

Collective Agreement

**Between Bloorview
School Authority**

and

**Canadian Union of
Public Employees
and its Local 4400**

September 1, 2022 to August 31, 2026

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CUPE – PART A: CENTRAL TERMS

Collective Agreement

**Between Bloorview
School Authority**

and

**Canadian Union of
Public Employees
and its Local 4400**

September 1, 2022 to August 31, 2026

C1.00 - STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 - DEFINITIONS

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

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

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

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

1. ACEPO refers to l'Association des conseils scolaires des écoles publiques de l'Ontario as the designated bargaining agency for every French-language public district school board.
2. AFOCSC refers to l'Association franco-ontarienne des conseils scolaires catholiques as the designated bargaining agency for every French-language Catholic district school board.

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

C3.00 - LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry date of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.
- d) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

C4.00 - CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

a) Dispute Resolution

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

b) Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

- a) The central parties shall each have the following rights:
- i. To file a dispute with the Committee.
 - ii. To file a dispute as a grievance with the Committee.
 - iii. To engage in settlement discussions, and to mutually settle a dispute or grievance.
 - iv. To withdraw a dispute or grievance it filed.
 - v. To mutually agree to refer a dispute or grievance to the local grievance procedure.
 - vi. To refer a grievance it filed to final and binding arbitration.
 - vii. To mutually agree to voluntary mediation.
- b) The Crown shall have the following rights:
- i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.
 - ii. To participate in any matter referred to arbitration.
 - iii. To participate in voluntary mediation.

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

- a) Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.
- b) Where such a dispute is filed:
- i. The decision of the committee shall be available in both French and English.

- ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.
- c) Arbitration decisions and settlements that may have an impact on French language school boards shall be translated accordingly.

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation /Expedited Mediation

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

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

C4.16 Arbitration

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

C5.00 - BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

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

C5.3 Cost Sharing

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

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

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

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 - SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

Where a permanent Employee is accessing sick leave and/or the short-term disability plan in a fiscal year and the absence continues into the following fiscal year for the same medical

condition, the permanent Employee will continue to access any unused sick leave days or short-term disability days from the previous fiscal year's allocation.

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) **WSIB & LTD**

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

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

g) **Graduated Return to Work**

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

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

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

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

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

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

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

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

h) **Proof of Illness**

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) **Notification of Sick Leave Days**

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

If the Employee will be able to establish a new EI Maternity Benefit claim in the six weeks immediately following the birth of her child through access to sick leave at 100% of her regular salary, she shall be eligible for up to six weeks leave at 100% of her regular salary without

deduction from the sick days or short-term disability leave days (remainder of six weeks topped-up as SEB).

C7.00 - CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

a) Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.

b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 - CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 - ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 - CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 - UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the

Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.

- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short-term disability plan.

Supplemental Employment Benefits (SEB)

- a) 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.
- b) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- c) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- d) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C13.00 - MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 - SPECIALIZED JOB CLASSES

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

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

C15.00 - PROFESSIONAL ACTIVITY DAYS

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

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

APPENDIX A
Notice of Central Dispute

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

**APPENDIX C
Medical Certificate**

PART 1

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

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

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

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

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

First Day of Absence:

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

Date of Assessment:
dd mm yyyy

No limitations and/or restrictions

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

For limitations and restrictions, please complete Part 2.

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

PART 2 – Physical and/or Cognitive Abilities

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

PHYSICAL (if applicable)

Walking:

- Full Abilities
- Up to 100 metres
- 100 - 200 metres
- Other (*specify*):

Standing:

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

Sitting:

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

Lifting from floor to waist:

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

Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>specify</i>):	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>specify</i>):	<input type="checkbox"/> Use of hand(s): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>specify</i>): Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>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
COGNITIVE (if applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	

Please identify the assessment tool(s) used to determine the above abilities (*Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.*).

Additional comments on **Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:**

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

From the date of this assessment, the above will apply for approximately:

- 1-2 days 3-7 days 8-14 days
 15 + days Permanent

Have you discussed return to work with your patient?

- Yes No

Recommendations for work hours and start date (if applicable):

- Regular full time hours Modified hours
 Graduated hours

Start Date: **dd** **mm** **yyyy**

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

Has a referral to another Health Care Professional been made?

- Yes (optional - please specify): _____ No

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

- Yes No

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues:

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

The parties agree that the issue of short-term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year. Short-term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. MEMBERSHIP

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

support and resources as mutually agreed. Up to one (1) representative from each of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

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

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING # 10

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives Committee

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

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

Permanent Employees shall be provided with three (3) consecutive regularly scheduled work days' bereavement leave without loss of salary or wages immediately upon the death of or to attend a funeral for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.
3. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of three (3) days or more, there shall be no change to such language and this Letter of Understanding shall not apply.
4. Permanent Employees shall be as defined in local collective agreement terms, or if no such definition exists in a particular collective agreement, as defined in C6.
5. For clarity, while the specific provisions above (including the number of bereavement leave days and eligibility criteria) are not subject to local bargaining or amendment by the local parties, the local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leave

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

LETTER OF AGREEMENT # 13

BETWEEN

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

and

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

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

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

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

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

The task force will:

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

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

CUPE – PART B: LOCAL TERMS

Collective Agreement

**Between Bloorview
School Authority**

and

**Canadian Union of
Public Employees
and its Local 4400**

September 1, 2022 to August 31, 2026

COLLECTIVE AGREEMENT

BETWEEN

**BLOORVIEW SCHOOL AUTHORITY
(hereinafter called “the Authority”)**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 4400 (hereinafter
called “the Union”)**

PREAMBLE

WHEREAS it is the goal of the Authority to provide within its ability to finance the best possible educational services for its students;

AND WHEREAS the Authority and the Union are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education;

AND WHEREAS to achieve that goal it is essential that the Authority and its Educational Assistants, office staff, clerical, secretarial staff, Communicative Disorders Assistants, Noon-Hour Supervisors and Noon-Hour Assistants maintain the harmonious relationship which exists between them;

IT IS THE DESIRE OF THE AUTHORITY AND THE UNION to set forth in this Agreement the rates of pay, benefits, and certain other conditions of employment which govern the employment of Educational Assistants, office staff, clerical, secretarial staff, Communicative Disorders Assistants, Noon-hour Supervisors and Noon-hour Assistants.

ARTICLE A – DEFINITIONS

- A.1 “Agreement” shall mean this Collective Agreement between the Authority and the Union.
- A.2 “Employee” or “Employees” in this Agreement, unless clearly specified as otherwise, means the Employees of the Authority for whom the Union has been certified as bargaining agent.
- A.3 “Employer” or “Authority” means the Bloorview School Authority.
- A.4 “OMERS” means Ontario Municipal Employees Retirement system.
“HOOPP” means the Healthcare of Ontario Pension Plan.
“OTPP” means Ontario Teachers’ Pension Plan.
- A.5 “Parties” shall be the Union and the Authority.
- A.6 “School Day” shall mean a day that is within a school year and is not a school holiday under the regulations.
- A.7 “School Year” shall mean the period prescribed as such, by regulation or approved as such under the regulations.
- A.8 “Spouse” includes a common-law partner of the same or opposite sex.
- A.9 "Union" means the Canadian Union of Public Employees and its Local 4400.
- A.10 “Union Representative” means an Employee designated as such by the Union in accordance with the Agreement.

