06 When a paid holiday or the day which may be observed as the effective paid holiday falls within the vacation period of an employee, such paid holiday shall not be counted as vacation but such vacation shall be extended by one (1) day.

16:07 Employees shall be entitled to two (2) personal paid leave days per calendar year. Requests for approval must be submitted to the Superintendent of Human Resources or designate at least two (2) days in advance unless there are extenuating circumstances.

16:08 In accordance with Letter of Agreement #11 within the Central Terms, Indigenous employees are permitted to use their two (2) personal paid leave days referenced in Article 16:07 for the purposes of:

- (a) Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and
- (b) Attendance at Indigenous cultural/ceremonial events.

ARTICLE 17 – VACATIONS

17:01 Vacations with pay shall be given to all twelve (12) months employees in accordance with the following:

- (a) Each employee who has less than twelve (12) months seniority as of June 30th in any year shall be entitled to and shall receive one (1) days' vacation for each complete calendar month of seniority to a maximum of two (2) weeks' pay.
- (b) Each employee who has twelve (12) months service or more seniority as of June 30th of each year shall be entitled to and shall receive two (2) weeks' vacation with pay.
- (c) Each employee who has four (4) years' service or more seniority as of June 30th of each year shall be entitled to and shall receive three (3) weeks' vacation with pay.
- (d) Each employee who has six (6) years' service or more seniority as of June 30th of each year shall be entitled to and shall receive vacation with pay as follows:

- 6 years seniority - 3 weeks plus 1 day
- 7 years seniority - 3 weeks plus 2 days
- 8 years seniority - 3 weeks plus 3 days
- 9 years seniority - 3 weeks plus 4 days
- 10 years seniority - 4 weeks
- 11 years seniority - 4 weeks plus 1 day
- 12 years seniority - 4 weeks plus 2 days
- 13 years seniority - 4 weeks plus 3 days
- 14 years seniority - 4 weeks plus 4 days
- 15 years seniority and more - 5 weeks
- 21 years seniority - 5 weeks plus 1 day
- 22 years seniority – 5 weeks plus 2 days
- 23 years seniority – 5 weeks plus 3 days
- 24 years seniority – 5 weeks plus 4 days
- 25 years seniority and more – 6 weeks

- (e) Any employee who is absent for twelve (12) consecutive months shall thereafter, until their return to employment with the Board for two (2) consecutive months, be entitled to and shall receive a pro-rated share of their vacation entitlement in accordance with the provisions of this Article, based on the number of regularly scheduled days worked by such employee in the immediate preceding entitlement year. Provided, however, that if such employee completes a minimum of six (6) months' employment, in that entitlement year, the employee shall re-qualify for their full vacation entitlement.
- (f) The vacation period for all employees shall be between July 1st and June 30th. Vacation shall not be accumulated from one vacation period to the next or subsequent vacation period without the approval of the Superintendent of Human Resources or designate.
- (g) Requests for vacation shall be made in writing to the employee's Principal/Supervisor. When preparing the vacation schedule the Employer shall, subject to its right to maintain a qualified working force, give the choice of vacation dates to employees with the greatest seniority. When the annual vacation schedule is posted there will be no change in an employee's scheduled vacation dates without agreement between the Employer and the employee concerned except in emergency situations.

17:02 (a) All ten (10) month employees shall be entitled to and shall receive by way of vacation entitlement as set out in the schedule below. An employee may request one week vacation entitlement to be applied to the March Break and/or any other approved vacation during the year, by January 15th of each year. The remainder of the vacation entitlement to be paid the last week of January. Vacation pay shall be made on a separate deposit for ten (10) month employees.

An employee who has worked less than ten (10) months in the year immediately preceding December 31 in a year shall be entitled to 4% of the salary earned in that period.

With one year seniority prior to the 31st day of December in a year shall be entitled to 5.4% of the salary earned in the period;

With two years seniority prior to the 31st day of December in a year shall be entitled to 5.8% of the salary earned in the period;

With three years seniority prior to the 31st day of December in a year shall be entitled to 6.2% of the salary earned in the period;

With four years seniority prior to the 31st day of December in a year shall be entitled to 6.6% of the salary earned in the period;

With five years seniority prior to the 31st day of December in a year shall be entitled to 7% of the salary earned in the period;

With six years seniority prior to the 31st day of December in a year shall be entitled to 7.4% of the salary earned in the period;

With seven years seniority prior to the 31st day of December in a year shall be entitled to 7.8% of the salary earned in the period;

With eight years seniority prior to the 31st day of December in a year shall be entitled to 8.2% of the salary earned in the period;

With nine years seniority prior to the 31st day of December in a year shall be entitled to 8.6% of the salary earned in the period;

With ten years seniority prior to the 31st day of December in a year shall be entitled to 9% of the salary earned in the period;

- (b) Ten Months employees may be permitted to take vacation during the school year subject to the approval of the Principal and Superintendent of Human Resources or designate.

