

Collective Agreement

between the

York Region District School Board

- and the

Canadian Union of Public Employees

Local 1734



Part "A" – CUPE Central Collective Agreement

Part "B" – CUPE Local 1734 Collective Agreement

September 1, 2022 to August 31, 2026

Subject to errors & Omissions

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CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

a. Dispute Resolution

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

b. Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

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

b. The Crown shall have the following rights:

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

- a. Notice of the dispute shall include the following:

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

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation /Expedited Meditation

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

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

C4.16 Arbitration

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #8. 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) 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.

a) 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.

b) 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.

c) 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.

d) 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.

e) 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.

f) 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.

a) 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%.

b) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

The Council of Trustees' Associations (CTA) and the Canadian Union of Public Employees (CUPE)

agree to establish a joint Central Labour Relations Committee (Committee) to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

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

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

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

C15.00 PROFESSIONAL ACTIVITY DAYS

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

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

APPENDIX A

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

I, _____

hereby authorize my Health Care Professional(s)

to disclose medical information to my employer,

_____.

In order to determine my ability to fulfill my duties as a

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

_____ dd _____ mm _____ yyyy

for my absence starting on the

_____ dd _____ mm _____ yyyy

Signature

Date

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.

Please return the completed form to the attention of:

Employee ID:		Telephone No:	
Employee Address:		Work Location:	
Health Care Professional: The following information should be completed by the Health Care Professional			
First Day of Absence:			
General Nature of Illness* (<i>please do not include diagnosis</i>):			
Date of Assessment: dd mm yyyy		No limitations and/or restrictions <input type="checkbox"/> 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. (<i>please complete all that is applicable</i>)			

PHYSICAL (if applicable)				
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> 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 (specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Use of hand(s): <div> <div> Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (specify): </div> <div> Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (specify): </div> </div>		
<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <hr/> Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <input type="checkbox"/> Yes <input type="checkbox"/> No
COGNITIVE (if applicable)				

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

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

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

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

<p>From the date of this assessment, the above will apply for approximately:</p> <p><input type="checkbox"/> 1-2 days <input type="checkbox"/> 3-7 days <input type="checkbox"/> 8-14 days</p> <p><input type="checkbox"/> 15 + days <input type="checkbox"/> Permanent</p>	<p>Have you discussed return to work with your patient?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Recommendations for work hours and start date (if applicable):</p> <p><input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours</p> <p><input type="checkbox"/> Graduated hours</p>	<p>Start Date: dd mm yyyy</p>
<p>Is the patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Has a referral to another Health Care Professional been made?</p> <p><input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No</p> <p>If a referral has been made, will you continue to be the patient's primary Health Care Provider?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Please check one:</p> <p><input type="checkbox"/> Patient is capable of returning to work with no restrictions.</p> <p><input type="checkbox"/> Patient is capable of returning to work with restrictions. (Complete Part 2)</p> <p><input type="checkbox"/> I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.</p>	
<p>Recommended date of next appointment to review Abilities and/or Restrictions:</p> <p>dd mm yyyy</p>	

PART 3 – Confirmation and Attestation

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

I confirm all of the information provided in this attestation is accurate and complete: ☐

Completing Health Care Professional Name:
(Please Print)

Date:

Telephone Number:

Signature:

* “General Nature of Illness” (or injury) suggests a general statement of a person’s illness or injury in plain language without any technical medical details, including diagnosis. Although revealing the nature of an illness may suggest the diagnosis, it will not necessarily do so. “Nature of illness” and “diagnosis” are not congruent terms. For example, a statement that a person has a cardiac or abdominal condition or that s/he has undergone surgery in that respect reveals the essence of the situation without revealing a diagnosis.

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues: To be Updated as Necessary

- 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.

I. 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.

II. 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.

APPENDIX III

Community Use of Schools Investment	
DSB Name	\$
Algoma DSB	4,417
Algonquin and Lakeshore Catholic DSB	4,558
Bluewater DSB	7,113
Bruce-Grey Catholic DSB	1,608
Catholic DSB of Eastern Ontario	4,814
CÉP de l'Est de l'Ontario	6,144
CS catholique Mon Avenir	6,415
CS catholique Providence	4,228
CS Viamonde	4,747
CSD catholique de l'Est ontarien	5,191
CSD catholique des Grandes Rivières	3,613
CSD catholique du Centre-Est de l'Ontario	7,802
CSD catholique du Nouvel-Ontario	3,574
CSD catholique Franco-Nord	1,260
CSD du Grand Nord de l'Ontario	1,977
CSD du Nord-Est de l'Ontario	1,119
DSB of Niagara	14,460
DSB Ontario North East	4,951
Dufferin-Peel Catholic DSB	31,209
Durham Catholic DSB	8,163
Durham DSB	25,822
Grand Erie DSB	10,719
Greater Essex County DSB	12,354
Halton Catholic DSB	11,833
Halton DSB	21,477
Hamilton-Wentworth Catholic DSB	165
Hamilton-Wentworth DSB	17,826
Hastings and Prince Edward DSB	6,802
Huron Perth Catholic DSB	47
Huron-Superior Catholic DSB	2,064
Kawartha Pine Ridge DSB	12,589
Keewatin-Patricia DSB	2,820
Lakehead DSB	3,792
Lambton Kent DSB	9,693
Limestone DSB	8,416
London District Catholic School Board	7,165
Near North DSB	4,719
Niagara Catholic DSB	8,288
Nipissing-Parry Sound Catholic DSB	1,291
Northeastern Catholic DSB	1,143
Northwest Catholic DSB	518

Ottawa Catholic DSB	231
Peel DSB	55,581
Peterborough V N C Catholic DSB	5,638
Rainbow DSB	6,140
Rainy River DSB	1,384
Renfrew County Catholic DSB	1,816
Renfrew County DSB	4,763
Simcoe County DSB	17,471
Simcoe Muskoka Catholic DSB	7,466
St. Clair Catholic DSB	3,211
Sudbury Catholic DSB	2,384
Thames Valley DSB	29,002
Toronto Catholic DSB	34,196
Toronto DSB	85,953
Trillium Lakelands DSB	6,961
Upper Canada DSB	12,895
Upper Grand DSB	11,029
Waterloo Catholic DSB	87
Wellington Catholic DSB	2,950
York Catholic DSB	20,341
York Region DSB	45,435
TOTAL	651,835