ARTICLE B – PURPOSE

- B.1 It is the purpose of this Agreement:
- B.1.1 to establish and maintain mutually satisfactory relations between the Authority and the Union;
- B.1.2 to set forth the terms and conditions of employment for Employees for whom the Union has been certified as bargaining agent;
- B.1.3 to provide prompt and equitable disposition of grievances;
- B.1.4 to encourage efficiency and effectiveness in the Authority’s operations;

B.1.5 to promote a co-operative and harmonious relationship between the Authority and the Union.

ARTICLE C – RECOGNITION

- C.1 The Authority recognizes the Union as the sole bargaining agent representing all Educational Assistants, office, clerical, secretarial staff, Communicative Disorders Assistants, Noon-hour Supervisors and Noon-hour Assistants employed by the Authority in the City of Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor and those persons already represented by a trade union.
- C.2 New employees will be emailed an electronic copy of the Agreement when they commence their employment.
- C.3 All words in this Agreement in the singular shall, when the context so requires, include the plural and be considered gender neutral.

ARTICLE D – MANAGEMENT RIGHTS

- D.1 The Union recognizes and accepts that all rights of the Authority to manage the affairs of and administer the school of the Authority are reserved to the Authority exclusively, and without limiting in any way this generality, subject to any other express provisions of this Agreement, it is the exclusive function of the Authority to:
 - D.1.1 maintain order, discipline, effectiveness, and efficiency;
 - D.1.2 hire, promote, classify, transfer, rehire, layoff, recall, and discipline, suspend or discharge any Employee with seniority for just cause, provided that a claim by a seniority Employee of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with in accordance with this Agreement (Temporary/Casual Employees are not seniority employees as per C.10.00 of the Central terms.);
 - D.1.3 deploy the working forces of the Authority or its equipment and properties.

ARTICLE E – UNION SECURITY

- E.1 The Authority agrees to deduct from the pay of each Employee covered by this Agreement in every pay period an amount equal to their regular Union dues. The Union shall notify the Authority in writing of the amount of such dues, and any changes in such amount, at least thirty (30) days before the effective date.

- E.1.1 All Union dues deducted from Employees shall be remitted to the Union not later than the fifteenth (15th) of the month following the month in which such deductions are made together with a list of the names of all Employees from whose pay Union dues were deducted along with their earnings and the amount of dues deducted.
- E.2 Seniority Employees, as a condition of employment, shall become and remain members of the Union. Probationary Employees, as a condition of employment, shall become members within ten (10) school days of commencing employment and remain members of the Union.
- E.3 The Union shall indemnify and save the Authority harmless from any and all claims, suits, attachments, and any and all form of liability arising out of the deduction of Union dues.
- E.4 The Employer shall show the total amount of Union dues paid during a taxation year on the T4 slip of each Employee.
- E.5 The Authority will provide a reasonable opportunity for a Union Representative to meet with a new Employee within the first month of employment.
- E.6 The Authority and the Union will email an electronic copy of this Agreement to all Employees within sixty (60) calendar days after execution and will post this agreement on their respective websites. Employees shall not make printed copies of the Agreement using Authority resources.

ARTICLE F – NO CESSATION OF WORK

- F.1 During the term of operation of this Agreement neither the Union nor any Employee covered by this Agreement shall take part in or call or encourage any strike. During the term of operation of this Agreement, the Authority shall not engage in any lock-out of its Employees covered by this Agreement. Strike and lock-out shall be as defined in the Labour Relations Act, 1995.

ARTICLE G – RELATIONSHIP

- G.1 There shall be no solicitation of membership in the Union organization, or collection of Union monies, or any Union activity that interrupts the work of an Employee in the workplace during the hours of employment, except as hereinafter expressly permitted by the Agreement or with the permission of the person designated by the Employer.
- G.2 The Employer will provide bulletin board space for the posting of Union notices, provided all such notices are signed by a Union Representative and have first been submitted to the person designated by the Employer for approval. Approval shall not be unreasonably withheld. Every reasonable effort will be made to process such requests within two (2) school days.

- G.3 All correspondence from the Union to the Authority related to the collective agreement shall be sent to the Supervisory Officer with a copy to the Human Resources department and all correspondence related to Administration (e.g scheduling meetings) shall be sent to the Principal with a copy to the Human Resources department in writing.
- G.4 All correspondence from the Authority to the Union shall be sent to the President of the local Union or other Union Representative designated by the Union in writing. In October and in February each school year, the Union will provide a list to the Supervisory Officer of the Authority showing the names of all Union Representatives, the members of each committee, and who is to receive all grievance-related correspondence on behalf of the Union
- G.5 In October and in February each school year, the Employer will provide a list, in writing by email, to the Union showing the names, home addresses, and telephone numbers of the Employees, if available, as well as indicate who is permanent, probationary, or temporary, or terminated as a result of resignation, retirement or death, and who is on leave or on layoff with recall rights.
- G.6 The Authority shall provide to a Union Representative electronic copies of any approved School Authority Policy directly affecting employees. An electronic copy shall also be emailed to the Recording and Corresponding Secretary of the Union at the same time.
- G.7 The Employer will provide the Recording & Corresponding Secretary of the Union with a highlighted copy of any new or changed job descriptions.
- G.8 The Employer shall make available to the Recording & Corresponding Secretary of the Union one (1) copy of the Board's public session and Standing Committee Agendas and public session and Standing Committee minutes at the same time as they are circulated to the Trustees.

ARTICLE H – REPRESENTATION

- H.1 Only Union Representatives are authorized to represent the Union at meetings with the Authority.
- H.2 The Union shall be represented by a Negotiations Committee composed of two (2) bargaining unit members and as many as two (2) non-bargaining unit members, at no cost to the Authority.
 - H.2.1 Leaves of absence without pay for the two (2) bargaining unit members on the Negotiations Committee may be granted by the Authority. As long as reasonable notice is provided to the Authority, approval for such leaves will not be unreasonably withheld.