17:03 Vacation pay shall be subject to all normal deductions made from an employee's pay and may be paid before the start of each employee's vacation on request.

17:04 Employees employed with the Board as of September 1, 1999 shall be allowed the entitlement in Article 17:01, or their previous vacation entitlement (adjusted for any additional holidays that are not recognized under their previous collective agreements), whichever is the greater.

17:05 Ten (10) month employees' vacation run January to December annually and entitlement is allotted Jan 1. Remaining accrued amounts are paid out in January. Twelve (12) month employees' vacation entitlement run July to June annually and are allotted July 1. When an employee moves between ten (10) and twelve (12) month classifications entitlements are adjusted to their current classification's method of entitlement.

ARTICLE 18 - STRIKES AND LOCKOUTS

18:01 The Union agrees that during the term of this Agreement there shall be no strikes, suspension or slowdown of work, picketing or other interference with the operation of the Board's business and to this end the Union will take affirmative action to prevent any employee from engaging in any such activity. The Board agrees that there shall be no lockout of the employees.

ARTICLE 19 - SICK LEAVE/RETURN TO WORK

- 19:01 **Sick Leave/Short Term Leave and Disability Plan Definitions:**
The Union and Board agree to continue to cooperate in the implementation and administration of early intervention and safe return to work and attendance support processes as a component of the Short-Term Leave and Long-Term Disability Plans.
- 19:02 **Sick Leave to Establish EI Maternity Benefits**
If the employee will be able to establish a new EI Maternity Benefit claim in the eight weeks immediately following the birth of her child through access to sick leave at 100% of their regular salary, she shall be eligible for up to eight weeks leave at 100% of their regular salary without deduction from the sick days or short term disability leave days (remainder of eight weeks topped-up as SEB).
- 19:03 An employee may be required to produce a certificate from a medical practitioner for any illness, certifying that they were unable to carry out their duties due to illness. Such medical certificate shall not be unreasonably requested. The Board shall be responsible for any cost incurred for obtaining such medical note.
- 19:04 Sick leave may be substituted for vacation where it can be established by the employee that serious illness or accident occurred while on vacation and is substantiated by a medical practitioner.
- 19:05 Wages or salary for time lost due to Compulsory Quarantine shall be paid to employees when certified by a medical officer and shall not be charged to sick leave, unless the employee is quarantined because he/she has contracted the disease or illness.
- 19:06 The Board further agrees to provide for employees within the Bargaining Unit, a Long Term Disability Plan providing a benefit of seventy percent (70%) of monthly earnings, maximum coverage \$2,000 per month, for sickness or accident to age 65. Benefits to commence after a waiting period of four months (120) days and to be integrated with employee Canada Pension Plan disability benefits and benefits from Workers' Compensation Premiums - Paid eighty-five percent (85%) by the Board.

ARTICLE 20 – Health & Welfare

- 20:01 The Board agrees to pay one-half (½) coverage under the Pension Plan of the Ontario Municipal Employees Retirement System. This is to include coverage under the Canada Pension Plan.
- 20:02 The Board will pay seventy-five percent (75%) of the cost of survivor benefits (Retiree plan exclusive of Life & AD&D and Weekly Indemnity) to all families of retired employees receiving Board Paid Post Retirement Benefits who have a minimum of ten (10) years' service at date of death.

This coverage will be until the survivor re-marries or is entitled to benefits through their own employer.

ARTICLE 21 - HOURS OF WORK

21:01

School Secretary – 10 Month Employees

- i All full-time 10 month employees' regular hours of employment shall be thirty-five (35) hours per week to be scheduled by the Principal by mutual agreement between the following hours: 7:30 a.m. and 4:30 p.m. If there is no mutual agreement the hours shall be fixed from 8:00 a.m. until 4:00 p.m.
- ii The work year shall be from the first working day of the week preceding the opening of school in each school year until the last working day of the week following the last school day of the school year. **The parties shall discuss flexibility in determining the beginning and end of the work year.**
- iii Principals can approve up to 10 hours of lieu time at a time. **The lieu time shall be taken at a time designated by the principal. Lieu time must be taken in the current school year.**

21:02

School Secretary - 12 Month Employees

- i All full-time 12 month employees' regular hours of employment shall be thirty-five (35) hours per week to be scheduled by the Principal by mutual agreement between the following hours: 7:30 a.m. and 4:30 p.m. If there is no mutual agreement the hours shall be fixed from 8:00 a.m. until 4:00 p.m.
- ii All School Secretary employees' summer hours of employment shall be six and three quarter hours per day ($6\frac{3}{4}$) between 7:30 a.m. and 4:00 p.m., four (4) days per week. The fifth day will be a day off, being either Monday or Friday. The schedule will provide coverage for all positions and be subject to the approval of Management. Summer hours shall commence in the first full week of July and regular work hours will resume the week prior to the commencement of the school year.
- iii The employee will be paid a weekly rate based on the average number of hours per week calculated on an annual basis. ($33\frac{3}{4}$ hours per week)

21:03

Central Office - 12 Month Employees

- i All Central Office employees' regular hours of employment shall be thirty-five (35) hours per week five (5) days from Monday through Friday of each week and the working hours shall be between 8:00 a.m. and 4:30 p.m. subject to the approval of management.