APPENDIX IV

Supports for Students Fund - CUPE	2022-23			2023-24			2024-25			2025-26		
DSB Name	Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staff Amount	Other Staffing Amount	TOTAL
Algoma DSB	\$ -	\$ 175,997	\$ 175,997	\$ -	\$ 181,576	\$ 181,576	\$ -	\$ 187,169	\$ 187,169	\$ -	\$ 192,821	\$ 192,821
Algonquin and Lakeshore Catholic DSB	\$ 385,520	\$ 313,539	\$ 699,060	\$ 397,741	\$ 323,478	\$ 721,220	\$ 409,992	\$ 333,442	\$ 743,434	\$ 422,374	\$ 343,512	\$ 765,885
Bluewater DSB	\$ -	\$ 236,384	\$ 236,384	\$ -	\$ 243,877	\$ 243,877	\$ -	\$ 251,389	\$ 251,389	\$ -	\$ 258,981	\$ 258,981
Bruce-Grey Catholic DSB	\$ 163,871	\$ 97,428	\$ 261,298	\$ 169,066	\$ 100,516	\$ 269,582	\$ 174,273	\$ 103,612	\$ 277,885	\$ 179,536	\$ 106,741	\$ 286,277
Catholic DSB of Eastern Ontario	\$ 399,012	\$ 344,075	\$ 743,087	\$ 411,660	\$ 354,982	\$ 766,642	\$ 424,339	\$ 365,916	\$ 790,255	\$ 437,155	\$ 376,966	\$ 814,121
CÉP de l'Est de l'Ontario	\$ -	\$ 383,815	\$ 383,815	\$ -	\$ 395,982	\$ 395,982	\$ -	\$ 408,179	\$ 408,179	\$ -	\$ 420,506	\$ 420,506
CS catholique MonAvenir	\$ -	\$ 206,807	\$ 206,807	\$ -	\$ 213,363	\$ 213,363	\$ -	\$ 219,934	\$ 219,934	\$ -	\$ 226,576	\$ 226,576
CS catholique Providence	\$ 324,922	\$ 292,049	\$ 616,971	\$ 335,222	\$ 301,307	\$ 636,529	\$ 345,547	\$ 310,587	\$ 656,134	\$ 355,982	\$ 319,967	\$ 675,950
CS Viamonde	\$ -	\$ 165,219	\$ 165,219	\$ -	\$ 170,457	\$ 170,457	\$ -	\$ 175,707	\$ 175,707	\$ -	\$ 181,013	\$ 181,013
CSD catholique de l'Est ontarien	\$ -	\$ 250,765	\$ 250,765	\$ -	\$ 258,714	\$ 258,714	\$ -	\$ 266,683	\$ 266,683	\$ -	\$ 274,737	\$ 274,737
CSD catholique des Grandes Rivières	\$ -	\$ 102,542	\$ 102,542	\$ -	\$ 105,793	\$ 105,793	\$ -	\$ 109,051	\$ 109,051	\$ -	\$ 112,344	\$ 112,344
CSD catholique du Centre-Est de l'Ontario	\$ -	\$ 182,349	\$ 182,349	\$ -	\$ 188,130	\$ 188,130	\$ -	\$ 193,924	\$ 193,924	\$ -	\$ 199,781	\$ 199,781
CSD catholique du Nouvel-Ontario	\$ -	\$ 129,373	\$ 129,373	\$ -	\$ 133,474	\$ 133,474	\$ -	\$ 137,585	\$ 137,585	\$ -	\$ 141,740	\$ 141,740
CSD catholique Franco-Nord	\$ -	\$ 42,325	\$ 42,325	\$ -	\$ 43,667	\$ 43,667	\$ -	\$ 45,012	\$ 45,012	\$ -	\$ 46,371	\$ 46,371
CSP du Grand Nord de l'Ontario	\$ -	\$ 62,802	\$ 62,802	\$ -	\$ 64,793	\$ 64,793	\$ -	\$ 66,789	\$ 66,789	\$ -	\$ 68,806	\$ 68,806
CSP du Nord-Est de l'Ontario	\$ 123,936	\$ 94,758	\$ 218,693	\$ 127,865	\$ 97,761	\$ 225,626	\$ 131,803	\$ 100,772	\$ 232,575	\$ 135,783	\$ 103,816	\$ 239,599
DSB of Niagara	\$ 949,189	\$ 757,428	\$ 1,706,616	\$ 979,278	\$ 781,438	\$ 1,760,716	\$ 1,009,440	\$ 805,507	\$ 1,814,946	\$ 1,039,925	\$ 829,833	\$ 1,869,757
DSB Ontario North East	\$ -	\$ 187,606	\$ 187,606	\$ -	\$ 193,553	\$ 193,553	\$ -	\$ 199,514	\$ 199,514	\$ -	\$ 205,540	\$ 205,540
Dufferin-Peel Catholic DSB	\$ -	\$ 1,693,461	\$ 1,693,461	\$ -	\$ 1,747,144	\$ 1,747,144	\$ -	\$ 1,800,956	\$ 1,800,956	\$ -	\$ 1,855,344	\$ 1,855,344
Durham Catholic DSB	\$ 430,803	\$ 412,916	\$ 843,718	\$ 444,459	\$ 426,005	\$ 870,464	\$ 458,148	\$ 439,126	\$ 897,274	\$ 471,985	\$ 452,388	\$ 924,372
Durham DSB	\$ 1,709,102	\$ 1,376,176	\$ 3,085,278	\$ 1,763,281	\$ 1,419,801	\$ 3,183,082	\$ 1,817,590	\$ 1,463,531	\$ 3,281,121	\$ 1,872,481	\$ 1,507,729	\$ 3,380,210
Grand Erie DSB	\$ 711,154	\$ 596,606	\$ 1,307,760	\$ 733,698	\$ 615,518	\$ 1,349,216	\$ 756,296	\$ 634,476	\$ 1,390,772	\$ 779,136	\$ 653,637	\$ 1,432,773
Greater Essex County DSB	\$ -	\$ 754,941	\$ 754,941	\$ -	\$ 778,872	\$ 778,872	\$ -	\$ 802,862	\$ 802,862	\$ -	\$ 827,108	\$ 827,108
Halton Catholic DSB	\$ 697,228	\$ 630,079	\$ 1,327,307	\$ 719,330	\$ 650,053	\$ 1,369,383	\$ 741,485	\$ 670,075	\$ 1,411,560	\$ 763,878	\$ 690,311	\$ 1,454,189
Halton DSB	\$ -	\$ 533,298	\$ 533,298	\$ -	\$ 550,204	\$ 550,204	\$ -	\$ 567,150	\$ 567,150	\$ -	\$ 584,278	\$ 584,278
Hamilton-Wentworth Catholic DSB	\$ 804,718	\$ 236,689	\$ 1,041,407	\$ 830,228	\$ 244,192	\$ 1,074,420	\$ 855,799	\$ 251,713	\$ 1,107,512	\$ 881,644	\$ 259,315	\$ 1,140,959
Hamilton-Wentworth DSB	\$ -	\$ 567,243	\$ 567,243	\$ -	\$ 585,225	\$ 585,225	\$ -	\$ 603,250	\$ 603,250	\$ -	\$ 621,468	\$ 621,468
Hastings and Prince Edward DSB	\$ 460,756	\$ 341,385	\$ 802,141	\$ 475,362	\$ 352,206	\$ 827,568	\$ 490,003	\$ 363,054	\$ 853,058	\$ 504,801	\$ 374,019	\$ 878,820
Huron Perth Catholic DSB	\$ 171,987	\$ 54,183	\$ 226,170	\$ 177,439	\$ 55,901	\$ 233,340	\$ 182,904	\$ 57,622	\$ 240,526	\$ 188,428	\$ 59,362	\$ 247,790
Huron-Superior Catholic DSB	\$ 222,665	\$ 166,954	\$ 389,619	\$ 229,724	\$ 172,247	\$ 401,970	\$ 236,799	\$ 177,552	\$ 414,351	\$ 243,950	\$ 182,914	\$ 426,864
Kawartha Pine Ridge DSB	\$ 928,441	\$ 712,511	\$ 1,640,952	\$ 957,873	\$ 735,098	\$ 1,692,970	\$ 987,375	\$ 757,739	\$ 1,745,114	\$ 1,017,194	\$ 780,622	\$ 1,797,816
Keewatin-Patricia DSB	\$ -	\$ 145,265	\$ 145,265	\$ -	\$ 149,870	\$ 149,870	\$ -	\$ 154,486	\$ 154,486	\$ -	\$ 159,151	\$ 159,151
Lakehead DSB	\$ -	\$ 141,822	\$ 141,822	\$ -	\$ 146,318	\$ 146,318	\$ -	\$ 150,824	\$ 150,824	\$ -	\$ 155,379	\$ 155,379
Lambton Kent DSB	\$ 664,839	\$ 497,673	\$ 1,162,512	\$ 685,914	\$ 513,449	\$ 1,199,364	\$ 707,040	\$ 529,264	\$ 1,236,304	\$ 728,393	\$ 545,247	\$ 1,273,640
Limestone DSB	\$ 522,282	\$ 436,641	\$ 958,924	\$ 538,838	\$ 450,483	\$ 989,321	\$ 555,435	\$ 464,358	\$ 1,019,793	\$ 572,209	\$ 478,382	\$ 1,050,590
London District Catholic School Board	\$ 514,812	\$ 368,337	\$ 883,149	\$ 531,132	\$ 380,013	\$ 911,145	\$ 547,491	\$ 391,718	\$ 939,208	\$ 564,025	\$ 403,548	\$ 967,573
Near North DSB	\$ -	\$ 291,472	\$ 291,472	\$ -	\$ 300,712	\$ 300,712	\$ -	\$ 309,974	\$ 309,974	\$ -	\$ 319,335	\$ 319,335
Niagara Catholic DSB	\$ 561,377	\$ 466,988	\$ 1,028,366	\$ 579,173	\$ 481,792	\$ 1,060,965	\$ 597,012	\$ 496,631	\$ 1,093,642	\$ 615,041	\$ 511,629	\$ 1,126,670
Nipissing-Parry Sound Catholic DSB	\$ -	\$ 33,100	\$ 33,100	\$ -	\$ 34,149	\$ 34,149	\$ -	\$ 35,201	\$ 35,201	\$ -	\$ 36,264	\$ 36,264
Northeastern Catholic DSB	\$ 115,913	\$ 73,830	\$ 189,743	\$ 119,588	\$ 76,171	\$ 195,758	\$ 123,271	\$ 78,517	\$ 201,788	\$ 126,994	\$ 80,888	\$ 207,882
Northwest Catholic DSB	\$ 98,825	\$ 46,328	\$ 145,153	\$ 101,957	\$ 47,797	\$ 149,754	\$ 105,098	\$ 49,269	\$ 154,366	\$ 108,271	\$ 50,757	\$ 159,028
Ottawa Catholic DSB	\$ 989,189	\$ 388,717	\$ 1,377,906	\$ 1,020,546	\$ 401,039	\$ 1,421,586	\$ 1,051,979	\$ 413,391	\$ 1,465,370	\$ 1,083,749	\$ 425,876	\$ 1,509,625
Peel DSB	\$ -	\$ 3,042,741	\$ 3,042,741	\$ -	\$ 3,139,195	\$ 3,139,195	\$ -	\$ 3,235,883	\$ 3,235,883	\$ -	\$ 3,333,606	\$ 3,333,606
Peterborough V N C Catholic DSB	\$ 448,480	\$ 365,599	\$ 814,079	\$ 462,697	\$ 377,188	\$ 839,885	\$ 476,948	\$ 388,806	\$ 865,754	\$ 491,352	\$ 400,548	\$ 891,900
Rainbow DSB	\$ -	\$ 220,098	\$ 220,098	\$ -	\$ 227,075	\$ 227,075	\$ -	\$ 234,069	\$ 234,069	\$ -	\$ 241,138	\$ 241,138
Rainy River DSB	\$ -	\$ 41,231	\$ 41,231	\$ -	\$ 42,538	\$ 42,538	\$ -	\$ 43,848	\$ 43,848	\$ -	\$ 45,172	\$ 45,172
Renfrew County Catholic DSB	\$ -	\$ 60,903	\$ 60,903	\$ -	\$ 62,834	\$ 62,834	\$ -	\$ 64,769	\$ 64,769	\$ -	\$ 66,725	\$ 66,725
Renfrew County DSB	\$ -	\$ 245,517	\$ 245,517	\$ -	\$ 253,300	\$ 253,300	\$ -	\$ 261,102	\$ 261,102	\$ -	\$ 268,987	\$ 268,987
Simcoe County DSB	\$ -	\$ 587,385	\$ 587,385	\$ -	\$ 606,005	\$ 606,005	\$ -	\$ 624,670	\$ 624,670	\$ -	\$ 643,535	\$ 643,535
Simcoe Muskoka Catholic DSB	\$ -	\$ 276,448	\$ 276,448	\$ -	\$ 285,212	\$ 285,212	\$ -	\$ 293,996	\$ 293,996	\$ -	\$ 302,875	\$ 302,875
St. Clair Catholic DSB	\$ 275,165	\$ 193,444	\$ 468,610	\$ 283,888	\$ 199,577	\$ 483,465	\$ 292,632	\$ 205,723	\$ 498,355	\$ 301,469	\$ 211,936	\$ 513,406
Sudbury Catholic DSB	\$ -	\$ 80,701	\$ 80,701	\$ -	\$ 83,259	\$ 83,259	\$ -	\$ 85,823	\$ 85,823	\$ -	\$ 88,415	\$ 88,415
Thames Valley DSB	\$ 1,790,290	\$ 1,562,651	\$ 3,352,941	\$ 1,847,042	\$ 1,612,187	\$ 3,459,229	\$ 1,903,931	\$ 1,661,843	\$ 3,565,774	\$ 1,961,429	\$ 1,712,031	\$ 3,673,460
Toronto Catholic DSB	\$ 1,762,084	\$ 2,015,446	\$ 3,777,530	\$ 1,817,942	\$ 2,079,336	\$ 3,897,277	\$ 1,873,934	\$ 2,143,379	\$ 4,017,314	\$ 1,930,527	\$ 2,208,109	\$ 4,138,636
Toronto DSB	\$ 4,852,941	\$ 4,529,586	\$ 9,382,527	\$ 5,006,779	\$ 4,673,174	\$ 9,679,953	\$ 5,160,988	\$ 4,817,107	\$ 9,978,096	\$ 5,316,850	\$ 4,962,584	\$ 10,279,434
Trillium Lakelands DSB	\$ 513,787	\$ 442,883	\$ 956,670	\$ 530,075	\$ 456,922	\$ 986,997	\$ 546,401	\$ 470,995	\$ 1,017,396	\$ 562,902	\$ 485,219	\$ 1,048,122
Upper Canada DSB	\$ 797,965	\$ 692,833	\$ 1,490,798	\$ 823,260	\$ 714,795	\$ 1,538,056	\$ 848,617	\$ 736,811	\$ 1,585,428	\$ 874,245	\$ 759,063	\$ 1,633,308
Upper Grand DSB	\$ -	\$ 339,162	\$ 339,162	\$ -	\$ 349,914	\$ 349,914	\$ -	\$ 360,691	\$ 360,691	\$ -	\$ 371,584	\$ 371,584
Waterloo Catholic DSB	\$ 519,945	\$ 197,833	\$ 717,778	\$ 536,427	\$ 204,104	\$ 740,531	\$ 552,949	\$ 210,390	\$ 763,340	\$ 569,648	\$ 216,744	\$ 786,392
Wellington Catholic DSB	\$ -	\$ 82,010	\$ 82,010	\$ -	\$ 84,610	\$ 84,610	\$ -	\$ 87,216	\$ 87,216	\$ -	\$ 89,850	\$ 89,850
Windsor-Essex Catholic DSB	\$ 543,521	\$ -	\$ 543,521	\$ 560,750	\$ -	\$ 560,750	\$ 578,022	\$ -	\$ 578,022	\$ 595,478	\$ -	\$ 595,478
York Catholic DSB	\$ 1,172,659	\$ 998,693	\$ 2,171,352	\$ 1,209,833	\$ 1,030,352	\$ 2,240,184	\$ 1,247,095	\$ 1,062,087	\$ 2,309,182	\$ 1,284,758	\$ 1,094,162	\$ 2,378,919
York Region DSB	\$ 2,653,309	\$ 2,366,453	\$ 5,019,761	\$ 2,737,418	\$ 2,441,469	\$ 5,178,888	\$ 2,821,731	\$ 2,516,666	\$ 5,338,397	\$ 2,906,947	\$ 2,592,670	\$ 5,499,617
Totals	\$ 27,280,687	\$ 33,333,495	\$ 60,614,182	\$ 28,145,485	\$ 34,390,167	\$ 62,535,652	\$ 29,012,366	\$ 35,449,384	\$ 64,461,750	\$ 29,888,539	\$ 36,519,956	\$ 66,408,495

Note: 2022-23 amounts already include the investment previously communicated through the 2022-23 Grants for Student Needs, released February 17, 2022.

CUPE 1734 - PART B – LOCAL TERMS

PART LA - GENERAL

LA.1.0 DEFINITIONS

- LA.1.1 The word "employee" or "employees" wherever used throughout the Local portion of the collective agreement shall mean the employees of the York Region District School Board in the collective bargaining unit set out in LA.2.1.
- LA.1.2 Wherever the singular is used in this agreement, it shall be construed as if the plural has been used where the context of the party or parties hereto so requires. The use of the word "parties" or "party" throughout the Local portion of the collective agreement, shall refer to the Employer and/or the Union.
- LA.1.3 Wherever the term "Supervisor" is used, it shall be deemed to mean the employee's immediate Supervisor outside of the bargaining unit. For staff assigned to a school, the Principal and/or Vice-Principal is considered to be the employee's immediate Supervisor.
- LA.1.4 The use of the word "Employer" whenever used in this Collective Agreement shall mean the York Region District School Board.
- LA.1.5 The use of the word "Union" whenever used in this Collective Agreement shall mean CUPE Local 1734.
- LA.1.6 The use of the words "Union Representative" means a person(s) designated by the Union and/or recognized under the provisions of the Collective Agreement.

LA. 2.0 SCOPE AND RECOGNITION

- LA. 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of the collective bargaining with respect to rates of pay, hours of work and other working conditions for all Office, Clerical, Technical, Designated Early Childhood Educators (DECEs) and Educational Assistant employees employed with the York Region District School Board as outlined under the "Position" section in Article LB.1.0- Rates of Pay of this Collective Agreement, including new bargaining unit positions created during the life of this Agreement.

LA.3.0 DURATION OF AGREEMENT – (see Central Agreement C3.00 and related subsections.)

- LA.3.1 The parties hereto agree that this Collective Agreement shall be effective from the 1st day of September 2022 until the 31st day of August 2026 and thereafter from year to year unless notice of desire to amend or terminate this Collective Agreement is given by either party to the other party within a period of not less than thirty (30) calendar days, nor more than ninety (90) calendar days prior to the expiry date of this Collective Agreement.
- LA.3.2 If notice of desire to amend or terminate this Agreement is given by either party, then the parties agree to meet for the purpose of negotiations within fifteen (15) calendar days after the giving of such notice if requested to do so, or at any other time mutually agreed upon by the parties.

LA.4.0 NO STRIKES - NO LOCKOUTS

- LA.4.1 The Employer undertakes that there will not be a lockout as defined in the Labour Relations Act during the term of this Agreement.
- LA.4.2 The Union undertakes that there shall be no strike as defined in the Labour Relations Act during the term of this Agreement.

LA.5.0 GRIEVANCE AND ARBITRATION PROCEDURES – (see C4.00 – Central Dispute Resolution Process of the Central Agreement)

- LA.5.1 For the purposes of Part B (local) Agreement, a grievance is defined as being a claim that there has been a violation of Part B (local) of this Agreement and that the Employer or the Union has acted, for the purpose of application, administration, or interpretation, in a manner which violates Part B of this Agreement.
- LA.5.2 Only the Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedures. Such a grievance shall commence at Step 1.
- LA.5.3 If an employee has a complaint, the employee shall first discuss the complaint with their immediate Supervisor.
- LA.5.4 If the subject matter of the complaint is not settled within a period of five (5) working days, then the following steps in the Grievance Procedure should be followed:

LA.5.4.1 Step 1:

All written grievances must be submitted within ten (10) working days after the circumstances which gave rise to it came or ought to have come to the attention of the individual concerned. The aggrieved employee shall first submit the grievance to their Steward. If the Steward considers the matter to be a grievance, as defined in LA.5.1, then the employee, accompanied by their Steward, may present their grievance in writing to their Supervisor. The grievance shall be in writing, signed by the Steward and shall advise management of the remedy sought and any provision of this Collective Agreement upon which the grievance is based. The Supervisor shall answer in writing the grievance within five (5) working days after they have received same. In the normal course, the applicable Manager, Coordinator or Administrator would not have been present at the Step 1 meeting. However, in the event the Manager, Coordinator or Administrator does attend the meeting, then it will be considered to have been a Step 2 meeting, and the Manager, Coordinator or Administrator will have ten (10) working days to answer the grievance in writing. If the Grievance is not then settled, the Union may proceed directly to Step 3.