- H.3 The Union may appoint or otherwise select up to two (2) Stewards.
- H.4 A Union Representative shall not leave their assigned duties and responsibilities without first obtaining permission from the Principal or other person designated by the Employer in writing. A Union Representative may be permitted to temporarily leave their assigned duties and responsibilities to meet or prepare to meet with the Employer. Permission is subject to school operational requirements and is discretionary but will not be unreasonably withheld.
- H.4.1 When a Union Representative is permitted to be temporarily absent from their assigned duties and responsibilities to meet or prepare to meet with the Employer during the work day, they shall not suffer any loss of pay for such absence.
- H.5 An employee has the right to Union Representation to be present at a discharge meeting, a discipline meeting, a grievance meeting, or a return-to-work meeting.
- H.6 There shall be a joint Pay Equity Committee composed of up to two (2) Union Representatives and up to two (2) Employer Representatives to maintain pay equity and comply with pay equity legislation. In addition, this Committee will review the classification of job assignments within the bargaining unit.
- H.7 The Parties shall have the right to reasonable assistance from external individuals when meeting.
- H.8 A joint Union-Management Committee shall be established to consider matters of mutual interest to the Union and the Authority. The Union shall be entitled to one (1) representative from the bargaining unit and one (1) representative from the Local on the Committee. The Supervisory Officer and a designate shall represent the School Authority.
- H.8.1 The union-Management Committee shall meet four (4) times each school year during normal working hours for one (1)hour, at times to be mutually agreed, subject to school operational needs
- H.8.2 Minutes of each Union-Management Committee meeting shall be recorded and provided to all members of the Committee at least one (1) week prior to the next meeting.
- H.8.3 There will be no loss of pay while attending such meetings.

ARTICLE I – GRIEVANCE PROCEDURE AND ARBITRATION

- I.1 It is the mutual desire of the Parties that the complaints of Employees shall be resolved as quickly as possible. It is understood that an Employee has no grievance until they have first given the Principal the opportunity of resolving their complaint. The Employee may request the assistance of a Union Representative.
- I.2 If representatives of the Party opposite do not meet or do not respond to the grievance within the time limits expressed, the grievor may proceed to the next step.
- I.3 Time limits should be considered mandatory and not directory.
- I.4 The Parties acknowledge that the time limits set out in both the grievance and arbitration procedures shall be complied with except by mutual agreement (to be confirmed in writing) to extend them.

Grievance Procedure

- I.5 A grievance, to be acceptable under this Agreement must be in writing, must state the circumstances giving rise to the grievance, must specify the article or articles allegedly violated, must state the remedies sought, and must be dated and signed by the grievor.
- I.6 Unless otherwise mutually agreed, the Authority will arrange a meeting room for grievance meetings.
- I.7 Grievances by an Employee, or group of Employees, shall be processed in the following manner:
 - I.7.1 Step 1 The Employee or group of Employees having a grievance arising out of this Agreement must file the grievance within ten (10) working days after they become aware or would reasonably become aware of the circumstances giving rise to the complaint with the Principal of the Authority.
 - I.7.2 Step 2: Representatives of the Parties shall meet within ten (10) working days after the grievance is filed to discuss the grievance and attempt to resolve the matter.
 - I.7.3 Step 3: The Principal shall reply in writing within ten (10) working days of the meeting.
 - I.7.4 Step 4: Failing satisfaction with the reply or if there is no reply within the time limit for reply, the Union may proceed to arbitration within fifteen (15) working days.

- I.8 Grievances by the Union shall be processed in the following manner:
- I.8.1 Step 1: The Union having a grievance arising out of this Agreement shall file the grievance within ten (10) working days after it becomes aware or would reasonably become aware of the circumstances giving rise to the complaint with the Supervisory Officer of the Authority.
 - I.8.2 Step 2: Representatives of the Parties shall meet within ten (10) working days after the grievance is filed to discuss the grievance and attempt to resolve the matter.
 - I.8.3 Step 3: The Supervisory Officer shall reply in writing within ten (10) working days after the said meeting.
 - I.8.4 Step 4: Failing satisfaction with the reply or if there is no reply within the time limit for reply, the Union may proceed to arbitration within fifteen (15) working days.
- I.9 Grievances by the Authority shall be processed in the following manner:
- I.9.1 Step 1: The Authority having a grievance arising out of this Agreement shall file the grievance within ten (10) working days after it becomes aware or would reasonably become aware of the circumstances giving rise to the complaint with a representative of the Union.
 - I.9.2 Step 2: Representatives of the Parties shall meet within ten (10) working days after the grievance is filed to discuss the grievance and attempt to resolve the matter.
 - I.9.3 Step 3: The Union shall reply in writing within ten (10) working days after the said meeting.
 - I.9.4 Step 4: Failing satisfaction with the reply or if there is no reply within the time limit for reply, the Authority may proceed to arbitration within fifteen (15) working days.

Arbitration

- I.10 Where a difference arises between the Parties relating to the interpretation, application, or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, either Party may, provided they have exhausted the Grievance Procedure established under this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration.
- I.10.1 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure unless agreed to by the Parties. This does not preclude either Party from proceeding to expedited arbitration under

the Labour Relations Act, 1995.

- I.11 A notice of arbitration shall contain the names of five (5) arbitrators for consideration by the other Party. If the other Party is unable to agree to any of the proposed arbitrators, it shall propose the names of another five (5) arbitrators for consideration by the Party opposite. The Parties will continue to exchange names of arbitrators until one is acceptable to both Parties or until thirty (30) names have been considered and none are acceptable to both Parties, whichever occurs first.
- I.12 If the Parties fail to agree on an arbitrator, the appointment shall be made by the Minister of Labour for Ontario.
- I.13 No person may act as an arbitrator who has been involved in any attempt to negotiate or settle the grievance without the express agreement of the Parties.
- I.14 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision shall be final and binding upon the Parties and upon any Employee affected by it.
- I.15 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- I.16 The Parties will share equally the expenses of the single arbitrator. Each Party shall otherwise be responsible for its own expenses. Witness fees and allowances shall be paid by the Party calling the witness.
- I.17 The arbitrator is not authorized to make any decision inconsistent with an Act or Regulation thereunder.
- I.18 At any time before or after the arbitrator has been appointed, the Parties may settle the grievance and withdraw it from arbitration.
- I.19 The powers of the arbitrator shall be the powers provided under the Labour Relations Act, 1995.

ARTICLE J – PERSONNEL FILES

- J.1 Employees may, upon written request to the Principal, review their personnel file. The Employee may be accompanied by a Union Representative. Such review must be made in the presence of the Principal or designate and at a mutually agreed time.

- J.2 It shall be the responsibility of each Employee to notify the Authority promptly in writing using the proper form of any change in address or telephone number or banking information. The Employee may request written acknowledgement by the Authority that the change or changes have been recorded.
- J.3 Upon written request to the Supervisory Officer from an Employee on whose record a disciplinary notation has been placed, and after the completion of two (2) years wherein no additional disciplinary notations have been placed on the Employee's record, such disciplinary notation will be removed from the Employee's personnel file and it will not be the basis for further disciplinary action. However, if a disciplinary notation on an Employee's record is for misconduct, such as discrimination, harassment, violence, or abuse, five (5) years must be completed instead of two (2) years.

ARTICLE K – DISCIPLINE AND DISCHARGE

- K.1 No Employee with seniority shall be disciplined or discharged without just cause. A copy of any written disciplinary action or discharge letter shall be provided to a Union Representative.
- K.2 Any Employee covered by this Agreement, called before Management, who is the subject of an investigation or to be disciplined or discharged, shall have the right to two (2) representatives, designated by the Union, present.
 - K.2.1 Any Employee covered by this Agreement, called before Management, shall have the right to Union representation at any formal meeting regarding performance or attendance support.