From time to time, the Board may need to adjust the standard hours of work to meet the requirements of the position. Any changes will be made upon mutual agreement with the Union.

- ii All Central Office employees' summer hours of employment shall be six and three quarter hours per day ($6\frac{3}{4}$) between 7:30 a.m. and 4:00 p.m., four (4) days per week. The fifth day will be a day off, being either Monday or Friday. The schedule will provide coverage for all positions and be subject to the approval of Management. Summer hours shall commence in the first full week of July and regular work hours will resume the week prior to the commencement of the school year.
- iii The employee will be paid a weekly rate based on the average number of hours per week calculated on an annual basis ($33\frac{3}{4}$) hours per week.
- iv For Consultants' secretaries the Board may offer 10-month positions of thirty- three and three quarter ($33\frac{3}{4}$) hours per week.

21:04

Information Technology

The regular hours of work shall be between 7:00 a.m. and 5:00 p.m. consisting of thirty-six and a quarter (36.25) hours per week made up of five (5) days from Monday through Friday each week.

- i Overtime for employees in Information Technology must be pre- approved by their direct supervisor; the employee may agree to accrue up to 14 hours of lieu time in lieu of overtime pay. **Lieu shall be taken at times approved by the employees' immediate supervisor. All reasonable requests shall be considered by the supervisor. Lieu time shall be taken in the school year in which it is earned between the first school day of September and two weeks prior to the start of the next school year. Exceptions may be made by the supervisor at their sole discretion based upon operational requirements.**
- ii Summer Hours of employment shall be seven (7) hours per day between 7:00 a.m. and 5:00 p.m. four (4) days per week. The fifth day will be a day off, being either Monday or Friday. The schedule will provide coverage for all positions and be subject to the approval of Management. Summer hours shall commence in the first full week of July and regular work hours will resume the week prior to the commencement of the school year.
- iii The employee will be paid a weekly rate based on an average number of hours per week calculated on an annual basis (35 hours per week).

21:05

All employees shall be entitled to an unpaid lunch period of no less than one half ($1/2$) hour to one (1) hour, and a fifteen (15) minute break in the mid-morning and in the midafternoon unless specifically provided otherwise herein.

21:06

Overtime

- (a) Overtime for all employees must be authorized by the Board and shall commence for all full time employees only after they have worked in excess of their normal hours of work for the work day or the work week, except Sundays. The rate for all time worked on Sunday shall be double time. The Board shall pay time and one-half the regular rate of pay for all authorized overtime or may grant time in lieu with the consent of the employee. Overtime for all permanent part-time employees shall commence after seven (7) hours in a work day or thirty-five (35) hours in a work week.
- (b) No employee shall be laid off work in any week merely for the reason that the employee worked overtime in that week.
- (c) If an employee is called in to work during their off duty hours the employee shall be paid the applicable overtime rate for hours worked or three (3) hours at regular rates whichever is the greater of the two (2).
- (d) All overtime shall be offered equally among employees in the same department, within the same classification who are performing similar work.

21:07

When an employee is assigned on a temporary basis for more than one (1) day to perform work in an occupational classification other than their own and there is a difference between the rates of pay of the two (2) classifications, the employee shall be paid the higher of the two (2) for the entire period of the temporary assignment.

21:08

For the purpose of computing overtime any paid holiday shall count as one day worked.

21:09

If the full or partial workload assignment of a pregnant employee is operating a Visual Display Terminal Unit, and the employee does not wish to perform such assignments during the remainder of her pregnancy, the following will apply:

- (a) If in the opinion of Management, another full-time workload is available, the employee may be assigned to such duties.
- (b) If option one (1) is not executed, the employee will take an unpaid leave of absence. The portion of such leave in excess of the normal leave as provided by the Employment Standards Act, shall not include provision for the retention of vacation and long-service entitlements, paid statutory holidays, and the Board's portion of health and life benefits. However, the employee at her option may continue her health and life benefits by paying one hundred percent (100%) of premium costs to the Board.

21:10 Permanent part-time employees shall be covered under the terms of this collective agreement.

The salary, benefits, vacation, holidays, and sick leave as identified in this collective agreement shall be pro-rated on the number of hours worked.