LA.5.4.2 Step 2:

If the grievance is not then settled, then the grievor may, accompanied by their Steward within five (5) working days after the written decision of the Supervisor has been received or should have been received, present the grievance to the applicable Manager, Coordinator or Administrator or other representative designated by the Employer from time to time. The Manager, Coordinator or Administrator or other representative designated by the Employer shall answer the grievance in writing within five (5) working days after the grievance has been received.

LA.5.4.3 Step 3:

If the grievance is not settled in accordance with Step 2, then within ten (10) working days after the decision of the Manager, Coordinator or Administrator or other designate has been received or should have been received, then the grievance may be presented to the Superintendent responsible for Human Resource Services who shall convene the Management Committee. Upon receiving the grievance, the Management Committee shall notify the Business Representative of the Union, of the time and place of a meeting when they will discuss and consider the representations made and the decisions reached at

Step 2. The meeting shall take place within ten (10) working days after the Management Committee has received the grievance and the decision of the Management Committee shall be given in writing to the Business Representative of the Union within ten (10) working days after such a meeting.

The Management Committee shall be made up of the Associate Director of Education (Business), the Superintendent responsible for Human Resource Services, (HRS) Administration and/or one other member to be determined from time to time.

LA.5.5 MANAGEMENT GRIEVANCE:

The Employer may submit to the Union a grievance with respect to the conduct of the Union, its Officers, or Stewards, members or with respect to any alleged violations of the Collective Agreement. Such a grievance may be presented by the Employer, in writing, to the Business Representative of the Union, within ten (10) working days after the occurrence of the matter which is the subject of the grievance. If such a grievance is not settled, it may be referred to arbitration in accordance with the provision of LA.5.8 of this Agreement.

LA.5.6 POLICY GRIEVANCE:

The Union may submit a Policy Grievance which is distinguishable from the grievance of any individual employee, and which concerns the Union itself and which alleges a violation of this Agreement. Such a grievance may be presented in writing to the Superintendent responsible for Human Resource Services, who shall convene the Management Committee as referred to in the Grievance Procedure within twenty (20) working days after the alleged violation. If the grievance is not settled within fifteen (15) working days, it may then be referred to arbitration under the provisions of LA.5.8 of this Agreement.

LA.5.7 GROUP GRIEVANCE:

Where a specific provision of this Agreement has been alleged to have been violated or misinterpreted, a Group Grievance (i.e., two or more employees in one or more locations) may be presented by the Union denoting the number of employees affected. The grievance shall be signed by those grieving or by three members of the Union Executive, which shall identify those who are grieving. The grievance must be presented to the Superintendent responsible for Human

Resource Services or designate within twenty (20) days of the alleged violation or misinterpretation. If the grievance is not settled within twenty (20) working days, it may be referred to the Management Committee as referred to in the Grievance Procedure. If the grievance is not settled within fifteen (15) working days, it may be referred to arbitration under the provisions of LA.5.8 of this Agreement. Such a grievance will only be possible where the remedy sought is identical.

LA.5.8 ARBITRATION:

In the event that a grievance is to proceed to arbitration, then the party going to arbitration must send a Notice of Intention to proceed to arbitration to the other party within twenty (20) working days after the last Step in the Grievance Procedure has been exhausted. The Notice of Intention to proceed to arbitration shall contain a statement of the matter in dispute and the relief sought from an Arbitration Board. The statement must also include the name and address of the party's nominee to the proposed Arbitration Board.

The parties may agree by mutual consent to have the grievance heard by a single Arbitrator. In this case an Arbitrator will be selected by mutual agreement of the parties.

Nothing in this agreement precludes the use of mediation by mutual consent. Cost of mediation will be equally shared by the Employer and the Union.

LA.5.8.1 The party who receives the Notice of Intention to proceed to arbitration shall then notify the other party of the name and address of its nominee to the proposed Arbitration Board within ten (10) working days after receiving the notice.

LA.5.8.2 The two nominees so appointed shall attempt to select a Chair for the Arbitration Board, but if they are unable to agree upon the selection within a period of ten (10) working days, either of the nominees shall then have the right to request the Minister of Labour for Ontario to appoint a Chair for the Arbitration Board. Where the parties agree to have the grievance heard by a single arbitrator and the parties are unable to agree on the appointment of an arbitrator, they shall request that an appointment be made by the Minister of Labour of Ontario.

LA.5.8.3 Each party shall bear the expenses of its own nominee to an Arbitration Board or Arbitrator, as the case may be, and the parties shall jointly and equally bear the expenses of the Chair.

LA.5.8.4 No grievance may be submitted to a Board of Arbitration/Arbitrator or dealt with

by a Board of Arbitration/Arbitrator, unless it has been properly carried through all the required steps of the Grievance and Arbitration Procedures.

LA.5.8.5 The Board of Arbitration/Arbitrator may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision.

LA.5.8.6 The Arbitration Board/Arbitrator shall have the power to determine if any matter is arbitrable. Any Board of Arbitration/Arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement, nor to add to nor amend any of the terms of this Agreement. The jurisdiction of the Arbitration Board/Arbitrator shall be strictly confined to dealing with the issue in dispute between the parties, as outlined in the Notice of Intention to proceed to arbitration and to the issues outlined in the grievance.

LA.5.8.7 The decision of a Board of Arbitration shall be final and binding upon the parties and for this purpose the decision shall be unanimous or one reached by a majority of the members of the Board of Arbitration, provided, however, that if there is no majority decision of the Board of Arbitration, then the decision of the Chair shall constitute a final and binding decision of the Board of Arbitration.

In the case of a single Arbitrator, the decision of the single Arbitrator shall be final and binding upon the parties.

LA.5.9 The time limits specified in Articles LA.5.0 – LA.5.10 may be extended by mutual agreement between parties, in writing. Where there is not mutual agreement, the timelines remain in effect and are binding.

LA.5.10 DISCHARGE GRIEVANCE:

If an employee is discharged, their grievance must be presented in writing, signed by the employee concerned, within ten (10) working days after the discharge, to the Superintendent responsible for Human Resource Services, or designate, who shall answer the grievance in writing within ten (10) working days after the grievance is presented to them. The employee's Steward shall be present when the employee presents their grievance. If the grievance is not settled, it shall be presented by the Grievance Committee to the Management Committee in accordance with the procedure outlined in Step 3 of the Grievance Procedure within ten (10) working days after the written answer of the Superintendent responsible for Human Resource Services or designate, has been received by the employee.

- LA.5.11 Where an employee's grievance against their discharge or suspension comes before an Arbitration Board/Arbitrator, the Arbitration Board may make a ruling:
- LA.5.11.1 confirming the Employer's decision; or
 - LA.5.11.2 reinstating the employee with or without compensation for wages lost, (except for the amount of remuneration the employee has received elsewhere); or
 - LA.5.11.3 disposing of the grievance in any other manner which may be just and equitable.
- LA.5.12 It is understood that no grievance may be submitted concerning the discharge, lay-off or other forms of disciplinary action of a probationary employee.

LA.6.0 RESERVATION OF EMPLOYER RIGHTS

- LA.6.1 The Union acknowledges that the management of the Employer's operation and the direction of its employees shall continue to be vested exclusively with the Board and shall, among other things include the right to:
- LA.6.1.1 hire, promote, transfer,
 - LA.6.1.2 make and alter reasonable rules and regulations to be observed by the employee,
 - LA.6.1.3 demote, suspend, discharge or otherwise discipline employees for just cause.
- LA.6.2 All rights set forth in this Article will not be exercised in a manner contrary to the provisions of this Collective Agreement.

LA.7.0 UNION SECURITY

- LA.7.1 All employees in the bargaining unit, except those working less than eleven (11) hours a week, shall be required to pay Union dues.
- LA.7.2 The deduction of Union dues shall be made from each pay period and the total amount of Union dues deducted shall be forwarded by the Employer to the Secretary- Treasurer of the Local Union not later than the fifteenth (15th) day of the following month together with a list of names and addresses of all employees

from whose wages the deductions have been made and a total of all wages paid to employees in the bargaining unit, exclusive of overtime and fringe benefits. The Union shall indemnify and save the Employer harmless from any claims, suits, attachments, and any form of liability as a result of any deductions authorized by the Union.

- LA.7.3 When a new employee covered by the terms of this Agreement is hired, within sixty (60) working days the Union shall be given an opportunity to notify the new employee of the name of their Steward and shall acquaint the employee with the Union security provisions of this Agreement. The Employer shall also give the new employee a copy of this Collective Agreement and/or inform the employee how to access the Collective Agreement on the Employer's website.

Where the Employer conducts staff orientation sessions for CUPE 1734 members, the Union will be provided fifteen (15) minutes at each session to make a presentation about membership in the Union. The Employer will not be present during the Union presentation.

The Union will provide the Employer with copies of materials used in such session and will not disparage the Employer during the presentation.

- LA.7.4 Upon written request by the Union, the Employer shall endeavour to provide status updates on cases/investigations in a timely fashion.

LA.8.0 SENIORITY

- LA.8.1 In the 2005/2006 school year, of this Collective Agreement, seniority means the length of service with the Employer or with any predecessor Employer of Education which has been amalgamated or merged with the Employer, and seniority shall operate on a bargaining unit-wide basis. Commencing September 1, 2006, seniority shall mean length of service within CUPE Local 1734.

- LA.8.2 A new employee shall be considered a probationary employee until the employee has completed ninety (90) days worked. At the time of hire, the employee will be informed in writing of their scheduled completion of the probationary period subject to extensions for days not worked or required. When an employee proves satisfactory and completes the probationary period, they shall be confirmed in their position and their name shall be placed on the seniority list and their seniority shall date back to the date of their hire into the bargaining unit.

- LA.8.3 The Employer will maintain a seniority list showing each employee's name, their job classification and the date upon which their seniority commenced.
- LA.8.3.1 The seniority list will be revised and posted on the internal intranet (BWW) twice a year at the end of May and the end of November, and the Employer will send the list electronically to the Union.
- LA.8.3.2 Member's complaints about the accuracy of the seniority list will be considered within thirty (30) working days of the date of posting and the list shall be deemed to be accurate if no complaint or grievance is received within the said time limit of thirty (30) working days.
- LA.8.4 Those transferred to positions not covered by this Agreement, will retain their seniority accumulated in the bargaining unit for a period of twelve (12) months. The parties may jointly agree to extend past the twelve (12) months upon mutual agreement between the Employer, the Union and the Employee. The bargaining unit position that was vacated shall be backfilled by way of a temporary contract for the duration of the agreed upon period of time. If transferred back into the bargaining unit within the agreed upon period, they shall be credited with all previously accumulated seniority within CUPE 1734.
- LA.8.5 If an employee is absent from work because of personal illness, accident or leave of absence authorized by the Employer, they shall not lose their seniority rights. However, an employee's seniority shall be lost, and their employment deemed to be terminated for any of the following reasons:
- LA.8.5.1 dismissal for just cause;
- LA.8.5.2 voluntary resignation;
- LA.8.5.3 lay-off for twelve (12) consecutive months;
- LA.8.5.4 failure to report to the Employer within the time specified in a recall notice or failure to report for work on the date specified in a recall notice unless unable to do so for a valid reason. Notices of recall shall be sent by registered mail or by external courier to the employee's last address on the Employer's Human Resource Services records and a copy will be sent to the Recording Secretary of the Union;
- LA.8.5.5 absence from work for three (3) consecutive working days without a valid reason;

LA.8.5.6 absence from work due to illness or injury for more than two (2) years.

LA.8.6 It shall be the duty of the employee to notify the Employer, specifically Human Resource Services, in writing within seven (7) days of any change of address or telephone number. If an employee should fail to do this, the Employer will not be responsible for failure of a notice to reach such employee, and any notice sent by the Employer by registered mail or external courier to the address of the employee which appears on the Employer's Human Resource Service's records shall be conclusively deemed to have been received by the employee.

LA.9.0 TRADE UNION REPRESENTATION

LA.9.1 STEWARDS

The Union shall elect or appoint a maximum of thirty (30) Stewards for each subsequent year of this Collective Agreement. The Union agrees that it will endeavour not to elect or appoint more than one Steward per worksite, with no more than one Steward to be released per worksite at the same time. It is understood that transfers may result in more than one Steward per site for the balance of that school year. The absence of a Steward from their normal duties shall be subject to the operational needs of the Employer. Such absence shall not be unreasonably denied, and any such denial must be given to the Steward in writing.

LA.9.1.1 A person shall not qualify to serve as a Steward unless they have acquired seniority under the terms of this Agreement.

LA.9.1.2 The Union shall inform the Employer within ten (10) working days of any change to the list of Stewards.