ARTICLE L – HARASSMENT AND DISCRIMINATION

- L.1 Employees have the right to be free from discrimination and harassment on the grounds prohibited by the Human Rights Code and the obligation not to infringe these same rights of others. Any alleged violation may be processed as a grievance under Article I hereof or, alternatively, be processed under Part IV of the Code, but not under both procedures.
- L.2 The Authority shall take reasonable and appropriate measures to ensure that Employees are free from harassment in the workplace that is prohibited by the Human Rights Code.
- L.3 The Authority and the Union shall take reasonable and appropriate measures to ensure that Employees are free from abusive conduct in the workplace.
- L.4 The Authority shall not discriminate against any Employee because of membership or non-membership in a lawful trade union or for exercising legal rights under the Labour Relations Act, 1995.

- L.5 Where an allegation is against the person who would normally be responsible for the initial step of the internal complaint process or the initial step of the grievance procedure, as outlined in L.1, the allegation will be submitted to the next person in responsibility.

ARTICLE M – HEALTH AND SAFETY

- M.1 A healthy and safe working and learning environment is important to the Authority. In recognition of that fact, the Authority shall take all reasonable precautions to meet its obligations under the Occupational Health and Safety Act. Workplace violence and workplace harassment prevention, as it is defined and regulated under the Occupational Health and Safety Act, is part of this protection.
- M.2 Workplace first aid box(es) shall be supplied and maintained in accordance with the First Aid Requirements Regulation under the Workplace Safety and Insurance Act, 1997.
- M.3 The Parties acknowledge that there is a Joint Health and Safety Committee responsible for safety and health matters within the school, which includes a Union Representative, and that Holland Bloorview Kids Rehab has a Joint Health and Safety Committee for the premises which includes a worker representative from the Authority.

ARTICLE N – PROBATIONARY PERIOD

- N.1 Probationary Employee shall mean an Educational Assistant, office, clerical, secretarial staff, Communicative Disorders Assistant, Noon-hour Supervisor and Noon-hour Assistant who has not completed the probationary period.
- N.2 After hire, an Educational Assistant, office, clerical, secretarial staff, Communicative Disorders Assistant, Noon-hour Supervisor and Noon-hour Assistant will be considered on probation for the first thirty-two (32) work weeks at work for the Authority and shall have no seniority rights during that period.
- N.2.1 An Employee shall serve only one (1) probationary period after hire unless the Authority and the Union agree otherwise.
- N.3 After successful completion of the probationary period, an Employee's seniority will date back to the day on which the Employee's continuous service began.
- N.4 Probationary Employees can be discharged if found to be unsatisfactory by the Authority as long as the termination is not arbitrary, discriminatory, and in bad faith.

ARTICLE O – SENIORITY AND LAYOFF/RECALL

Seniority

- O.1 Seniority Employee shall mean an Educational Assistant, office, clerical, secretarial staff, Communicative Disorders Assistant, Noon-hour Supervisor and Noon-hour Assistant who has completed the probationary period. A probationary Employee will have no seniority rights during the probationary period of employment.
- O.2 Temporary Employee shall mean an Educational Assistant, office, clerical, secretarial staff, Communicative Disorders Assistant, Noon-hour Supervisor and Noon-hour Assistant hired to replace a seniority Employee or a probationary Employee for a term assignment of one (1) school year or less and shall have no seniority rights.
- O.2.1 Temporary Employees will be required to pay union dues and are allowed to apply for job postings in accordance with Article P if they hold the required qualifications.
- O.3 In Accordance with c10.00 of the central terms, the Authority shall maintain a list of temporary employees of the bargaining unit. Effective September 1, 2015, seniority shall accumulate by days worked each school year. One hundred and ninety-four (194) days equals one (1) year. Ties shall be broken if necessary, by most senior date of hire and, if still tied, by a lot. The seniority list shall be provided to the union by October 1st each school year by email.
- O.4 The Authority will establish a seniority list and provide it to the Union by October 1st each school year by email.
- O.4.1 Seniority lists shall contain the Employee's name, seniority date, and job classification.
- O.5 Seniority shall be defined as the continuous length of service from the last date of hire with the Authority.
- O.6 There shall be no loss of seniority during school holiday periods.
- O.7 Where two or more Employees have the same seniority date their placement on the list will be determined by lot conducted by the Union.
- O.7.1 Any dispute about placement or information contained on the seniority list will be addressed by the Union-Management Committee first. In the event that the Parties are unable to resolve such matter, then the Employee or the Union may file a grievance.
- O.8 There shall be no loss of seniority while on a leave of absence taken in accordance with this Agreement or during a layoff while entitled to be recalled.

Layoff/Recall

- O.9 In all cases of layoffs that are not temporary layoffs of thirteen (13) weeks or less, Employees shall be laid off in reverse order of their seniority ranking, provided that the Authority may retain sufficient Employees who possess the necessary qualifications, ability, knowledge and skill to perform the jobs available.
- O.10 In all cases of recall after layoff, other than a temporary layoff of thirteen (13) weeks or less, Employees shall be recalled in accordance with their seniority ranking, provided that they possess the necessary qualifications, ability, knowledge and skill to perform the jobs available.
- O.11 Notice of recall shall be sent by courier to the last address recorded with the Authority by the Employee requiring the Employee to report to work on the date not earlier than three (3) days after the date of such notice.
- O.12 Loss of seniority shall be deemed to have occurred if an Employee quits, is discharged and is not reinstated as a result of a grievance, is laid off for sixteen (16) months or fails to report for work at the time and date specified in a notice of recall.
- O.13 Employees shall be deemed to be terminated once they have been laid off for sixteen (16) months, fail to report for work after recall, or have been absent from work due to illness or injury for two (2) consecutive school years and there is no reasonable prospect of an imminent return to work.
- O.14 In the event the Authority shall merge, amalgamate or combine any of its operations or functions with another employer, the Authority agrees to discuss the retention of seniority rights for all Employees who are members of the bargaining unit with the new employer.

ARTICLE P – JOB POSTING PROCESS

- P.1 Job postings for all vacancies shall include the hours of work per week, the rate of pay, an outline of the duties and responsibilities, and the normal start and end times each school day.
- P.1.1 There shall be no new job postings between July 8th and August 15th except in circumstances where operations so require, in which case, the Employer will notify the Union. It is understood that a reposting is not a new posting.
- P.2 Employees who possess the required skills and other qualifications may apply for posted vacancies and will be considered by the Authority before it considers any outside applicants.
- P.3 The Authority may conduct interviews of applicants for posted vacancies.

- P.4 The Union will be notified of the successful applicant by the Authority and, if requested, will be sent a copy of the job posting.
- P.5 Opportunity for summer school work/assignments shall be advertised internally for a minimum of five (5) working days.
- P.5.1 Opportunity for "Get up and Go" and Summer school will be advertised internally with a copy to the Union.