ARTICLE 22 - UNIFORMS

22:01 The Board shall provide clothing to all employees as follows:

- (a) C.S.A. approved high quality safety shoes or boots annually to Learning Technologies Technicians and Communications Cabling Specialist. The allowance shall be no less than that of the Unifor Custodial Maintenance allowance.
- (b) One (1) shop coat to Information Technician Support employees and Teacher Centre employees and one (1) smock per worksite.

ARTICLE 23 - WAGES

23:01

CENTRAL OFFICE	<i>Current</i>	<i>Sept 1/22</i>	<i>Sept 1/23</i>	<i>Sept 1/24</i>	<i>Sept 1/25</i>
		\$1	\$1	\$1	\$1
<i>Accounting Clerk</i>	\$30.37	\$31.37	\$32.37	\$33.37	\$34.37
<i>Accounting Clerk – School Finance Support</i>	\$30.37	\$31.37	\$32.37	\$33.37	\$34.37
<i>Accounting Enrollment, Account Clerk</i>	\$30.37	\$31.37	\$32.37	\$33.37	\$34.37
<i>Accounts Receivable/Payable Clerk</i>	\$30.37	\$31.37	\$32.37	\$33.37	\$34.37
<i>Board Office Secretary - Academies</i>	\$29.38	\$30.38	\$31.38	\$32.38	\$33.38
<i>Board Office Secretary – SIS Support</i>	\$29.38	\$30.38	\$31.38	\$32.38	\$33.38
<i>Business Clerk</i>	\$30.37	\$31.37	\$32.37	\$33.37	\$34.37
<i>Custodial Secretary</i>	\$29.67	\$30.67	\$31.67	\$32.67	\$33.67
<i>Educational Resource Assistant/Printing Clerk</i>	\$29.24	\$30.24	\$31.24	\$32.24	\$33.24
<i>Facilities Services Secretary</i>	\$29.67	\$30.67	\$31.67	\$32.67	\$33.67
<i>International Education Clerk</i>	\$30.37	\$31.37	\$32.37	\$33.37	\$34.37
<i>Learning Materials Tech.</i>	\$31.91	\$32.91	\$33.91	\$34.91	\$35.91
<i>Learning Support Services Secretary</i>	\$28.83	\$29.83	\$30.83	\$31.83	\$32.83
<i>Resource Media Coordinator(Library Media Coordinator)</i>	\$33.94	\$34.94	\$35.94	\$36.94	\$37.94
<i>Maintenance Secretary</i>	\$29.67	\$30.67	\$31.67	\$32.67	\$33.67
<i>Payroll Clerk</i>	\$30.66	\$31.66	\$32.66	\$33.66	\$34.66
<i>Payroll/IPPS Clerk</i>	\$36.81	\$37.81	\$38.81	\$39.81	\$40.81
<i>Receptionist</i>	\$27.53	\$28.53	\$29.53	\$30.53	\$31.53
<i>Secretary to Information Technology</i>	\$29.67	\$30.67	\$31.67	\$32.67	\$33.67
<i>Secretary to Supervisor of Learning Commons</i>	\$28.83	\$29.83	\$30.83	\$31.83	\$32.83
<i>Student Information Systems Support</i>	\$33.43	\$34.43	\$35.43	\$36.43	\$37.43
<i>System Secretary</i>	\$27.62	\$28.62	\$29.62	\$30.62	\$31.62
CAMPUS MINISTERS					
<i>Campus Minister</i>	\$38.39	\$39.39	\$40.39	\$41.39	\$42.39
SCHOOL SECRETARIES					
<i>Attendance Secretary</i>	\$29.38	\$30.38	\$31.38	\$32.38	\$33.38