LA.9.1.3 The Employer shall not be obliged to recognize any Steward unless the Employer has been properly informed of their appointment or election.

LA.9.1.4 In addition to the Stewards elected or appointed pursuant to LA.9.1, the Union shall elect or appoint a Chief Steward.

LA.9.1.5 GRIEVANCE COMMITTEE

The Employer agrees to recognize a Union Grievance Committee comprised of the Chief Steward, one other Steward and one Executive Officer of the Union.

- LA.9.1.6 It is clearly understood that Stewards will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or other Union business.
- LA.9.1.7 In accordance with this understanding, meetings with the Employer are at the expense of the Employer and will be scheduled during work time; there shall be no loss of regular earnings to the Steward and/or Grievor.
 - LA.9.1.7.1 This compensation in LA.9.1.7 does not apply for any time spent on these matters outside regular working hours.
- LA.9.1.8 It is understood that the Stewards and the committee members have their regular work to perform on behalf of the Employer.
- LA.9.1.9 If it is necessary for a committee member or Steward to service a grievance during their working hours, they shall not leave their work without first obtaining the permission of their immediate available Supervisor.
- LA.9.1.10 If requested, a committee member or steward shall give a reasonable explanation why they deem such action is necessary and when resuming their regular work, they shall then again report to their immediate available Supervisor.
- LA.9.1.11 Permission from a Supervisor shall not be unreasonably withheld.

LA.10.0 LABOUR MANAGEMENT RELATIONS

- LA.10.1 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out the Union will supply the Employer with the names of its officers.
- LA.10.2 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance.
- LA.10.3 There shall be no loss of regular wages by an employee when serving and meeting on an approved Employer/Union Committee.
- LA.10.4 Employees who are members of and attend approved Employer/Union Committees and who are scheduled to work that day shall report to work for the

remainder of the required work time.

LA.11.0 CORRESPONDENCE

- LA.11.1 All correspondence between the parties arising out of this Collective Agreement and incidental thereto, shall pass to and from the Human Resource Services Representative, or designate, and the President of the Union, or designate.
- LA.11.2 The Employer shall consult the Union when any change of status of members of the Bargaining Unit is considered.
- LA.11.3 Notwithstanding the above, the Employer shall forward to the Union President copies of Staff Appointment Forms. The above procedure will not include temporary transfers for a period less than thirty (30) days.
- LA.11.4 The Employer will provide the union President with a monthly, electronic data file of membership information. Data fields may include:
 - Employee ID
 - First Name
 - Last Name
 - Home Address
 - Home Phone
 - Other Phone number
 - Hire/Seniority Date
 - Work location
 - Position
 - Employment Status
 - Leaves (WSIB/LTD/STD/General...)
 - Deceased (Active members)
 - Terminations
 - Resignations
 - Name Changes
 - Retirements
 - 1734 members that move on to another area within YRDSB
 - Temp/Term Contract Expiry date
 - Casuals (as per article LA.11.6)

Where it is not reasonably possible to provide information requested or where information not identified herein, the parties will meet to discuss feasible alternatives. This electronic file replaces all other information requirements

contained in the current collective agreement, excluding the union dues list.

LA.11.5 When an employee is sent home for any reason, the Employer will provide a letter to the employee which includes the Employee's name, classification, work location, whether they are being sent home with or without pay and a general statement about why the employee is being sent home. The Union will be copied on the letter. The letter will be given/sent to the employee and Union the same day the employee is sent home or as soon as feasible thereafter. The Employer will also attempt to notify the Union verbally of the situation.

LA.11.6 The Employer shall endeavour to provide the Union with a monthly summary of all casual employees.

LA.12.0 NEGOTIATING COMMITTEE

LA.12.1 No employee negotiating committee member shall be required to report to work on negotiation days provided that direct negotiations take place for any part of such days.

LA.12.2 The Employer reserves the right to limit the payment for up to six (6) Union negotiating committee members in LA.12.1.

LA.12.3 Each member of the Union negotiating committee shall be entitled to two (2) days off with pay to prepare for negotiations.

LA.12.4 Notwithstanding LA.12.2 no payment toward the Union negotiating team will be made by the Employer when third-party assistance is present at negotiating meetings with both parties.

LA.13.0 UNION/MANAGEMENT COMMITTEES

LA.13.1 The Employer and the Union agree to recognize a Union/Management Committee which will be made of up to five (5) representatives of each party which shall meet at regular intervals at a time mutually agreed upon by the parties for the purpose of discussing mutual concerns which are not properly matters to be dealt with by other committees. The Committees will not discuss matters that are part of active negotiations and will only discuss matters that are subject of a formal grievance under the Grievance procedure if it has been agreed upon by both parties in advance.

LA.14.0 VACANCIES AND JOB POSTINGS

- LA.14.1 All new positions as well as first and second-generation vacancies which occur within the Bargaining Unit shall be posted for a period of four (4) working days before the vacancy is permanently filled. This procedure is to be followed so that all Employer staff will know of the vacancy or of the new position and be able to submit an application for same. The notice of vacancy or new position shall contain the following information: location (if possible), start and end times of the school, nature of position, qualifications, required knowledge and education, skill, shifts and wage or salary rate or range and reason for the posting. Unless superseded by a lateral move, all qualified applicants will participate in the selection process.
- LA.14.1.1 When there are more than ten (10) qualified applicants, all qualified applicants will write a practicum, of which only those applicants who score 65% or better on that practicum will receive an interview and a successful candidate may be selected. If there are less than ten (10) they shall go through the selection process.
- LA.14.2 The Employer will notify the Union of all third and subsequent generation vacancies three (3) days prior to filling the vacancy.
- LA.14.3 Vacancies arising during the summer months shall be posted in accordance with LA.14.1 Vacancies arising during the summer months shall be posted on the Employer's website.
- LA.14.4 All applications for a posted vacancy or a new position shall be made using the approved application process.
- LA. 14.5 It is understood that the Employer shall have the right to temporarily fill a vacancy until it has been permanently filled for a period of up to thirty (30) working days or for a longer period of time by mutual agreement of the Union and the Employer.
- LA.14.6 In filling any posted vacancy or new position for a position within the Bargaining Unit the Employer will consider skill, ability, qualifications and training of the staff in question to perform the normal required work; however, where these are relatively equal, the employee with the most seniority within the Bargaining Unit, shall be selected. Relatively equal means that the most senior applicant will be awarded the position if their score is within 10 percentage points of the highest scoring candidate. The Bargaining Unit employee shall have priority preference to any Bargaining Unit position. If no suitable applications are received, the Employer

reserves the right to hire.

- LA.14.7 The selection process for each job competition will be established based on the requirements of the position and the applications received from qualified candidates.
- LA.14.8 For all lateral moves and for third and subsequent vacancies (Band 1 through 7), the most senior candidate will be selected if they meet the pre-established threshold requirement. The threshold requirement established by the Employer will be appropriate to each job classification.
- LA.14.8.1 For the purposes of this agreement, a lateral move is when an employee applies to move from a job title in one location to the same job title in a new location.
- LA.14.9 The components of the selection process will be consistently administered.
- LA.14.10 The practicum, where used, will be directly related to the duties of the position.
- LA.14.11 Unless otherwise indicated on the posting, the successful candidate will be placed in their new position within twenty (20) working days following the employee's acceptance, unless mutually agreed by the Union and the Employer. Such mutual agreement shall not be unreasonably withheld. In any instance, unless indicated otherwise, the successful candidate will be paid the applicable rate of pay of the new position commencing on the 11th working day.
- LA.14.12 Any successful Bargaining Unit applicant filling a vacancy or new position will be placed in the vacancy or new position for a trial period not exceeding thirty (30) working days and if the employee proves satisfactory during this period of time, they will then be confirmed in their new classification.
- LA.14.12.1 During the trial period, the employee will be paid the rate of pay for the job they are doing.
- LA.14.12.2 If the employee proves unsatisfactory during the trial period, they will be returned to their former rate of pay and will be returned to their former work location.
- LA.14.12.3 Should an employee wish to return to their former position or location during the trial period, the employee shall be returned to their former position and their former rate of pay. The employee may be returned to their former location by mutual agreement.

LA.14.13 When a successful candidate has been chosen for a vacancy, the Employer shall notify the Union and all candidates of the name of the person who was successful in filling the vacancy. Such notice will be sent out within ten (10) working days.

LA.14.14 An Employee who is successful in filling a permanent twelve (12) month job posting will remain in such position for a minimum of twelve (12) months.

An Employee who is successful in filling a permanent ten (10) month job posting will remain in such position for a minimum of the remainder of the school year.

The above requirements may be waived with permission from the Superintendent responsible for Human Resource Services. These clauses above, do not prevent employees from applying for a position or from applying for a promotion.

LA.14.15 In order to provide continuity of care to students with special needs, Special Education Assistants, Child & Youth Care Workers, Health Assistants, Developmental Support Workers, DECEs and Intervention Support Workers cannot transfer job locations (or in the case of an itinerant position, region) during the school year without approval from the Superintendent responsible for Human Resource Services. This does not prevent employees from applying for a position during the school year.

LA.15.0 HEALTH & SAFETY

LA.15.1 The Employer recognizes its obligation to provide a secure environment for employees in accordance with the Employer's Safe Schools Policy, obligations of Health and Safety as set out in the Occupational Health and Safety Act, Asbestos program, Workplace Violence Policy, requirements for Personal Protective Equipment, process for Work Refusals and prevention of reprisal.

PART LB – WAGES AND BENEFITS

LB.1.0 RATES OF PAY AND CLASSIFICATIONS AND JOB EVALUATION	
	(Note: See LB.1.2 for Market Adjustment Job Classifications)
	Non-Market Adjusted Job Rate

**Revised Grid following the Appeals to the Third Comprehensive - CUPE 1734 Joint Evaluation Process
Effective September 1, 2022 - (\$1.00 per hour Increase per Collective Agreement)**

Non-Market Adjusted Job Rates

Classification	Effective September 1, 2022			
	Step 1	Step 2	Step 3	Step 4
Band 1 (330-379)	21.34	21.79	22.25	22.70
Booking Office Operator*				
Band 2 (380-429)	24.91	25.35	25.81	26.26
Administrative Support - Media Resources				
Administrative Support - Office Services				
Operations Assistant - Summer Institute				
Receptionist				
Band 3 (430-479) Original Band	25.02	25.47	25.93	26.37
Administrative Support - Night School				
A.V. Assistant *				
Educational Assistant - Summer Learning				
Hardware Operator*				
Summer Institute Secretary*				
Warehouse Person*				
Band 3 (430-479) Proportional Value Method Band				
Administrative Support - Summer School	25.18	25.64	26.11	26.54
Service Desk Operator (Formerly Help Desk Operator)	25.78	26.23	26.70	27.13
Learning, Design and Development Media Assistant	25.18	25.64	26.11	26.54
Media Specialist 1	25.02	25.47	25.93	26.37
Band 4 (480-529)	25.40	25.87	26.30	26.77
Administrative Support 2				
Athletic Administrative Assistant				
Computer Lab Assistant*				
Courseware Specialist				
Digital Operator				
Offset Operator				
Outdoor Education Assistant*				
Program Assistant				
PT/OT Assistant				
Records Management Assistant (Formerly Records Management Clerk)				

Swim Assistant*				
Band 5 (530-579)	26.66	27.11	27.55	28.03
Accounting Support, CIES				
Administrative Assistant - Night School				
Administrative Support 2 - Student Services				
Administrative Assistant - Summer School				
Assistant Liaison Officer*				
Hearing Assistive Technology Technician (Formerly FM Technician)				
Project Scheduler*				
School Administrative Support A & B				
Special Education Assistant				
Band 6 (580-629)	28.59	29.04	29.49	29.96
Accounting Representative				
Administrative Support 3				
Assistant Buyer				
Assistant for the Deaf and Hard of Hearing				
Assistant for Sign Language Support				
A.V. Technician				
Computer Operator				
Food & Nutrition Manager				
Hardware Service Desk Technician				
Library Automation Technician				
Library Technician				
Media Specialist 2				
Offset Operator 2				
Oral Interpreter*				
Project Developer, School Resource Development and Implementation				
Band 7 (630-679) Original Band	28.98	29.43	29.87	30.35
Band 7 (630-679) Proportional Value Method Band				
Administrative Assistant - Continuing Education Services	28.98	29.43	29.87	30.35
Assistant Secondary Administrative Support	28.98	29.43	29.87	30.35
Developmental Support Worker (Formerly Assistant for the Developmentally Handicapped)	28.98	29.43	29.87	30.35
Library Services Team Lead	28.98	29.43	29.87	30.35
Outdoor Education Specialist	29.01	29.46	29.90	30.38
Payroll Representative	29.01	29.46	29.90	30.38
Band 8 (680-729)	30.09	30.56	31.00	31.48
Child and Youth Care Worker (Formerly Child and Youth Worker)				
Designated Early Childhood Educators (DECE)				
Elementary Office Administrative Assistant				
Graphic Artist				

Hardware Assistant*				
Media Specialist 3				
Performance Plus - Child and Youth Care Worker				
Plant Technician Architectural/Engineering				

Band 9 (730-779) Grandparented Band	38.09	38.53	39.00	39.46
Secondary Office Administrative Assistant - hired prior to June 30, 2010				
Band 9 (730-779)	31.94	32.42	32.86	33.31
Secondary Office Administrative Assistant - hired on or after June 30, 2010				
Computer Resource Assistant*				
Health Assistant				
Field Technology Analyst (Formerly Technology Support Technician)				
Regional Early Childhood Facilitator				
Band 10 (780-829)	34.17	34.64	35.05	35.50
Intervention Support Worker				
Lead Field Technology Analyst				
Senior Videographer				

*** No incumbent - not evaluated**

Bilingual Secretary	B.1.1.6	Applicable rate plus \$.38 per hour.
Forklift	B.1.1.7	Applicable rate plus \$.21 per hour.
Special Education Assistant	E.4.3	Applicable rate plus \$.80 per hour.
CUPE 1734 President	C.2.3.1	Applicable rate plus \$3.33 per hour.