ARTICLE Q – LEAVES OF ABSENCE

- Q.1 The Supervisory Officer (or Designate) of the Authority may grant miscellaneous leave up to a maximum in any one (1) year of five (5) working days without loss of pay for the purposes listed below. A written application including appropriate documentation as determined by the Authority shall be made at least two (2) weeks, where possible, prior to the proposed commencement of the leave. Approval for such leave will be judged on its individual merits balancing both the interest of the employer and the interest of the employee. Miscellaneous leave may be granted for the purposes of:
- (a) attending the secondary school or post-secondary graduation of the employee or a spouse, child of the employee,
 - (b) attending an adult drama or music festival in which the employee is a participant,
 - (c) attending municipal or other relevant conventions when the employee is a member of a municipal council,
 - (d) participating in tournaments or athletic track and field meets related to Olympic Games, or finals of national competitions approved by the Board,
 - (e) moving to a new place of residence on the day of the move, limited to once during a school year
 - (f) caring for a member of the employee's immediate family (Spouse, Children/Step-Children and Parents/Step-Parents) in a case of serious illness when the employee has been unable to obtain other proper care for such member.
For a relative of the employee who is dependent on the employee for care or assistance may be approved for miscellaneous leave by the Supervisory Officer as a special circumstance as under Q.1.n.
 - (g) attending the funeral/memorial of an employee's friend or extended family member up to one half day
 - (h) attending as president or senior executive officer at approved convention, meeting or other function of a lodge, service club, church council, alumni association or recognized community organization,
 - (i) observing religious Holy Days,
 - (j) a spouse attending the birth of the spouse's child, when adoption leave is not taken and circumstances require the Employee to be present during the adoption procedure,

- (k) attending the wedding of an immediate family member (Spouse, Children/Step-Children and Parents/Step-Parents),
- (l) If the Employee, after making a reasonable effort, is not able to travel to the school due to weather or other factors, the Employee will call the school and indicate the need to take one of the five miscellaneous days.
- (m) Two (2) of the days may be used for personal reasons which may not about a holiday,
- (n) under special circumstances for reasons approved by the Supervisory Officer.

Q.2 The Supervisory Officer (or designate) of the Authority may grant miscellaneous leave without pay for up to one (1) year at the discretion of the Authority. A written application for such leave shall be made at least two (2) weeks, where possible, prior to the proposed commencement of the leave.

Q.3 Pregnancy leave, parental leave, family medical leave, emergency leaves, and reservist leave shall be in accordance with Part XIV of the Employment Standards Act, 2000, as amended.

REFER TO PART A: CENTRAL TERMS C12.00 STATUTORY LEAVES OF ABSENCE/SEB.

Q.4 During such leaves, seniority shall continue to accrue.

Q.5 An Employee returning from such leaves shall return to their position if it exists, or to a comparable position if it does not based on their seniority ranking and qualifications.

Q.6 The current Part XIV of the Employment Standards Act, 2000 is found in Appendix A.

Q.7 Upon timely notification to the Authority by the Union, short duration leave of absence for union business, other than for Negotiations preparation, shall be granted without pay to an aggregate total of ten (10) days per year. During any such leave, the Employee will continue to be paid by the Authority and insured benefits will continue. The Union shall reimburse the Authority for the wages paid during such leave. Seniority shall continue to accumulate during such leaves.

Q.8 Long duration leaves of absence of up to one (1) year for Union business without pay and without benefits may be granted by the Authority on an annual basis if requested with reasonable notice to the Authority by the Union. An Employee returning from such a long duration leave of absence, upon their return to work, shall be placed in a position equivalent to that occupied prior to taking leave based on seniority, which shall continue to accumulate during said leave.

Q.9 An Employee who is required to be absent because of jury duty shall not be subject to loss of pay or deduction from sick leave credits. However, the Employee shall tender all monies received for jury duty to the Authority less such amount as is intended for mileage and other out-of-pocket expenses in order to qualify for such payment by the Authority.

ARTICLE R – SICK LEAVE CREDIT

- R.1 Every Employee shall notify the Authority of their absence and the probable date of return. Failure to do so may result in denial of paid sick leave.
- R.2 In its discretion, the Authority may permit an Employee to use sick leave credits for absence due to special circumstances without loss of pay but with deduction from sick leave credits.

REFER TO PART A: CENTRAL TERMS C6.00 SICK LEAVE.

ARTICLE S – BENEFIT

The CUPE Education Workers’ Benefits Plan

The CUPE Education Workers’ Benefits Plan is administered by OTIP. Visit www.otip.com for more information on your coverage.

- S.1 Subject to, and in accordance with, terms and conditions set out in each benefit plan, the Authority shall assume the undernoted contributions to the plans, based upon full-time employment of the Educational Assistants, office, clerical, secretarial staff and Communicative Disorders Assistants eligible to enroll in such plans. The Authority shall contribute the following proportion of premium (includes any applicable tax):

Long-term disability (HOODIP: 65% of monthly earnings after 30 weeks of continuous total disability)	75% of required premium
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The agreement to pay the premium cost of a group benefit plan in whole or in part, shall not be construed as an intention or obligation on the part of the Authority to pay or provide the benefits under any such group insurance contract to any Educational Assistant, office, clerical, secretarial staff and Communicative Disorders Assistants should any insurer refuse to pay or provide same, in whole or in part.

- S.2 The Authority reserves the right to change benefit insurers or carriers at any time, providing that the LTD plan is equal or better, with notification to the Union.
- S.3 Bargaining unit members employed less than five (5) months and temporary Employees will not participate in the LTD benefit plans. Only permanent full-time employees who meet the eligibility criteria and who are actively at work, are enrolled in the LTD benefit plan.
- S.4 It is the responsibility of each Employee to advise the Authority in writing of any change in marital or family status and to request changes in benefits coverage.

- S.5 School holiday periods shall not interrupt coverage under the group insurance benefit plans unless there is a termination of employment.
- S.6 The Authority shall provide appropriate payroll deduction notifications to Employees respecting their share of the required premiums for the Long-term Disability Insurance Plan, including payroll deductions respecting school holiday periods.
- S.7 Employee benefits brochures from the benefit provider shall be shared by the Authority periodically to all employees eligible to enroll in the benefit plans.
- S.8 Upon the written request of the Union, the Authority will provide the Union with copies of the current LTD insured benefit plan for Employees.

ARTICLE T – PAID HOLIDAYS

T.1 The Parties agree that since Employees are not normally required to work during the months of July and August, they are not entitled to receive any holiday pay for Canada Day and Simcoe Day (Civic Holiday). However, if they are scheduled to work in the summer school holiday period and work the day immediately before and immediately after Canada Day (“day” excludes Saturdays and Sundays), only then would it be considered a paid holiday.