<i>Elementary Secretary</i>	\$29.55	\$30.55	\$31.55	\$32.55	\$33.55
<i>Elementary System Secretary</i>	\$29.55	\$30.55	\$31.55	\$32.55	\$33.55
<i>Guidance Secretary</i>	\$29.38	\$30.38	\$31.38	\$32.38	\$33.38
<i>Main Office Secretary</i>	\$29.38	\$30.38	\$31.38	\$32.38	\$33.38
<i>Secondary Secretary</i>	\$29.38	\$30.38	\$31.38	\$32.38	\$33.38
<i>St. Michael's Secretary</i>	\$29.55	\$30.55	\$31.55	\$32.55	\$33.55
LEARNING COMMONS SPECIALIST					
<i>Elementary Learning Common Specialist</i>	\$28.48	\$29.48	\$30.48	\$31.48	\$32.48
<i>Secondary Learning Common Specialist</i>	\$29.09	\$30.09	\$31.09	\$32.09	\$33.09
INFORMATION TECHNOLOGY					
<i>Communications Cabling Specialist</i>	\$33.94	\$34.94	\$35.94	\$36.94	\$37.94
<i>Education Technology/Library Resources Support</i>	\$33.94	\$34.94	\$35.94	\$36.94	\$37.94
<i>Head AV Tech</i>	\$39.04	\$40.04	\$41.04	\$42.04	\$43.04
<i>Help Desk Specialist</i>	\$33.94	\$34.94	\$35.94	\$36.94	\$37.94
<i>IPPS Coordinator</i>	\$47.22	\$48.22	\$49.22	\$50.22	\$51.22
<i>IT Route Officer</i>	\$33.94	\$34.94	\$35.94	\$36.94	\$37.94
<i>Jr. Systems Analyst/Programmer</i>	\$36.65	\$37.65	\$38.65	\$39.65	\$40.65
<i>Learning Technologies Communication System Support</i>	\$33.94	\$34.94	\$35.94	\$36.94	\$37.94
<i>Learning Technologies School Support</i>	\$33.94	\$34.94	\$35.94	\$36.94	\$37.94
<i>Learning Technologies System Support</i>	\$38.74	\$39.74	\$40.74	\$41.74	\$42.74
<i>Learning Technologies Technician</i>	\$33.94	\$34.94	\$35.94	\$36.94	\$37.94
<i>Programmer/Analyst</i>	\$43.70	\$44.70	\$45.70	\$46.70	\$47.70
<i>Systems Analyst</i>	\$43.70	\$44.70	\$45.70	\$46.70	\$47.70

- (b) The start rate in each category shall be one dollar and fifty cents (\$1.50) below the maximum. It shall be increased fifty cents (\$.50) each year, on their anniversary date until maximum.
- (c) Pay statements shall only be available through the Board's Employee Portal System.

ARTICLE 24 - GENERAL

- 24:01 The parties hereto agree that whenever the singular term or masculine gender is used through this Collective Agreement, they shall be deemed to include the plural or feminine gender where the context, or the parties hereto, so required.
- 24:02 Employees may retire at the end of the school year following their 65th birthday, or at the option of the employee, at such earlier date as may be provided by the Ontario Municipal Employees Retirement System (O.M.E.R.S.) Pension Plan or the Teacher's Pension Plan (T.P.P.).
- 24:03 The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and duties under it. For this reason, the Employer shall print sufficient copies of the Agreement within thirty (30) days of signing.

24:04 Two (2) days per year shall be designated as Training and Development Days for the Information Technology Group in order to allow for further training opportunities.

These days will be scheduled by their Supervisor and does not preclude the Information Technology Group's attendance at any other training workshops scheduled by the Board.

ARTICLE 25 - MEDICAL PROCEDURES

25:01 (a) No employee shall be required to administer or perform any medical or physical procedure for which they have not been trained

This provision shall not detract from the overriding responsibility of all employees to ensure the health and safety of all pupils under the Board's care.

(b) The Board shall provide adequate insurance against any liability for claims, which may arise from the administration of medication.

ARTICLE 26 - ADJUSTMENTS AND TECHNOLOGICAL CHANGE

26:01 (a) When the Employer decides to institute a technological change which is related to the duties and functions of an employee or group of employees, the Employer agrees to notify the Union as far as possible in advance of such intention.

(b) At such time, the Employer will convene a meeting with the Union, those included will be reflective of the department(s) involved to discuss the introduction of the technological change, and the foreseeable effects that the change may be expected to have on the working conditions and terms of employment of the employee(s).

26:02 (a) In the event that the Employer should introduce new methods and/or equipment which require new or greater skills than are possessed by the employees under the present methods of operation, the Employer will reimburse tuition fees paid by the employees for courses taken provided that:

- i) the course is approved by the Employer.
- ii) the employee provides proof of tuition fees paid and successful completion of the course. In lieu of the above, the Board may offer training at its expense.

(b) A seniority employee who is displaced from their job by virtue of technological change shall be given the opportunity to displace an employee in accordance with Article 11 provided, however, that such employee shall be given a trial period as per Article 13:01.

ARTICLE 27 - TECHNICAL TRAINING

- 27:01 (a) The Board shall maintain a fund of \$25,000 per annum for Technical Training of Unit members which includes all expenses incurred, including but not limited to mileage, travel costs, food, registration fees, etc.
- (b) The Board shall establish a Technical Training committee of two (2) Board representatives and two (2) Union representatives.
- (c) Employees electing to apply to the fund should do so after consultation with their direct supervisor, and the proposed training should be within the scope of their job responsibilities and aligned with their personal growth plan.
- (d) The committee shall make recommendations to the responsible Supervisory Officer or designate for the programs and individuals who should be allocated funding assistance.
- (e) The Superintendent or designate may accept or reject some or any of the recommendations of the committee based on the value of the proposals to the Board or the Unit as a whole.