Market Adjusted Job Rates

Classification	Effective September 1, 2022			
	Step 1	Step 2	Step 3	Step 4
Band 5 (530-579) Access Notetaker	31.42	31.84	32.32	32.78
Band 7 (630-679) School Brailist Communicative Disorder Assistant	31.42	31.84	32.32	32.78
Band 7 (630-679) Buyer	35.02	35.47	35.94	36.38
Band 8 (680-729) Senior Application Support Analyst	37.39	37.83	38.31	38.77
Band 8 (680-729) Enterprise Support Analyst Desktop Support Technician	35.02	35.47	35.94	36.38

Band 8 (680-729) Central Brailist Sign Interpreter	35.96	36.41	36.87	37.31
Band 9 (730-779) Intervenor for Students with Deaf blindness	32.54	32.99	33.45	33.91
Band 9 (730-779) System Analyst (IT Integration Analyst (Formerly Network Analyst))	35.02	35.47	35.94	36.38
Band 9 (730-779) Sr. Desktop Support Technician*	39.45	39.88	40.35	40.80
Band 9 (730-779) Programmer Analyst	41.38	41.83	42.25	42.73
Band 11 (830-879) Sr. System Analyst	39.45	39.88	40.35	40.80

Revised Grid following the Appeals to the Third Comprehensive - CUPE 1734 Joint Evaluation Process
Effective September 1, 2023 - (\$1.00 per hour Increase per Collective Agreement)

Non-Market Adjusted Job Rates

Classification	Effective September 1, 2023			
	Step 1	Step 2	Step 3	Step 4
Band 1 (330-379)	22.34	22.79	23.25	23.70
Booking Office Operator*				
Band 2 (380-429)	25.91	26.35	26.81	27.26
Administrative Support - Media Resources				
Administrative Support - Office Services				
Operations Assistant - Summer Institute				
Receptionist				
Band 3 (430-479) Original Band	26.02	26.47	26.93	27.37
Administrative Support - Night School				
A.V. Assistant *				
Educational Assistant - Summer Learning				
Hardware Operator*				
Summer Institute Secretary*				
Warehouse Person*				
Band 3 (430-479) Proportional Value Method Band				
Administrative Support - Summer School	26.18	26.64	27.11	27.54
Service Desk Operator (Formerly Help Desk Operator)	26.78	27.23	27.70	28.13
Learning, Design and Development Media Assistant	26.18	26.64	27.11	27.54
Media Specialist 1	26.02	26.47	26.93	27.37

Band 4 (480-529)	26.40	26.87	27.30	27.77
Administrative Support 2				
Athletic Administrative Assistant				
Computer Lab Assistant*				
Courseware Specialist				
Digital Operator				
Offset Operator				
Outdoor Education Assistant*				
Program Assistant				
PT/OT Assistant				
Records Management Assistant (Formerly Records Management Clerk)				
Swim Assistant*				
Band 5 (530-579)	27.66	28.11	28.55	29.03
Accounting Support, CIES				
Administrative Assistant - Night School				
Administrative Support 2 - Student Services				
Administrative Assistant - Summer School				
Assistant Liaison Officer*				
Hearing Assistive Technology Technician (Formerly FM Technician)				
Project Scheduler*				
School Administrative Support A & B				
Special Education Assistant				
Band 6 (580-629)	29.59	30.04	30.49	30.96
Accounting Representative				
Administrative Support 3				
Assistant Buyer				
Assistant for the Deaf and Hard of Hearing				
Assistant for Sign Language Support				
A.V. Technician				
Computer Operator				
Food & Nutrition Manager				
Hardware Service Desk Technician				
Library Automation Technician				
Library Technician				
Media Specialist 2				
Offset Operator 2				
Oral Interpreter*				
Project Developer, School Resource Development and Implementation				
Band 7 (630-679) Original Band	29.98	30.43	30.87	31.35
Band 7 (630-679) Proportional Value Method Band				
Administrative Assistant - Continuing Education Svs	29.98	30.43	30.87	31.35
Assistant Secondary Administrative Support	29.98	30.43	30.87	31.35

Developmental Support Worker (Formerly Assistant for the Developmentally Handicapped)	29.98	30.43	30.87	31.35
Library Services Team Lead	29.98	30.43	30.87	31.35
Outdoor Education Specialist	30.01	30.46	30.90	31.38
Payroll Representative	30.01	30.46	30.90	31.38
Band 8 (680-729)	31.09	31.56	32.00	32.48
Child and Youth Care Worker (Formerly Child and Youth Worker)				
Designated Early Childhood Educators (DECE)				
Elementary Office Administrative Assistant				
Graphic Artist				
Hardware Assistant*				
Media Specialist 3				
Performance Plus - Child and Youth Care Worker				
Plant Technician Architectural/Engineering				
Band 9 (730-779) Grandparented Band	39.09	39.53	40.00	40.46
Secondary Office Administrative Asst - hired prior to June 30, 2010				
Band 9 (730-779)	32.94	33.42	33.86	34.31
Secondary Office Administrative Assistant - hired on or after June 30, 2010				
Computer Resource Assistant*				
Health Assistant				
Field Technology Analyst (Formerly Technology Support Technician)				
Regional Early Childhood Facilitator				
Band 10 (780-829)	35.17	35.64	36.05	36.50
Intervention Support Worker				
Lead Field Technology Analyst				
Senior Videographer				

*** No incumbent - not evaluated**

Bilingual Secretary	B.1.1.6	Applicable rate plus \$.38 per hour.
Forklift	B.1.1.7	Applicable rate plus \$.21 per hour.
Special Education Assistant	E.4.3	Applicable rate plus \$.80 per hour.
CUPE 1734 President	C.2.3.1	Applicable rate plus \$3.33 per hour.

Market Adjusted Job Rates

Classification	Effective September 1, 2023			
	Step 1	Step 2	Step 3	Step 4
Band 5 (530-579) Access Notetaker	32.42	32.84	33.32	33.78
Band 7 (630-679) School Brailist Communicative Disorder Assistant	32.42	32.84	33.32	33.78
Band 7 (630-679) Buyer	36.02	36.47	36.94	37.38
Band 8 (680-729) Senior Application Support Analyst	38.39	38.83	39.31	39.77
Band 8 (680-729) Enterprise Support Analyst Desktop Support Technician	36.02	36.47	36.94	37.38
Band 8 (680-729) Central Brailist Sign Interpreter	36.96	37.41	37.87	38.31
Band 9 (730-779) Intervenor for Students with Deafblindness	33.54	33.99	34.45	34.91
Band 9 (730-779) System Analyst (IT Integration Analyst (Formerly Network Analyst))	36.02	36.47	36.94	37.38
Band 9 (730-779) Sr. Desktop Support Technician*	40.45	40.88	41.35	41.80
Band 9 (730-779) Programmer Analyst	42.38	42.83	43.25	43.73
Band 11 (830-879) Sr. System Analyst	40.45	40.88	41.35	41.80

**Revised Grid following the Appeals to the Third Comprehensive - CUPE 1734 Joint Evaluation Process
Effective September 1, 2024 - (\$1.00 per hour Increase per Collective Agreement)**

Non-Market Adjusted Job Rates

Classification	Effective September 1, 2024			
	Step 1	Step 2	Step 3	Step 4
Band 1 (330-379)	23.34	23.79	24.25	24.70
Booking Office Operator*				
Band 2 (380-429) SUP-022	26.91	27.35	27.81	28.26
Administrative Support - Media Resources				
Administrative Support - Office Services				
Operations Assistant - Summer Institute				
Receptionist				

Band 3 (430-479) Original Band SUP-023	27.02	27.47	27.93	28.37
Administrative Support - Night School				
A.V. Assistant *				
Educational Assistant - Summer Learning				
Hardware Operator*				
Summer Institute Secretary*				
Warehouse Person*				
Band 3 (430-479) Proportional Value Method Band				
Administrative Support - Summer School SUP-023B	27.18	27.64	28.11	28.54
Service Desk Operator (Formerly Help Desk Operator) SUP-023C	27.78	28.23	28.70	29.13
Learning, Design and Development Media Assistant SUP-023B	27.18	27.64	28.11	28.54
Media Specialist 1 SUP-023A	27.02	27.47	27.93	28.37
Band 4 (480-529) SUP-024	27.40	27.87	28.30	28.77
Administrative Support 2				
Athletic Administrative Assistant				
Computer Lab Assistant*				
Courseware Specialist				
Digital Operator				
Offset Operator				
Outdoor Education Assistant*				
Program Assistant				
PT/OT Assistant				
Records Management Assistant (Formerly Records Management Clerk)				
Swim Assistant*				
Band 5 (530-579) SUP-025	28.66	29.11	29.55	30.03
Accounting Support, CIES				
Administrative Assistant - Night School				
Administrative Support 2 - Student Services				
Administrative Assistant - Summer School				
Assistant Liaison Officer*				
Hearing Assistive Technology Technician (Formerly FM Technician)				
Project Scheduler*				
School Administrative Support A & B				
Special Education Assistant				
Band 6 (580-629) SUP-026	30.59	31.04	31.49	31.96
Accounting Representative				
Administrative Support 3				
Assistant Buyer				
Assistant for the Deaf and Hard of Hearing				
Assistant for Sign Language Support				
A.V. Technician				

Computer Operator				
Food & Nutrition Manager				
Hardware Service Desk Technician				
Library Automation Technician				
Library Technician				
Media Specialist 2				
Offset Operator 2				
Oral Interpreter*				

Project Developer, School Resource Development and Implementation				
Band 7 (630-679) Original Band SUP-027	30.98	31.43	31.87	32.35
Band 7 (630-679) Proportional Value Method Band				
Administrative Assistant - Continuing Education Services SUP-027E	30.98	31.43	31.87	32.35
Assistant Secondary Administrative Support	30.98	31.43	31.87	32.35
Developmental Support Worker SUP-027F (Formerly Assistant for the Developmentally Handicapped)	30.98	31.43	31.87	32.35
Library Services Team Lead	30.98	31.43	31.87	32.35
Outdoor Education Specialist SUP-027G	31.01	31.46	31.90	32.38
Payroll Representative SUP-027G	31.01	31.46	31.90	32.38
Band 8 (680-729) SUP-028	32.09	32.56	33.00	33.48
Child and Youth Care Worker (Formerly Child and Youth Worker)				
Designated Early Childhood Educators (DECE)				
Elementary Office Administrative Assistant				
Graphic Artist				
Hardware Assistant*				
Media Specialist 3				
Performance Plus - Child and Youth Care Worker				
Plant Technician Architectural/Engineering				
Band 9 (730-779) Grandparented Band SUP-029	40.09	40.53	41.00	41.46
Secondary Office Administrative Assistant - hired prior to June 30, 2010				
Band 9 (730-779) SUP-029B	33.94	34.42	34.86	35.31
Secondary Office Administrative Assistant - hired on or after June 30, 2010				
Computer Resource Assistant*				
Health Assistant				
Field Technology Analyst (Formerly Technology Support Technician)				
Regional Early Childhood Facilitator				
Band 10 (780-829) SUP-0210	36.17	36.64	37.05	37.50
Intervention Support Worker				
Lead Field Technology Analyst				
Senior Videographer				

*** No incumbent - not evaluated**

Bilingual Secretary	B.1.1.6	Applicable rate plus \$.38 per hour.
Forklift	B.1.1.7	Applicable rate plus \$.21 per hour.
Special Education Assistant	E.4.3	Applicable rate plus \$.80 per hour.
CUPE 1734 President	C.2.3.1	Applicable rate plus \$3.33 per hour.