T.1.1 Paid Holidays under this Agreement are as follows:

Labour Day	Boxing Day	Good Friday
Thanksgiving Day	New Year’s Day	Easter Monday
Christmas Day	Family Day	Victoria Day

Any day prescribed as a public holiday.

- T.2 An eligible Employee is a Permanent Employee, who is actively at work.
- T.3 When any paid holiday listed above falls on a Saturday or Sunday, the Authority shall designate some other day in its place as a day off with pay for eligible Employees.
- T.4 In order to be entitled to a paid holiday, an Employee must work the work day immediately before the holiday, for all holidays except Labour Day, and the work day immediately after the holiday unless an approved leave of absence has been granted for the qualifying day.

ARTICLE U – VACATION

U.1 The Parties agree that for full-time employees who are employed for a specified period of time each year which is eleven (11) months or less, vacation shall be taken at the Christmas Winter

Break, March Spring Break, and at such other time as may be mutually agreed upon between the Employee and the Authority. Their vacation entitlement is vacation pay hours earned as a proportion of wages paid to them bi-weekly for their regular hours worked. This bi-weekly allocation earned will accumulate in a separate account and will be reduced by any vacation pay hours used during the school year.

U.1.1 Employees not eligible for paid vacation shall receive their vacation entitlement in accordance with the *Employment Standards Act, 2000*, as amended.

U.2 Employees shall receive any vacation pay hours to which they are entitled with the first pay period in June of the school year or, as mutually agreed, during the school year break periods or for Professional Activity Days.

U.3 The applicable proportion to be used to calculate vacation for a full-time Employee based on a 7-hour work day is determined on September 1st each school year and is as follows:

U.3.1 Fifteen (15) days pro-rated based on the start date for employees with less than one (1) year of continuous service;

U.3.2 Fifteen (15) days after one (1) year of continuous service;

U.3.3 Seventeen (17) days after three (3) years of continuous service;

U.3.4 Twenty-one (21) days after fifteen (15) years of continuous service;

U.3.5 Twenty-five (25) days after twenty-five (25) years of continuous service.

U.4 An Employee hired after September 1st is entitled to up to fifteen (15) vacation days pro-rated based on their start date for their regular hours worked.

U.5 Part-time Employees' vacation entitlement is determined on a pro rata basis.

U.6 An Employee who resigns from the Authority while their vacation entitlement account is in deficit for any reason must refund any overpayment before leaving the Authority.

U.7 Upon termination of employment, an Employee will be paid vacation pay in accordance with the *Employment Standards Act, 2000*.

ARTICLE V – TRAINING

V.1 The Parties acknowledge the important skills and expertise that all Employees contribute to the School and their commitment to improving student achievement.

- V.2 The Parties agree that valuable professional development and training is informed by research and done in partnership with colleagues.
- V.3 All Employees shall participate in Authority-directed professional development and training scheduled during the work day, which is paid time
 - V.3.1 All employees (except Noon Hour Supervisors and Noon Hour Assistants) shall participate in Authority staff meetings (an aggregate total (5) meetings) after school from 3:30 p.m. to 4:30 p.m. which may include professional development and training activities.
 - V.3.2 If there are Professional Development and Supervision monies available as per the PDT, these monies will be divided equally among the employee groups.
- V.4 The proportional share of provincial funding enhancements for this bargaining unit is to be used to enhance professional development and training of all Employees.
- V.5 The Union will provide input into professional development and training through the Union-Management Committee. Specifically, the Parties shall explore the feasibility of planning one Professional Activity Day starting in 2011-2012 for all Employees to meet with peers as part of a Professional Learning Community.

REFER TO PART A: CENTRAL TERMS LETTER OF UNDERSTANDING #4 RE: PROFESSIONAL DEVELOPMENT.

ARTICLE W – HOURS OF WORK

- W.1 Working days per school year for Educational Assistants, Communicative Disorders Assistants, Noon-hour Supervisors and Noon-hour Assistants working full-time shall be at least 194 days or based upon current provincial funding projections.
 - W.1.1 Working days per school year for office, clerical and secretarial staff include two (2) working days immediately following the last day of the school year and five (5) working days immediately preceding the first day of school for a total of 201 working days.
- W.2 Normal working hours per work day shall correspond with the school week as follows:

Educational Assistants, Office Assistants and Communicative Disorders Assistants:

7 hours per day as scheduled by the Authority

Noon-hour Supervisors and Noon-hour Assistants:

2.25 hours per day as scheduled by the Authority

- W.3 Overtime work assignments must be authorized in advance and will be distributed as equitably as possible among the Employees who normally perform the required work.
- W.4 Overtime pay shall be in accordance with the Employment Standards Act, 2000. However, Employees shall have the option to receive equivalent time off in lieu of overtime pay for authorized work assignments by the end of the current school year.
- W.5 The Supervisory Officer (or designate) of the Authority shall have the flexibility to assign hours of work in a predictable and scheduled manner in order to best meet the needs of students and the operational needs of the School. This includes the scheduling of lunch, rest periods and supervision for Employees in a fair and equitable manner.

ARTICLE X – ALLOWANCES

- X.1 Employees who are required to use their automobile on approved Authority business shall receive a travel allowance in accordance with the Ministry of Education guidelines for Southern Ontario.
- X.2 No Employee will be required to transport students in their personal vehicle.

ARTICLE Y – WAGES

Y.1 The hourly rates of pay below include the Provincial Discussion Table (PDT) negotiated general wage increases and are subject to appropriate placement of Educational Assistants on the grid to the industry standard, up to but not exceeding Grade K – Wage Rate contained within the current CUPE 4400 Unit C and Toronto District School Board collective agreement:

GRADE	Effective Sep 1, 2022			Effective Sep 1, 2023			Effective Sep 1, 2024			Effective Sep 1, 2025		
	Hourly Rates of Pay			Hourly Rates of Pay			Hourly Rates of Pay			Hourly Rates of Pay		
D	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	22.29	24.35	26.37	23.29	25.35	27.37	24.29	26.35	28.37	25.29	27.35	29.37
E	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	23.19	25.27	27.39	24.19	26.27	28.39	25.19	27.27	29.39	26.19	28.27	30.39
H	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	26.38	28.81	31.24	27.38	29.81	32.24	28.38	30.81	33.24	29.38	31.81	34.24
I	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	27.78	30.32	32.88	28.78	31.32	33.88	29.78	32.32	34.88	30.78	33.32	35.88
J	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	29.57	32.35	35.02	30.57	33.35	36.02	31.57	34.35	37.02	32.57	35.35	38.02
K	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	31.44	34.32	37.22	32.44	35.32	38.22	33.44	36.32	39.22	34.44	37.32	40.22