ARTICLE 28 - JOB SHARING

- 28:01 (a) Job sharing requests with respect to full-time positions shall be considered on an individual basis.
- (b) Were two (2) employees wish to job share, they shall make application to the Superintendent of Human Resources or designate in writing between May 1st and July 31st in any year for effect in September, if possible.
- 28:02 Only full-time positions shall be considered for job sharing between two (2) employees. The salary, benefits and sick leave shall be pro-rated in accordance with the position's hours of work. Their seniority will accrue on a full-time basis.
- 28:03 Total hours by the job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees, subject to the approval of the Employer. Should any scheduling discrepancies between the job sharers arise, the decision of the Employer shall be final.
- 28:04 Each job sharer may exchange shifts with their partner.
- 28:05 The job sharers involved will have the right to determine which partner works on scheduled paid holidays.

- 28:06 Posted schedules for the job sharers shall be based on the normal schedule that would apply to a full time employee holding that position. Such schedules shall conform with the scheduling provision of the Collective Agreement. Job sharers shall not be required but may consent to work overtime as per Article 21.
- 28:07 It is expected that both job sharers will cover each other's absences. If, because of unavoidable circumstances, one cannot cover the other, the Supervisor must be notified to book coverage. If one of the members is absent, the remaining member will be given the opportunity, on a voluntary basis, to perform the absent member's work. If the member elects to cover the absence, the employee will be paid for the additional hours worked at straight time up to the normal hours of work.
- 28:08 Vacation, Pregnancy and Parental Leave and other leaves shall be pursuant to the Collective Agreement.
- 28:09 Any incumbent full time employee wishing to share their position, may do so without having their half of the position posted. The other half of the job sharing position will be posted and the selection will be made on the criteria set out in the posting provisions of this Collective Agreement. If no one in the bargaining unit posts for the job sharing position, then the job sharing request will be denied.
- 28:10 If one of the job sharers leave the arrangement, the Job Sharing Agreement ceases.
- 28:11 (a) Either party may discontinue the job sharing arrangement with sixty (60) calendar days' notice.
- (b) Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) calendar days to discuss the discontinuation.
- (c) It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
- (d) Any differences that arise will be discussed by the parties with the Union committee and the Union Representative.
- (e) Upon conclusion of the Job Sharing Agreement, the job sharers will revert to their original positions on a full-time basis if the employee was previously full-time, or part-time if the employee was previously part-time.

ARTICLE 29 - CO-OP STUDENTS

29:01 Both parties recognize the value and importance of co-op education programs. Co-op students may be used provided they are working with bargaining unit employees. The Union shall be notified prior to co-op students being placed and shall not be used to replace bargaining unit employees.

ARTICLE 30 - MILEAGE

30:01 Mileage rates paid to employees using their own automobiles on authorized Employer's business shall be paid per Board policy.

ARTICLE 31 - LONG SERVICE PAY

31:01 The Board agrees to continue to make the long service payment as set out in the previous collective agreements (Appendix "B") to those employees who had qualified for such payment as of September 1, 1999.

This entitlement shall be limited to employees who were formerly employed by the Windsor Roman Catholic Separate School Board and who have not enrolled in the RRSP Plan.

ARTICLE 32 - DURATION AND TERMINATION

32:01 This agreement shall become effective **September 1st, 2022** and shall continue in effect until **August 31, 2026** and shall continue automatically thereafter for annual terms of one (1) year unless either party notifies the other in writing within a period of three (3) months immediately prior to the annual expiration date that it desires to amend or revise this Agreement at its expiration date. Such notice shall, as far as possible, list the subject matter of the proposed amendments, or revisions but the parties shall have the right to alter the said list before and during negotiations.

32:02 If pursuant to such negotiations, an agreement is not reached on renewal or amendments of this Agreement or the making of an agreement prior to **August 31, 2026**, the parties agree to continue this Agreement in operation until a new agreement is signed between the parties or while such bargaining continues. Bargaining shall be deemed to be continuing until:

Either party has notified the other in writing that it considers bargaining to be at an end, and the occurrences of one (1) of the following:

- i) Seven (7) days have elapsed after a conciliation board has reported to the Ministry of Labour, or
- ii) The Ministry of Labour for Ontario has informed the parties that he does not deem it advisable to appoint a conciliation board.

ARTICLE 33 - HEALTH & SAFETY

33:01 (a) The Board recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act. R.S.O. 1990, and its accompanying regulations as minimum acceptable standards pertaining to:

- i) Joint Health and Safety Committee (s.9 of OHSA)
- ii) Employer Duties (s.25 OHSA)
- iii) Disclosure of Information (ss.26 (1) (c) (d) (e) (f))
- iv) Right to Accompany Inspectors (ss.54 (3))
- v) Right to Refuse Unsafe Work (s.43)

(b) It is agreed that the Minister's order issued on December 8, 2000, by the Ministry of Labour with respect to the Terms of Reference for multi-workplace Joint Health and Safety Committee shall remain in effect for the life of this agreement. It is understood that these terms of reference satisfy the standards identified in s.9 of the Occupational Health and Safety Act R.S.O. (1990).