Market Adjusted Job Rates

Classification	Effective September 1, 2024			
	Step 1	Step 2	Step 3	Step 4
Band 5 (530-579) SUP-026A Access Notetaker	33.42	33.84	34.32	34.78
Band 7 (630-679) SUP-027H School Brailist Communicative Disorder Assistant	33.42	33.84	34.32	34.78
Band 7 (630-679) SUP-027B Buyer	37.02	37.47	37.94	38.38
Band 8 (680-729) SUP-027D Senior Application Support Analyst	39.39	39.83	40.31	40.77
Band 8 (680-729) SUP-027B Enterprise Support Analyst Desktop Support Technician	37.02	37.47	37.94	38.38
Band 8 (680-729) SUP-027C Central Brailist Sign Interpreter	37.96	38.41	38.87	39.31
Band 9 (730-779) SUP-027A Intervenor for Students with Deafblindness	34.54	34.99	35.45	35.91
Band 9 (730-779) SUP-028A System Analyst (IT Integration Analyst (Formerly Network Analyst))	37.02	37.47	37.94	38.38
Band 9 (730-779) SUP-049A Sr. Desktop Support Technician*	41.45	41.88	42.35	42.80
Band 9 (730-779) SUP-028B Programmer Analyst	43.38	43.83	44.25	44.73
Band 11 (830-879) SUP-0211 Sr. System Analyst	41.45	41.88	42.35	42.80

**Revised Grid following the Appeals to the Third Comprehensive CUPE 1734 Joint Evaluation Process
Effective September 1, 2025 - (\$1.00 per hour Increase per Collective Agreement)**

Non-Market Adjusted Job Rates

Classification	Effective September 1, 2025			
	Step 1	Step 2	Step 3	Step 4
Band 1 (330-379)	24.34	24.79	25.25	25.70
Booking Office Operator*				
Band 2 (380-429)	27.91	28.35	28.81	29.26
Administrative Support - Media Resources				
Administrative Support - Office Services				
Operations Assistant - Summer Institute				
Receptionist				

Band 3 (430-479) Original Band	28.02	28.47	28.93	29.37
Administrative Support - Night School				
A.V. Assistant *				
Educational Assistant - Summer Learning				
Hardware Operator*				
Summer Institute Secretary*				
Warehouse Person*				
Band 3 (430-479) Proportional Value Method Band				
Administrative Support - Summer School	28.18	28.64	29.11	29.54
Service Desk Operator (Formerly Help Desk Operator)	28.78	29.23	29.70	30.13
Learning, Design and Development Media Assistant	28.18	28.64	29.11	29.54
Media Specialist 1	28.02	28.47	28.93	29.37
Band 4 (480-529)	28.40	28.87	29.30	29.77
Administrative Support 2				
Athletic Administrative Assistant				
Computer Lab Assistant*				
Courseware Specialist				
Digital Operator				
Offset Operator				
Outdoor Education Assistant*				
Program Assistant				
PT/OT Assistant				
Records Management Assistant (Formerly Records Management Clerk)				
Swim Assistant*				
Band 5 (530-579)	29.66	30.11	30.55	31.03
Accounting Support, CIES				
Administrative Assistant - Night School				
Administrative Support 2 - Student Services				
Administrative Assistant - Summer School				
Assistant Liaison Officer*				
Hearing Assistive Technology Technician (Formerly FM Technician)				
Project Scheduler*				
School Administrative Support A & B				
Special Education Assistant				
Band 6 (580-629)	31.59	32.04	32.49	32.96
Accounting Representative				
Administrative Support 3				
Assistant Buyer				
Assistant for the Deaf and Hard of Hearing				
Assistant for Sign Language Support				
A.V. Technician				
Computer Operator				

Food & Nutrition Manager				
Hardware Service Desk Technician				
Library Automation Technician				
Library Technician				
Media Specialist 2				
Offset Operator 2				
Oral Interpreter*				
Project Developer, School Resource Development and Implementation				
Band 7 (630-679) Original Band	31.98	32.43	32.87	33.35
Band 7 (630-679) Proportional Value Method Band				
Administrative Assistant - Continuing Education Services	31.98	32.43	32.87	33.35
Assistant Secondary Administrative Support	31.98	32.43	32.87	33.35
Developmental Support Worker (Formerly Assistant for the Developmentally Handicapped)	31.98	32.43	32.87	33.35
Library Services Team Lead	31.98	32.43	32.87	33.35
Outdoor Education Specialist	32.01	32.46	32.90	33.38
Payroll Representative	32.01	32.46	32.90	33.38
Band 8 (680-729)	33.09	33.56	34.00	34.48
Child and Youth Care Worker (Formerly Child and Youth Worker)				
Designated Early Childhood Educators (DECE)				
Elementary Office Administrative Assistant				
Graphic Artist				
Hardware Assistant*				
Media Specialist 3				
Performance Plus - Child and Youth Care Worker				
Plant Technician Architectural/Engineering				
Band 9 (730-779) Grandparented Band	41.09	41.53	42.00	42.46
Secondary Office Administrative Assistant - hired prior to June 30, 2010				
Band 9 (730-779)	34.94	35.42	35.86	36.31
Secondary Office Administrative Assistant - hired on or after June 30, 2010				
Computer Resource Assistant*				
Health Assistant				
Field Technology Analyst (Formerly Technology Support Technician)				
Regional Early Childhood Facilitator				
Band 10 (780-829)	37.17	37.64	38.05	38.50
Intervention Support Worker				
Lead Field Technology Analyst				
Senior Videographer				

* No incumbent - not evaluated

Bilingual Secretary	B.1.1.6	Applicable rate plus \$.38 per hour.
Forklift	B.1.1.7	Applicable rate plus \$.21 per hour.
Special Education Assistant	E.4.3	Applicable rate plus \$.80 per hour.
CUPE 1734 President	C.2.3.1	Applicable rate plus \$3.33 per hour.

Market Adjusted Job Rates

Classification	Effective September 1, 2025			
	Step 1	Step 2	Step 3	Step 4
Band 5 (530-579) Access Notetaker	34.42	34.84	35.32	35.78
Band 7 (630-679) School Brailist Communicative Disorder Assistant	34.42	34.84	35.32	35.78
Band 7 (630-679) Buyer	38.02	38.47	38.94	39.38
Band 8 (680-729) Senior Application Support Analyst	40.39	40.83	41.31	41.77
Band 8 (680-729) Enterprise Support Analyst Desktop Support Technician	38.02	38.47	38.94	39.38
Band 8 (680-729) Central Brailist Sign Interpreter	38.96	39.41	39.87	40.31
Band 9 (730-779) Intervenor for Students with Deaf blindness	35.54	35.99	36.45	36.91
Band 9 (730-779) System Analyst (IT Integration Analyst (Formerly Network Analyst))	38.02	38.47	38.94	39.38
Band 9 (730-779) Sr. Desktop Support Technician*	42.45	42.88	43.35	43.80
Band 9 (730-779) Programmer Analyst	44.38	44.83	45.25	45.73
Band 11 (830-879) Sr. System Analyst	42.45	42.88	43.35	43.80

SHIFT PREMIUMS – CUPE 1734

B.3.1

Shift Premium

Effective Date	Rate per Hour
September 1, 2009	\$0.57
September 1, 2010	\$0.58
September 1, 2011	\$0.60
September 1, 2019 (+ 0.75% Bill 124)	\$0.61
September 1, 2020 (+ 0.75% Bill 124)	\$0.62
September 1, 2021 (+ 2.75% Bill 124)	\$0.64
September 1, 2022	\$0.64
September 1, 2023	\$0.64
September 1, 2024	\$0.64
September 1, 2025	\$0.64

LB.1.0 JOINT JOB EVALUATION

LB.1.1 The Union and the Employer have an established joint job evaluation process which includes Pay Equity as one of its components. The job evaluation system used is gender neutral.

The Parties agree to create a Joint Job Evaluation Committee (JJE) consisting of three (3) Union members selected by the Union and three (3) members of management selected by the Employer.

The mandate of the committee is to:

1. Review the administration of the current job evaluation process;
2. Establish and review the process for requesting a market value review on a job(s).

When a request for a market value review comes to the Job Evaluation Committee (JJE) as per the Position Description Questionnaire (PDQ) portion of the JJE process, the JJE committee may recommend which position(s) require a market value review. If the JJE committee cannot agree upon which positions require market value or not, the dispute shall be addressed through the JJE dispute resolution as per the JJE terms of reference.

- LB.1.2 The Employer and the Union agree that the following job classifications listed below may be given consideration for a “market adjustment”. The Employer agrees to provide the Union with a verifiable market scan prior to the expiration of this agreement and whenever a “market adjustment” is to be given consideration for any position not included below:

Enterprise Support Analyst
Senior Enterprise Support Analyst
Desktop Support Technician
Senior Desktop Support Technician
System Analyst
Senior System Analyst
Programmer Analyst
Buyer
Central Brailist
School Brailist
Sign Interpreter
Deafblind Intervener
Access Notetaker
Communicative Disorder Assistant

LB.1.3 METHOD OF PAYMENT FOR INCREMENTAL PURPOSES AND RATE INCREASES

- LB.1.3.1 All employees hired after January 1, 1987, will be placed on the appropriate grid step in LB.1.0.
- LB.1.3.2 For employees under LB.1.3.1 the anniversary date for incremental purposes will be the start date.
- LB.1.3.3 For all employees the effective date for rate increase only will be January 1.
- LB.2.1 A Bilingual Secretary, where required, will receive a premium as set out in LB.1.0.
- LB.2.2 An employee who operates a forklift on a regular basis shall receive the forklift operator premium as set out in LB.1.0 if they have successfully completed specialized training as required by the Ministry of Labour.
- LB.2.3 An employee assigned, promoted or reclassified to a higher paying position shall be placed in an experience grade in the new classification which is at least higher by an increment than the previous rate up to the maximum of the new classification.
- LB.2.4 An employee assigned or reclassified through Disability Management or layoff/surplus to a lower paying position shall be placed in an experience grade in

the new classification which is closest to the hourly rate of the previous classification.

LB.2.5 Wages shall be paid by deposit to the employee's personal bank account only at a chartered bank or trust company on an electronic network every second Thursday, unless otherwise agreed by the parties.

LB.2.6 When an employee is temporarily appointed in a higher paying classification for fifteen (15) days or more, they shall receive the rate for the classification for which they are temporarily substituting. Such payment shall be retroactive to the date they assumed the duties.

LB.2.7 The parties acknowledge that there are mutually agreed Terms of Reference (1996), or as they may be amended from time to time, dealing with job evaluation and pay equity.

LB.3.0 OVERTIME – (see C9.00 of the Central Agreement)

LB.3.1 Overtime for an employee who works full-time in a position shall be paid at a rate of

- a) one and one-half (1.5) times the regular rate of pay for work pre-authorized to be performed:
 - i) in excess of seven (7) hours per day; and/or
 - ii) on Saturday
- b) double times the Employee's straight time hourly rate for work pre-authorized to be performed on:
 - i) a paid holiday (as set out in LB.8.0) in addition to whatever holiday pay the employee may be entitled to; and/or
 - ii) on Sunday

LB.3.1.1 Overtime for an employee who works part-time in a position shall be paid at a rate of:

- a) the regular rate of pay for work pre-authorized to be performed up to seven (7) hours per day; and/or
- b) one and one-half (1.5) for any work pre-authorized to be performed:
 - i) in excess of seven (7) hours per day; and/or
 - ii) on Saturday and/or;
- c) double times the employee's straight time hourly rate for work pre-authorized to be performed on:
 - i) a paid holiday (as set out in LB.8.0) in addition to whatever holiday pay the employee may be entitled to; and/or
 - ii) on Sunday

LB.3.2 LIEU TIME

Subject to operational requirements and the approval of the Principal or non-bargaining unit Supervisor, employees shall have the option to receive time off in lieu of authorized overtime hours at the applicable overtime rate set out above. This option is to be determined prior to the employee working overtime and once the Supervisor/Principal and the employee have jointly agreed in writing to the compensation applicable it is not subject to change.

Such lieu time cannot exceed twenty-one (21) hours in a six (6) month period and shall be taken in the school year it is accumulated in.

The accumulated lieu time shall be taken at a time mutually agreed to by the employee and the Principal or non-bargaining unit Supervisor and shall not be unreasonably withheld.

Pre-authorization must be given by the Principal or non-bargaining unit Supervisor prior to performing overtime work.

LB.3.3 Overtime shall be distributed as equally as practicable among employees normally performing the work in question.

LB.3.4 Overtime shall be worked on a voluntary basis. However, the Employer, the employees and the Union acknowledge the necessity of overtime and the employees agree to work a reasonable amount of overtime.

LB.3.5 Employees shall not be required to lay off during regular hours to equalize any overtime worked.

LB.4.0 SHIFT WORK AND SHIFT PREMIUM

LB.4.1 In the event that the Employer institutes a second shift, which shall be defined as any shift when the majority of hours worked are after 5:00 p.m., the parties shall meet to negotiate shift conditions and an appropriate shift premium. Failing agreement, the matter may be resolved by the Arbitration Procedures established in this Agreement.

LB.4.2 For the term of this Agreement, should a shift term be introduced for any employee, the conditions as set out in LB.4.1 shall apply and such shift shall end no later than 11:00 p.m.

LB.5.0 CALL IN EMERGENCY WORK

- LB.5.1 An employee who has left work and is called back to work after completing their normal work day to perform an emergency assignment and/or is called in for emergency work on a Saturday or Sunday will be paid in accordance with LB.3.1. Such employee shall be eligible for travel allowance in accordance with Board policy.
- LB.5.2 Any full-time employee called in to work prior to the commencement of their normal workday shall be paid at the rate of time and one-half (1.5) for all time worked prior to the employee's normal starting time. Any such time shall not be included for the purposes of computing overtime pay as provided in Article LB.3.1.

LB.6.0 ON - CALL

- LB.6.1 For Information Services Employees, the Employer agrees to pay for one (1) hour in accordance with LB.3.1 each day the employee is requested to be on- call.

LB.7.0 INSURED EMPLOYEE BENEFITS – see C5.00 in Letter of Understanding #6 - Benefits of the Central Agreement.