Step 0 Date of Hire

Step 1 After Working One (1) Full School Year from Date of Hire Rate

Step 2 After Working Two (2) Full School Years from Date of Hire Rate

Y1.1

GRADE	Effective Sep 1, 2022			Effective Sep 1, 2023			Effective Sep 1, 2024			Effective Sep 1, 2025		
	Hourly Rates of Pay			Hourly Rates of Pay			Hourly Rates of Pay			Hourly Rates of Pay		
Noon Hour Assistant	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	22.29	24.35	26.37	23.29	25.35	27.37	24.29	26.35	28.37	25.29	27.35	29.37
Noon Hour Supervisor	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	23.19	25.27	27.39	24.19	26.27	28.39	25.19	27.27	29.39	26.19	28.27	30.39
Office Assistant	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	26.38	28.81	31.24	27.38	29.81	32.24	28.38	30.81	33.24	29.38	31.81	34.24
Office Administrator	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	29.57	32.35	35.02	30.57	33.35	36.02	31.57	34.35	37.02	32.57	35.35	38.02
Communicative Disorders Assistants	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	29.57	32.35	35.02	30.57	33.35	36.02	31.57	34.35	37.02	32.57	35.35	38.02

- Step 0 Date of Hire
- Step 1 After Working One (1) Full School Year from Date of Hire Rate
- Step 2 After Working Two (2) Full School Years from Date of Hire Rate

- Y.2 It is understood that presently all Educational Assistants are to be placed at the Grade K wage rate. Notwithstanding the absence of Grades I and J placements at the present time (the equivalent of those grades within the current 2008-2012 CUPE 4400 Unit C and Toronto District School Board collective agreement), in due course the Joint Pay Equity Committee will review the classifications of all job assignments within the bargaining unit.
- Y.3 Deductions from wages will be made as required and in accordance with federal and provincial law.
- Y.4 Wages are paid bi-weekly directly in the Employee’s bank account.
- Y.5 In the case of any overpayment of wages, the Authority shall contact the Employee to try to arrange a mutually acceptable repayment plan. The Employee may request that a Union Representative be involved at any meeting about repayment.
- Y.6 The Authority shall store payroll records and information contained in payroll records in a secure and confidential manner.

ARTICLE Z – PENSION PLAN

- Z.1 Employees who are pension plan members on the date of execution of this Agreement will continue their participation in HOOPP to the extent that they remain eligible.
- Z.2 Part-time employees are eligible if, per OMERS regulations, during each of the two immediately preceding calendar years:
- the employee has worked at least 700 hours (including overtime) with any participating employer; or
 - the employee has earned, including overtime and vacation pay, at least 35% of the Year's Maximum Pensionable Earnings (YMPE) with any participating employer.

ARTICLE AA - RENUMBERING AND FORMATTING

- AA.1 Renumbering and formatting of the Collective Agreement will be done by a joint committee within one month of the ratification of this Agreement.
- AA.2 Renumbering and formatting shall not modify, add to, amend or alter the language or intent agreed to through the bargaining process.

ARTICLE BB – DURATION AND RENEWAL

- BB.1 This Agreement shall have effect from September 1, 2022 up to and including August 31, 2026 and from year to year thereafter unless either Party gives the other Party notice in writing by April 1, 2026 or any succeeding anniversary date that it desires to negotiate with a view of renewal of this Agreement with or without modification.
- BB.2 The Parties shall meet within thirty (30) calendar days from the giving of the notice, and shall negotiate in good faith and make every effort to arrive at an agreement.
- BB.3 The Parties shall exchange a copy of the requested amendments at the commencement of negotiations.
- BB.4 Except for its term, any changes considered necessary by the Parties to this Agreement, including the numbering and formatting, may be made by mutual agreement in writing at any time during the existence of this Agreement.

ARTICLE CC – STUDENTS IN THE OFFICE

- CC.1 Students who are in the office for disciplinary reasons shall be supervised by the School Administrator(s) or a teacher in charge.
- CC.2 The above does not diminish any Employee’s obligation to assist in emergency situations under the *Safe Schools Act*.

ARTICLE DD – VOLUNTEERS, STUDENTS, OR APPRENTICES

- DD.1 The school Authority agrees that no Employee in the bargaining unit shall be laid off or have their regular hours of work reduced as a result of bargaining unit work being performed by persons whose regular job is not in the bargaining unit, as a result of contracting out, or as a result of the use of volunteers, student’s, or apprentices.

MEMORANDUM OF SETTLEMENT

between

BLOORVIEW SCHOOL AUTHORITY

and

**CANADIAN UNION OF PUBLIC EMPLOYEES 4400
BLOORVIEW SCHOOL AUTHORITY BARGAINING UNIT**

October 27, 2022

WHEREAS the parties to this Memorandum of Settlement have been engaged in negotiations toward the completion of a new Collective Agreement with respect to issues that are within the scope of local bargaining;

AND WHEREAS the parties have reached a tentative agreement with respect to issues that are within the scope of local bargaining;

Therefore, the parties agree and acknowledge as follows:

1. The terms of this Memorandum of Settlement constitute full and final settlement of all local matters in dispute between them concerning the renewal of the local Collective Agreement for the same period of the central agreement, save and except errors and omissions.
2. The documents attached hereto as Appendix "A" constitute a settlement of a new Collective Agreement with respect to issues that are within the scope of local bargaining.
3. The representatives of the above-mentioned Parties hereby agree to unanimously recommend the following terms of settlement for a renewal Collective Agreement to their respective principals for ratification.
4. The various provisions which form part of this Memorandum of Settlement shall take effect as specified in each instance, on the date of the second of the Parties to ratify the Collective Agreement that comprises Part A, those issues that comprise those items which are central terms and Part B, those issues that comprise those terms which are local terms.
5. All other positions and/or proposals which may have been taken by or submitted by either of the Parties hereto and which are not part of these terms of settlement are hereby withdrawn. Any articles of the Collective Agreement not expressly amended shall remain as they were under the previous Collective Agreement.
6. Following ratification, the parties shall meet and continue to work in good faith toward amending the current Collective Agreement to reflect the changes required by way of the Central Agreement, including the renumbering of provisions and the process of formalizing part "A" and Part "B" of the Collective Agreement, including all editing and typographical adjustments that may be required.
7. The Parties hereto agree that the terms of this tentative agreement are to remain confidential to the Parties until ratified by the second of the Parties to do so.
8. The Union agrees to provide the Authority at least forty-eight (48) hours notice of the specifics of any removal of services through lawful strike action, should such action be planned or anticipated.

9. In the event that other resolutions proposed for addressing the cost to develop and establish all of the legal and operational requirements necessary to implement a Self-Funded Leave Plan that is integrated with the Bloorview School Authority payroll system are unavailable, CUPE Local 4400 then agrees to contribute up to \$5,000 toward the above.
10. Should the Authority create the position of Designated Early Childhood Educator, the Authority recognizes the Bargaining Unit as the sole bargaining agent for all Employees holding these positions.

Dated at TORONTO this OCTOBER 27, 2022.