(c) The Board agrees to make all reasonable provisions for the health and safety of all employees during working hours.

(d) The Union shall select a Health and Safety Representative to be a member of the Board's Joint Health and Safety Committee made up of representatives from employee groups.

(e) The Employer shall recognize and deal with the Joint Health and Safety Committee on matters relating to the Occupational Health and Safety Act.

33:02 **Education and Training**

No employee shall be required or allowed to work on any job or operate any piece of equipment until they have received proper education, training and instruction.

33:03 **National Day of Mourning**

Each year on April 28 at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

33:04 **Moment of Silence – December 6th**

National Day of Remembrance and Action on Violence Against Women – The Board agrees to allow employees one (1) minute of silence at 14:00 on December 6th of each year in observation of the women killed in the Montreal Massacre.

33:05 **Access to the Workplace**

Union Health and Safety Representative shall be provided access to the workplace for inspecting or investigating the workplace should a serious injury or fatality occur to a bargaining unit member.

ARTICLE 34 - WOMEN'S ADVOCATE

34:01 The Company and Union agree that female employees may sometimes need to discuss with another women, matters such as violence or abuse at home or workplace harassment. They may also need to find out about special resources in the community such as counselors or women's shelters to assist them in dealing with these or other issues.

For the term of this contract the parties agree to recognize a Unifor female member who will serve in the role of the Women's Advocate. The female advocate will meet with female members as required to discuss problems with them in a private area provided for confidentiality. The Union will inform the Board in writing of the person selected as Woman's Advocate.

The Advocate shall receive release time during her regular workday after giving notice to her Supervisor in order to deal with urgent issues.

The Advocate shall not be entitled to time in lieu or pay for consultations outside of her normal workday.

The Advocate may participate in an annual training program of up to two days. The Board will pay the Advocate her regular wages (up to two days) for such training, and will pay training costs to a maximum of \$250.00 per annum. All per diem or other expenses of the advocate will be paid by the Union, except that travel costs will be reimbursed by the Board on a mileage/kilometer basis at the rate provided by Board Policy in effect at the particular time.

The training program shall be provided to the Board in advance to the Board in advance to ensure that it contains no conflict with Board policies or programs.

The Woman's advocate will develop appropriate communications to inform female Employees about the advocacy role.

ARTICLE 35 – PAY EQUITY MAINTENANCE

- 35:01 a) The Union and the Employer acknowledge their ongoing responsibilities under the Pay Equity Act to:
- i. Establish and maintain compensation practices that provide for pay equity in accordance with Section 7 of the Pay Equity Act;
 - ii. Ensure that the Pay Equity plan between the parties is appropriately amended to reflect any changes of circumstances which subsequently render the Plan to be no longer appropriate within the meaning of the Act.
 - iii. Ensure that pay equity is maintained for new and existing job classifications; and,
 - iv. Disclose relevant information to pay equity issues.
- b) The parties shall meet once per year to jointly review the Pay Equity Plan and update it as necessary.

LETTER OF AGREEMENT

School Secretary Staffing Committee

The parties agree to establish a school secretary staffing committee of equal representation of the union and management to discuss staffing needs at the elementary and secondary schools. The committee will endeavor to make recommendations to maximize the number of full time positions where it is practical to do so.

LETTERS OF UNDERSTANDING

Campus Ministers

The Board and Union agrees to strike a committee to discuss and recommend matters pertaining to the working conditions, scope of duties, hours of work, the work and other matters pertaining to Campus Ministers which are not presently addressed in the Collective Agreement. The parties commit that this committee shall be established within 60 days of ratification. The Committee will hold two representatives appointed from the Union and two representatives from the Board.

- Campus Ministers are 12 month employees who will be paid at a weekly rate based on the average number of hours per week calculated on an annual basis (33 ¾ hours per week).

Learning Commons Specialist

In the event that the position of Learning Commons Specialist is reinstated, the previous 21:04 language shall govern.

Learning Commons Specialist – 10 Month Employees

- i. The regular work week for full-time employees shall consist of thirty-five (35) hours made up of five (5) days from Monday through Friday each week. The time for commencing and finishing work shall be set from time to time by the Employer at its discretion, but the normal work day shall be seven (7) hours plus one (1) period of not less than one-half (1/2) hour for lunch.
- ii. The work year shall be from the first working day of the week preceding the opening of school in each school year until the last working day of the week following the last school day of the school year.