- LB.7.1 **OMERS:**
The Employer shall maintain its present share of the premium cost of the Ontario Municipal Employees Retirement System Plan (OMERS) for all employees as outlined in LG.1.18, *Letter of Intent # 18– OMERS Definition of Contributory Earnings*.
- LB.7.2 **Ontario Health Insurance (OHIP):**
If a hospital insurance plan requiring premiums is reintroduced, the Employer will pay 100% of the premium cost of the plan for its full-time employees unless otherwise specified in this Agreement.
- LB.7.3 **Semi-Private:** - see C.5.0.0, LOU #6
- LB.7.4 **Extended Health Care:** - see C.5.0.0, LOU #6
- LB.7.5 **Dental Plan:** - see C.5.0.0, LOU #6
- LB.7.6 **Group Insurance:** - see C.5.0.0

LB.7.7 It is a condition of employment that a member participates in a Long-Term Disability program. Employees pay 100% of the premium cost.

LB.7.7.1 **Change of Carrier:** - see C.5.0.0.

LB.7.7.2 The Employer will consult with CUPE 1734 in matters pertaining to the operation and maintenance of the Disability Management Program.

Where it is determined by the Employer that a WSIB or Disability Management meeting is required it is understood that members of CUPE Local 1734 have the right to Union representation.

LB.7.8 **Liability Insurance**

The Employer confirms that it maintains liability insurance to cover employees in the performance of duties and responsibilities as directed by their supervisor and/or as outlined in their job description and Board Policies and Procedures.

LB.8.0 PAID HOLIDAYS

LB.8.1 The following shall be recognized as paid holidays and will be paid for at the employee's regular rate of pay. When any of the following holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday or the preceding Friday shall be deemed to be a holiday for the purpose of this Agreement, subject to the right of the Employer to schedule it.

During the first thirty (30) days of employment, a new employee will qualify for a paid holiday as stipulated in the *Ontario Employment Standards Act*.

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

LB.8.2 Two (2) float holidays per year shall be observed at a time mutually agreed upon between the Principal/non-bargaining unit Supervisor and the employee, no request shall be unreasonably denied. All denials shall be in writing to the

employee and shall include a reason for the denial. Once approved, the Employer shall not cancel the float day(s) unless mutually agreed upon between the employee and the Principal/non bargaining unit Supervisor. A new employee must have passed their probationary period to receive float days. New employees hired on or after June 1st will only be entitled to one (1) float day in the calendar year in which they are hired.

- LB.8.2.1 All float holidays must be used within the calendar year of January 1 to December 31.
- LB.8.3 Civic Holiday shall be celebrated on such day as designated by the Employer.
- LB.8.4 Part-time employees shall be paid for the holidays listed in LB.8.1 at their regular daily rate.
- LB.8.5 An employee will be paid for a holiday provided that they:
 - a) works their last full scheduled day before and their first full scheduled day after such holiday and works on such holiday if they are scheduled to work, unless they make some other arrangement satisfactory to the Employer;
 - b) is on the active payroll of the Employer and not on a leave of absence, Workplace Safety & Insurance Board or lay-off;
 - c) is absent on one or both of the days due to personal illness, provided, however, that the Employer may require the employee to provide a satisfactory medical certificate.
- LB.8.6 If any of the holidays listed in LB.8.1 are observed during an employee's vacation, the holiday shall be recorded as a holiday and not as a vacation day for the Employee.
- LB.8.7 Employees who are required to work on a paid holiday shall be paid in accordance with the rates set out in LB.3.0.

LB.9.0 VACATION AND VACATION PAY

- LB.9.1 Effective September 1, 2010 a full-time employee who has completed continuous service with the Employer shall receive vacation with pay in accordance with the chart below.

Length of Continuous Service as of June 30 th in each year	Length of Vacation Entitlement with Pay per Year
Less than 1 year	1.25 days for each month of service
1 year but less than 9 years	3 weeks vacation (15 days)
9 years but less than 18 years	4 weeks vacation (20 days)
18 years or more	5 weeks vacation (25 days)

- LB.9.1.1 Vacation is an accrued benefit, which is earned in the vacation year prior to the year in which vacation is taken. Employees who are absent from work without pay will not have earned their full vacation entitlement. This will be calculated as follows:

of days absent w/o pay x vacation entitlement = # of days not earned for vacation purposes 260

- LB.9.2 Vacation pay will be paid bi-weekly on the employees' regular pay date. Employees will be laid off and issued records of employment for Winter break, March break and the summer period and any other Employer designated school breaks that are five (5) consecutive workdays or greater.

- LB.9.3 Vacation pay for employees who work less than 12 months per year shall be calculated as follows:

Length of Continuous Service as of June 30 th in each year	Vacation Pay Entitlement (as a percentage of gross earnings)
Less than 9 years	6%
9 years but less than 18 years	8%
18 years or more	10%

LB.9.4 In the event of an employee's services terminated for any reason prior to June 30th in any year, they shall be paid any vacation pay to which they are entitled at the time of their termination in the appropriate pro-rated amount. Should an employee die, their estate shall be credited with the value of vacation pay owing them.

LB.9.5 Requests for vacation scheduling shall be subject to approval by the Employer. Vacation requests shall not be unreasonably denied.

Twelve (12) month school based staff shall normally take vacations during school vacation periods. Vacations may be taken at other times subject to the discretion of the Principal.

All other twelve (12) month staff shall not have designated vacation periods.

LB.9.5.1 Where two (2) or more employees in the same work location or department request vacation at the same time, and such requests cannot all be approved due to staffing requirements at such work location or department, then seniority shall be the deciding factor to determine which employee(s) shall be granted the vacation time as requested.

LB.9.6 For the purposes of computing qualifications for vacation with pay, the service rendered by an employee to a predecessor Board of Education which has been amalgamated or merged with the Employer shall be counted.

LB.9.7 Sick leave may be substituted for vacation where an employee can substantiate by means of a medical certificate that they were incapacitated for five (5) consecutive working days or more during this vacation period. Under these circumstances, the time for future vacation, which is given to the employee, shall be deducted from the employee's sick leave bank.

LB.9.8. An employee may request to carry over one (1) week of vacation entitlement from one (1) year to the next. Such carry over must be used the following year.

LB.9.8.1 Under exceptional circumstances, and not more than once every three (3) years and subject to operational needs, an employee may request in writing that one additional week of vacation (in addition to the provision in LB.9.8 above) be carried over into the following year. In the event that a request is denied, the Employer will provide a written rationale. If granted, the carryover week must be used within that year.

LB.10.0 MILEAGE ALLOWANCE

LB.10.1 If an employee is asked and agrees to operate their own vehicle when engaged in Employer business, they shall be entitled to the prevailing mileage

allowance according to Board policy.

- LB.10.2 Employees shall receive reimbursement for mileage within thirty (30) days of the approved employee expense reimbursement form being received in Accounting, subject to applicable Board Policies and Procedures.

LB.11.0 MEAL ALLOWANCE

- LB.11.1 When an employee is required to work three (3) hours or more beyond the end of their regularly scheduled workday or is called into work three (3) hours or more prior to the commencement of their regularly scheduled shift, they shall be paid a meal allowance as per Board Policy and Procedures provided that the employee completes their entire regular workday.

LB.12.0 SICK LEAVE AND RETIREMENT BENEFITS – see C6.00, Appendix B and Letter of Understanding #2 of the central agreement.

- LB.12.1 An employee must inform their Supervisor of an absence prior to the absence, giving reason for the absence and the expected duration of the absence.

- LB.12.2 Under normal circumstances no medical certificate shall be required for an absence up to five (5) consecutive working days. However, for employees who may have repeated absences from work that are charged to sick leave, the Employer may require a medical certificate for any and/or all further absences. Requests must be made in writing. – see C6.00 (h)

- LB.12.3 **SHORT TERM PAID LEAVE** - see Letter of Understanding #2 – Short Term Paid Leaves of the Central Agreement

An employee shall be eligible for up to five (5) days per school year in total paid leave in conjunction with the individual limits for any combination of the following:

- a) one (1) day for absence due to writing examinations approved by the Employer (maximum 1 day per exam);
- b) one (1) day for absence due to the moving of an employee's prime residence [situations of family break-up will be covered] (maximum 1 day per year);
- c) three (3) days where absence is necessary due to the severe illness of a parent, spouse, or child (maximum 3 days per year);
- d) one (1) day for attending a funeral;
- e) convocation from a post-secondary institution of employee, spouse, or child but a maximum of 1 day per occasion;

- f) five (5) paternity days for the birth or adoption of the employee's child
- g) up to five (5) days for Indigenous employees for the purposes of:
 - Voting in elections as indicated by self-governing Indigenous authority where the employee's working hours do not otherwise provide three (3) consecutive hours free from work and/or
 - attendance at Indigenous cultural/ceremonial event.
- h) Observance of a Faith Day where the tenets of the employee's religion requires the employee to be absent from work, maximum two (2) days with no charge to short term paid leave.
- i) For the purposes of a Faith Day for a sincerely held religious belief, there shall be no deduction from pay for absences of an additional three (3) days, but an employee absent from duty for these additional days, shall have three (3) days charged to the employee's sick leave account.

LB.12.4 The short term paid leave account of any employee shall not be charged due to absences for the following reasons:

- a. jury duty as provided in LC.4.0 of this Collective Agreement;
- b. quarantine, provided the employee is not the person who is ill;
- c. attendance at conferences and conventions approved by the Employer;
- d. exceptional circumstances as determined by the Employer, specifically the Superintendent responsible for Human Resource Services shall make the determination.

LB.12.5 For absences due to injuries covered by Workplace Safety & Insurance Board, the Employer shall pay full salary the WSIB top up shall not continue past four (4) years and six (6) months. Payments by the Workplace Safety & Insurance Board shall be paid directly to the York Region District School Board. – see C6.00 (f) and Letter of Understanding #2 – WSIB top up.

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.

- LB.12.6 Once each year, not later than the last day of December, each employee shall be given a statement notifying them of their sick leave position. - see C6.00 (i) of the Central Agreement

LB.13.0 RETROACTIVE SALARY

- LB.13.1 In the event that ratification of a new agreement occurs after the expiration of the term of this Agreement, then retroactive salary payment shall be made to all employees on staff as of the date of ratification and to employees who have retired between the expiry date of the contract and the ratification date and to the estate of any employee who has died between the said dates, in all cases calculated on the time worked by the employee between the said dates.

LB.14.0 EDUCATIONAL TRUST FUND

- LB.14.1 The Employer agrees to provide an Educational Trust Fund for the purpose of upgrading the qualifications of employees. The fund will be used to assist employees taking accredited courses, which may prove beneficial to the Employer.

Accreditation of a course and the amount of assistance to be provided for each employee shall be determined by the Union/Management Committee. Effective the 2016/2017 and subsequent school years, the Employer will provide \$25,000.00 for the fund.

- LB.14.2 Notwithstanding the above, an employee cannot request any assistance from the Educational Trust Fund to assist with costs incurred in LB.15.0.
- LB.14.3 Upon successful completion by the employee of academic or technical courses and/or seminars, which are approved in advance by the Union–Management Committee, the employee shall be entitled to the prevailing reimbursement as per Board policy.

LB.15.0 NIGHT SCHOOL/CONTINUING EDUCATION CLASSES

- LB.15.1 After the minimum for a class requirement has been met, and there is a vacancy in any of the night school classes of Continuing Education classes operated by the York Region District School Board, an employee may register in any class, subject to any special requirements or prerequisites, without paying any course registration fee.

However, the employee shall be subject to payment at their own expense of any fees or financial costs.

LB.16.0 EMPLOYER SPONSORED COURSES

- LB.16.1 The parties agree that the Employer will post on the internal intranet site a list of Employer sponsored courses that CUPE Local 1734 members are able to access. The Employer will work jointly with the Labour Management Committee of Local 1734 to develop a list of possible workshops/courses that will be offered to employees.

LB.17.0 UNIFORMS

- LB.17.1 The Employer will provide all permanent warehouse and print shop employees with a uniform/safety footwear voucher equivalent to \$252.41. This provision is contingent upon the yearly purchase of safety footwear, unless the Employee and their Supervisor determine that a replacement is not yet required and excludes the purchase of outdoor wear/coats.
- LB.17.2 All employees will be responsible for the maintenance and cleaning of their uniforms and shall be properly dressed in uniform at all times when on duty.

PART LC - LEAVES

LC.1.0 LEAVES GENERAL

- LC.1.1 An employee may be granted a leave of absence without pay, without benefits and without loss of seniority up to sixty (60) calendar days if their written application is approved by the appropriate official of the Employer and is sent to the Human Resource Services at least fifteen (15) calendar days prior to the requested leave. Such request should show good and sufficient reason. The granting or the denial of any leave of absence and the reason for denial will be confirmed in writing to the Employee and the Union.
- LC.1.2 An employee must have accumulated at least one (1) year of seniority in order to qualify for a leave of absence as outlined in Article LC.1.1. The employee may apply in advance so long as the qualification would be met on or before the start of the leave.
- LC.1.3 An employee may be granted a leave of absence without pay, without benefits and without loss of seniority of greater than sixty (60) calendar days and up to but no longer than one (1) year if approved by the Director or their designate. An employee requesting leave under LC.1.3 shall make the request in writing to the Superintendent responsible for Human Resource Services or their designate at

least thirty (30) calendar days prior to the requested leave. Such request should show good and sufficient reason. The granting or denial of the leave of absence and the reason for the denial shall be confirmed in writing to the Employee and the Union.

LC.1.4 An employee must have accumulated at least two (2) years' seniority in order to qualify for a leave of absence as outlined in Article LC.1.3. The employee may apply in advance so long as the qualification would be met on or before the start of the leave.