For the employer

Michael O'Keefe
Sarah Nauman
Earl Manners
Nadine Soteldo

Michael O'Keefe
Sarah Nauman
Earl Manners
Nadine Soteldo

For the Bargaining Unit

Bonnie Dineen
Anna Hutchison
Sarah Robertson
Frank Endrizzi

Bonnie Dineen
Anna Hutchison
Sarah Robertson
Frank Endrizzi

LETTER OF UNDERSTANDING #1

(forming part of the Collective Agreement)

BETWEEN

BLOORVIEW SCHOOL AUTHORITY

(hereinafter called 'Bloorview')

AND

CANADIAN UNION OF PUBLIC EMPLOYEES 4400

BLOORVIEW SCHOOL AUTHORITY BARGAINING UNIT

(hereinafter called 'CUPE')

October 27, 2022

RE: SELF-FUNDED LEAVE PLAN

The Bloorview School Authority agrees to engage a Third Party to develop and establish all of the legal and operational requirements necessary to implement a Self-Funded Leave Plan that is integrated with the Bloorview School Authority payroll system to support the on-going administration of the Self-Funded Leave by Bloorview School Authority.

Cost to engage a Third party to fulfill the conditions above shall be borne by the Bloorview School Authority.

In addition, the parties agree to establish a joint committee comprised of a total of two (2) Authority representatives and two (2) Union representatives, to draft the terms of the self-funded leave plan to the mutual satisfaction of the Parties.

Should the joint committee not complete its mandate to negotiate terms within six months of the ratification of this collective agreement, the Parties shall engage Chris Albertyn as a mediator-arbitrator, to assist the Parties in finalizing terms of the self-funded leave plan and, if necessary, to conduct an interest arbitration to conclude the terms of the self-funded leave plan. If Chris Albertyn is not available, the parties shall select another mutually agreeable mediator-arbitrator.

This Letter of Understanding expires August 31, 2025 or on the same date as the Central Agreement.

Dated at TORONTO this OCTOBER 27, 2022

For the Employer:

Michael O'Keefe
Joseph Gaudin
Ed Hamers
D. O'Neil

For the Union:

Ronald Deane
Anna Hutchison
Bob
Frank Erceg

LETTER OF UNDERSTANDING #2

(forming part of the Collective Agreement)

BETWEEN

BLOORVIEW SCHOOL AUTHORITY

(hereinafter called 'Bloorview')

AND

CANADIAN UNION OF PUBLIC EMPLOYEES 4400

BLOORVIEW SCHOOL AUTHORITY BARGAINING UNIT

(hereinafter called 'CUPE')

October 27, 2022

RE: POLICY REVIEW PROCESS

RE: VIOLENCE IN THE WORKPLACE PROCEDURE REVIEW

RE: WORKPLACE HARRASSMENT PROCEDURES

The Parties agree that the above-noted policies/procedures will be reviewed by the Staff Policy Committee during the normal Policy review process and invite Union participation regarding each policy named above.

This Letter of Understanding expires August 31, 2025 or on the same date as the Central Agreement.

Dated at TORONTO this OCTOBER 27, 2022.

For the Employer:

Michael O'Keefe
Sue Clarke
B. Parners
A. Dill

For the Union:

Bonnie Deane
Anna Hutchison
Director
Frank Egan

LETTER OF UNDERSTANDING #3
(forming part of the Collective Agreement)

BETWEEN

BLOORVIEW SCHOOL AUTHORITY
(hereinafter called 'Bloorview')

AND

CANADIAN UNION OF PUBLIC EMPLOYEES 4400
BLOORVIEW SCHOOL AUTHORITY BARGAINING UNIT
(hereinafter called 'CUPE')

October 27, 2022

RE: PREVALENT MEDICAL CONDITIONS POLICY AND PROCEDURES

The Parties will establish a joint committee comprised of a minimum total of two (2) Employer representatives and two (2) CUPE Local 4400 representatives to discuss issues related to Policy and related Procedures regarding Prevalent Medical Conditions. The parties shall meet within sixty (60) days of ratification of this agreement and shall meet quarterly. Where best practices are identified, those practices shall be shared with school staff.

This Letter of Understanding expires August 31, 2025 or on the same date as the Central Agreement.

Dated at TORONTO this OCTOBER 27, 2022.

For the Employer:

Michael O'Keefe
Sarah Young
E. Wainwright
[Signature]

For the Union:

[Signature]
Anna Hutchison
[Signature]
Frank Anon

LETTER OF UNDERSTANDING #4

(forming part of the Collective Agreement)

BETWEEN

BLOORVIEW SCHOOL AUTHORITY

(hereinafter called 'Bloorview')

AND

CANADIAN UNION OF PUBLIC EMPLOYEES 4400

BLOORVIEW SCHOOL AUTHORITY BARGAINING UNIT

(hereinafter called 'CUPE')

October 27, 2022

**RE: EDUCATIONAL ASSISTANT GUIDELINES IN THE EVENT OF TEACHERS' TEMPORARY
ABSENCE FROM CLASSROOM**

The Parties will establish a joint committee comprised of a minimum total of two (2) Employer representatives and two (2) CUPE Local 4400 representatives to discuss the development of a guideline regarding educational assistants responsibilities in the event the teacher is absent for an extended period of time.

The parties shall meet within sixty (60) days of ratification of this agreement and shall meet quarterly. Where best practices are identified, those practices shall be shared with school staff.

This Letter of Understanding expires August 31, 2025 or on the same date as the Central Agreement.

Dated at TORONTO this OCTOBER 27, 2022.

For the Employer:

Michael O'Keefe
Sally Gannon
E. Sanders
R. Dill

For the Union:

Bonnie Deane
Anna Hutchison
Patricia
Frank Green

LETTER OF UNDERSTANDING #5

(forming part of the Collective Agreement)

BETWEEN

BLOORVIEW SCHOOL AUTHORITY

(hereinafter called 'Bloorview')

AND

CANADIAN UNION OF PUBLIC EMPLOYEES 4400

BLOORVIEW SCHOOL AUTHORITY BARGAINING UNIT

(hereinafter called 'CUPE')

October 27, 2022

RE: EMPLOYMENT INSURANCE (EI) REBATE

The parties agree that if Bloorview is granted an EI premium reduction, the employee's portion of the savings, i.e., five-twelfths (5/12), will be returned to eligible employees via payroll by the first pay period in March or within sixty (60) days of Bloorview receiving the "Reduced Rate Notice" from Service Canada, whichever occurs later.

Employees for whom the reduced rate applies are those covered by an approved short term disability plan (i.e., employees who are eligible for Short-Term Disability Coverage as per C6.00 SICK LEAVE, C6.1 Sick Leave/Short Term Leave and Disability Plan, c) Short Term Disability Coverage – Days payable at 90% Wages of the CUPE – PART A: CENTRAL TERMS).

This Letter of Understanding expires August 31, 2025 or on the same date as the Central Agreement.

Dated at TORONTO this OCTOBER 27, 2022.

For the Employer:

Michael O'Keefe
Sarah C. [unclear]
[unclear]
[unclear]

For the Union:

[unclear]
Anna Hutchison
[unclear]
Fred [unclear]