Re: Modified Work\Accommodation

The Union and the Board agree as follows:

- (a) The Board agrees to make every reasonable effort to provide suitable modified duties or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupations disability.
- (b) Cases of this nature will be reviewed on an individual basis by the Board and the Union, taking into consideration the needs of the business and necessity to provide work assignments which will make a positive productive contribution to the Board's operation. By mutual agreement between the parties, provisions of this agreement may be amended or waived by letter of understanding to meet the needs of the disabled employee concerned and to modify the duties of a particular position.
- (c) Modified or alternate duties encompass any job, task, function or combination of tasks or functions that an employee who suffers from diminished capacity, temporarily or permanently, may perform.
- (d) In consideration of accommodating a disabled employee, the following shall apply in order listed below:

FIRST, the disabled employee's present position shall be considered for modification;
SECOND, positions within the disabled employee's classification shall be considered;
THIRD, positions within the bargaining unit shall be considered; and
FOURTH, positions outside the bargaining unit shall be considered.
- (e) Any alterations in seniority shall only be considered as a final resort after all other avenues have been duly considered by both parties.
- (f) It shall be the responsibility of the Board and the duly authorized representative of the Union, or their designate, to jointly investigate and find means to accommodate disabled employees.

Absence Coverage for Secondary/System Secretaries

The Board shall provide first (1st) day absence coverage for secondary and system secretaries where the Board determines the operational needs of the school require it.

Temporary Secretaries

When there are temporary or permanent vacancies the Board will give due consideration to the temporary secretaries employed by the Board.

LETTERS OF INTENT

CONTRACTING OUT

There shall be no contracting out of Bargaining unit work to the extent that any Bargaining Unit employee or employees will be laid off or suffer a reduction of normal hours of work or loss of seniority or any other benefit as a result of such contracting out.

EXCLUDED PERSONS

Persons excluded from the provisions of this Collective Agreement shall not be assigned any duties normally assigned to employees of this Bargaining Unit to the extent that any Bargaining Unit employee or employees will be laid off or suffer a reduction of normal hours of work or loss of seniority or any other benefit as a result of such assignment.

NO LAY-OFF

All present employees employed within the Bargaining Unit will be employed for their normal number of hours per year considering vacations, holiday and sickness. This Article shall not preclude the Board from making permanent layoffs subject to Article 11:00 of this Agreement. The Board agrees that no employee will be laid off to circumvent the terms of this Agreement.

WORK OF THE BARGAINING UNIT

While the parties agree from time to time persons excluded from the bargaining unit may perform duties normally performed by bargaining unit employees, no person excluded from the bargaining unit shall perform any duties of the bargaining unit employees on a regular basis except on written agreement between the parties or in conformance with past practice.

APPENDIX "A"
Long Service Payments
for Employees Employed Pre September 1, 1999

**Former Windsor Roman Catholic Separate School Board SEIU
Local 210
Office & Clerical**

and

**Former Windsor Roman Catholic Separate School Board
OPSEU Local 143**

The Board shall pay Long Service Pay to every employee within the Bargaining Unit on the first payday after June 1 (Anniversary date between January 1 and June 30) and on December 1 (Anniversary date between July 1 and December 31) of each year, based upon continuous service as follows:

Upon completion of five (5) years of service as of June 30 or December 31, as applicable, of each year and less than ten (10) years of service - \$70.00 annually

Upon completion of ten (10) years of service as of June 30 or December 31, as applicable, of each year and less than fifteen (15) years of service - \$130.00 annually

Upon completion of fifteen (15) years of service as of June 30 or December 31, as applicable, of each year and less than twenty (20) years of service - \$190.00 annually

Upon completion of twenty (20) years of service as of June 30 or December 31, as applicable, of each year and less than twenty-five (25) years of service \$250.00 annually

Upon completion of twenty-five (25) years of service as of June 30 or December 31, as applicable, of each year and over - \$310.00 annually

**Former Windsor Roman Catholic Separate School Board
SEIU LOCAL 210
School Secretaries**

The Board agrees to pay a long service pay which will be paid to employees on the following basis:

After five (5) years continuous service on or before December 1st of each year payable at sixty dollars (\$60.00) every year on the pay day closest to the fifteenth of December.

After ten (10) years continuous service on or before December 1st of each year payable at one Hundred and twenty Dollars (\$120.00) every year on the pay day closest to the fifteenth of December.

After fifteen (15) years continuous service on or before December 1st of each year payable at one hundred and eighty dollars (\$180.00) every year on the pay day closest to the fifteenth of December.

After twenty (20) years continuous service on or before December 1st of each year payable at two hundred and forty dollars (\$240.00) every year on the pay day closest to the fifteenth of December.

After twenty-five (25) years continuous service on or before December 1st of each year payable at three hundred dollars (\$300.00) every year on the pay day closest to the fifteenth of December.

IN WITNESS whereof the Parties have caused this Collective Agreement to be executed by their duly authorized representatives this

Dated at WINDSOR this 26th date of January, 2023

FOR THE EMPLOYER

Brian P. De
Collins

FOR THE UNION

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