LC.1.5 An employee granted a leave under LC.1.1 or LC.1.3 shall have their position guaranteed for one (1) calendar year provided the position continues to exist. If the position doesn't exist, the Employer will provide a position equal in pay and classification.

LC.2.0 LEAVES FOR UNION BUSINESS

LC.2.1 An employee on Full-Time Release (FTR) shall:

- not be re-classified to reflect their Union role but rather, will retain their employer Classification.
- not be restricted from promotions, transfers, or job postings due to being on release.
- be welcome to attend any trainings being held for their employer classification.
- continue to be eligible to move up on the wage grid and/or be included in any pay equity along with the employer classification to which they belong

LC.2.1.1 An employee who is elected or appointed for a full-time position with the Union will be granted a leave of absence without pay or loss of seniority for a period of up to one (1) year. Such leave may be extended by the Employer.

LC.2.1.2 Upon written request by the employee, they may maintain their insured employee benefit coverage provided that the full premium cost is paid by the employee.

LC.2.2 Upon written request by the Union given not less than ten (10) calendar days in advance to the Employer, the Employer will grant leave of absence without pay or loss of seniority to the employees named in such request to absent themselves to attend Union conventions or seminars or local business of the Local Union, limited, however, for each such event to not more than twelve (12)

employees and to time off of not more than one hundred and fifty (150) person days per Agreement year. It is understood that not more than one (1) employee shall be absent from the same work location or Employer office department at the same time. During such leave, the Employer shall pay to the employee their regular wages and benefits and bill the cost of such, less the Education Workers Benefits Trust (formerly the Employee Life and Health Trust) portion, to the Union for reimbursement within sixty (60) calendar days after expiration of such leave. No requests shall result in any one employee having an excessive amount of time off in a school year.

LC.2.3 The Employer agrees to pay the cost of wages at the final step of the highest paid job classification in the bargaining unit, plus benefits for the full-time release of one person designated by the Union as CUPE 1734 President.

LC.2.3.1 The President of CUPE 1734, Vice-President, Chief Steward, and the Released Union Officer shall receive a Union Executive Allowance as follows:

Effective September 1, 2021, the Union Executive Allowance shall be \$3.33 per hour.

The President's Union Executive Allowance shall be paid for by the Employer. The Vice-President, Chief Steward and the Released Union Executive Allowance shall be paid for by the Union.

LC.2.3.2 The position of President shall be a twelve (12) month position.

LC.2.3.3 An employee whose term as President, Chief Steward, Vice President and/or Released Union Officer ends shall have the right to return to the same position they held prior to holding the position of President, Chief Steward, Vice President and/or Released Union Officer of CUPE 1734. If, however, no position exists at the level the employee held prior to the leave, then the rate of that position will be paid for one (1) year. After that time, the employee will be paid at the rate of the position they hold. The employee displaced by the return of the former Union President, Chief Steward, Vice President and/or Released Union Officer shall be placed in accordance with the surplus practices of the Employer.

LC.2.3.4 The Employer agrees to the full-time release of one person designated by the Union as the CUPE Local Chief Steward on the condition that this release is seventy-five (75) per cent paid by the Employer and twenty-five (25) per cent paid by the Union. The Chief Steward shall receive the pay rate according to their classification.

LC.2.3.5 The Employer agrees to the full-time release of two (2) people designated by the Union to act as a Vice-President and a Released Union Officer on the

condition that the Union pays 100% wages and benefits for each of the full-time release people. These people shall receive the pay rate according to their classification.

LC.3.0 BEREAVEMENT LEAVE

- LC.3.1 An employee shall be granted three (3) regularly scheduled consecutive workdays' leave without loss of salary or wages or charge to sick leave in the event of the death of an employee's parent, spouse, sibling, child, mother-in-law or father-in-law, grandparent or grandchild, son-in-law or daughter-in-law.
- LC.3.2 A leave of one (1) day shall be granted for the purpose of attending a funeral, other than listed in LC.3.1. Such absence shall be deducted from Short Term Paid Leaves in accordance with LB.12.3.

LC.4.0 JURY AND/OR CROWN WITNESS DUTY

- LC.4.1 The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or crown witness in any court.
- LC.4.2 The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or as a crown witness, excluding payment for travelling, meals or other expenses.
- LC.4.3 The employee will present proof of service and attendance and the amount of pay received.

LC.5.0 PREGNANCY/PARENTAL LEAVE

For the purpose of implementing Articles LC.5.0, LC.6.0, LC.7.0, LC.8.0, July and August shall be deemed as months worked for ten (10) month employees.

- LC.5.1 "Pregnancy Leave" means leave of absence of seventeen (17) weeks or less without pay granted pursuant to the *Employment Standards Act, 2000*.
- LC.5.2 "Parental Leave" means leave of absence of thirty-five (35) weeks or less without pay if the employee took pregnancy leave and thirty-seven (37) weeks or less without pay if the employee did not take pregnancy leave, pursuant to the *Employment Standards Act, 2000*.
- LC.5.3 Pregnancy/Parental Leave will be granted pursuant to the *Employment Standards Act, 2000*.
- LC.5.4 Pursuant to the terms of the Act, an employee should notify their Principal or

immediate Supervisor as soon as possible of the pregnancy and arrange a suitable date for the commencement of the leave.

- LC.5.5 The employee shall not work, and the Employer shall not cause them to work or permit them to work until six weeks after the date of delivery or for such shorter period as in the written opinion of a legally qualified medical practitioner is sufficient.
- LC.5.6 An employee returning from a Pregnancy/ Parental Leave shall have their position guaranteed with the Employer, subject to other terms within this Agreement.
- LC.5.7 The Employer shall continue to pay its share of the employee's insured Employee Benefit Plans for the period of the Pregnancy/Parental Leave.
- LC.5.8 An employee returning from Pregnancy/Parental Leave shall receive experience for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period.
- LC.5.9 An employee on Pregnancy/Parental Leave shall not apply for payment from the Sick Leave Plan or Account, during the leave.
- LC.5.10 An employee returning from Pregnancy/Parental Leave shall have existing sick leave benefits and Retirement Gratuity Credits fully reinstated. – see C6, LOU #6, #2.
- LC.5.11 A position held by an employee going on Pregnancy/Parental Leave shall be filled in an acting capacity. Under this condition the Union agrees that Article LA.14.5 shall apply.

LC.6.0 SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN – see C12.00 and LOU #2

- LC.6.1 The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by employees from Services Canada, (formerly known as Human Resources Development Centre of Canada) for temporary unemployment caused by Pregnancy or Parental Leaves.
- LC.6.2 The waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable. The benefit level paid to an employee under this Plan is 100% of the approved E.I. benefits level. The combined weekly rate of the E.I. benefit and SEB payments will not exceed 95% of the employee's normal weekly earnings.
- LC.6.3 a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive *100% salary

through a Supplemental Employment Benefit (SEB) plan for a total of *eight (8) weeks immediately following the birth of their child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

- b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the Employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- e) Employees completing a long-term supply assignment of six (6) months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of their child, whichever is less.
- f) Employees not defined above have no entitlement to the benefits outlined in this article.

LC.7.0 INFANT CARE LEAVE – see C6, LOU #2

- LC.7.1 “Infant Care Leave” means a leave of absence without pay to provide a period of time, following Pregnancy/Parental Leave for a parent to take care of a newborn child.
- LC.7.2 To be eligible for an Infant Care Leave, an employee must have been continuously employed by the Employer for a period of two (2) years exclusive of statutory leaves.
- LC.7.3 An employee who is eligible for an Infant Care Leave may apply at the same time as a Pregnancy/Parental Leave or no later than sixty (60) days prior to the date the Pregnancy/ Parental Leave is to end.
- LC.7.4 The sum of a Pregnancy/Parental Leave and an Infant Care Leave granted under this Collective Agreement may be up to two (2) years.
- LC.7.5 The application for Infant Care Leave shall include the requested expiration date of the leave.

- LC.7.6 The position held by the employee going on Infant Care Leave shall not be maintained by the Employer for the employee. Subject to other terms in this Agreement, the employee shall be offered employment at the same level at which they left upon return to the Employer at the end of the leave.
- LC.7.6.1 If, however, no position exists at the level the employee held prior to the leave, then the rate will be paid for one (1) year. After that time the employee will be paid the rate of the position, they hold.
- LC.7.7 A position held by an employee going on Infant Care Leave shall be filled on a permanent basis.

LC.8.0 ADOPTION LEAVE/PARENTAL LEAVE – see C6, LOU #2

- LC.8.1 “Adoption Leave” means a leave of absence without pay not exceeding thirty-seven (37) weeks granted to a parent at the time a child is adopted pursuant to the *Employment Standards Act, 2000*.
- LC.8.2 Such leave shall not qualify any employee for payment from the Sick Leave Plan or Account, nor to the accumulation of sick leave during the leave.
- LC.8.3 An employee returning from Adoption/ Parental Leave shall have their position guaranteed with the Employer, subject to other terms within this Agreement.
- LC.8.4 An employee returning from Adoption/ Parental Leave shall receive experience for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period.
- LC.8.5 A position held by an employee going on Adoption/Parental Leave shall be filled in an acting capacity. Under this condition the Union agrees that Article LA.14.5 shall apply.

LC.9.0 CHILD CARE LEAVE – see C6, LOU #2

- LC.9.1 Child Care Leave means a leave of absence without pay to provide a period of time immediately following an Adoption Leave for a parent to care for a newly adopted child.
- LC.9.2 To be eligible for Child Care Leave, an employee must have been continuously employed by the Employer for a period of two (2) years exclusive of statutory leaves.
- LC.9.3 An employee who is eligible for Child Care Leave may apply at the same time as an Adoption/Parental Leave or no later than sixty (60) days prior to the date

the Adoption/Parental Leave is to end.

- LC.9.4 The sum of an Adoption/Parental Leave and a Child Care Leave granted under the Collective Agreement may be up to two (2) years.
- LC.9.5 An employee returning to the Employer from a Child Care Leave shall be offered employment with the Employer at the same level at which they left.
- LC.9.5.1 If, however, no position exists at the level the employee held prior to the leave, then the rate will be paid for one (1) year. After that time the employee will be paid the rate of the position they hold.
- LC.9.6 Leave of absence granted because of Child Care Leave shall not be charged to the Sick Leave Plan, and no Sick Leave Credits shall accrue.
- LC.9.7 A position held by an employee going on Child Care Leave shall be filled on a permanent basis.

PART LD – WORKING CONDITIONS

LD.1.0 HOURS OF WORK

- LD.1.1 The regular work week shall consist of thirty-five (35) hours worked in five (5) consecutive days, Monday through Friday, with the exception of summer Working Hours during July and August upon agreement with the Union.
- LD.1.2 The Employer does not guarantee to provide work for an employee for regularly assigned hours or for any other hours.
- LD.1.3 An unpaid lunch period free of work duties of one (1) hour shall be provided once each day. It is agreed and understood that employees may elect less than the one (1) hour unpaid lunch period but not less than thirty (30) minutes, by mutual agreement between the employee and the supervisor as per LA.1.3. Employees are not required to remain on Board property during their unpaid lunch period. The Parties agree that the designated lunch period for an employee shall initiate no sooner than 11:00am and shall conclude no later than 2:30 pm, unless mutually agreed otherwise between the employee and Principal/Non-Union Supervisor.
- LD.1.4 A fifteen (15) consecutive minute paid rest period shall be provided in the morning and in the afternoon. In no instance, shall an employee be required to work more than three (3) consecutive hours without a break. Break periods for employees who regularly work less than seven (7) hours per day shall be provided on a pro-rated basis.

LD.2.0 LAY-OFFS AND RECALL

- LD.2.1 In the event of a staff reduction resulting in a lay-off of personnel, the employee with the least seniority within the Bargaining Unit, will be the first laid off provided the employees retained have the required skills and ability to perform the tasks.
- LD.2.2 Subject to the requirements outlined in LD.2.1, no new employees will be hired until those employees who are on lay-off are given an opportunity for re-employment, provided such employees have the necessary qualifications to perform the tasks.
- LD.2.3 Employees who are to be laid off shall be given at least twenty (20) working days prior written notice of the lay-off, or pay in lieu thereof, unless the lay-off is brought about by reasons beyond the control of the Employer. Such notice shall contain the reasons for the lay-off. In the event of a permanent lay-off, the provisions of the *Employment Standards Act* will prevail.

LD.3.0 CONTRACTING OUT

- LD.3.1 While it is recognized that the Employer has the right to contract out, the right of the Employer to exercise contracting out shall only be recognized if, as a result of contracting out, there is no reduction in the total number of members of the bargaining unit.

LD.4.0 COMPLAINTS AND/OR DISCIPLINARY NOTICES

- LD.4.1 Any employee, called before Management to be interviewed concerning any matter that might reasonably be anticipated to result in disciplinary action to the employee in the opinion of Management, shall be notified in advance of the general purposes of the meeting. Up to two (2) representatives designated by the Union and up to two (2) representatives from Management, shall be present at the meeting unless agreed otherwise by the parties. All Union and Management representatives present at the meeting may participate in the discussions/questions asked during the meeting.
- LD.4.2 A Steward or Local Union Officer shall have the right to have a CUPE Staff Representative present when a Supervisor interviews an employee for disciplinary action.
- LD.4.3 In the event that the Employer imposes any form of disciplinary action on an employee which is recorded and placed in the employees personnel file, then the employee shall receive a copy of the written record, and shall acknowledge in writing, without necessarily agreeing to its content, receipt of such record.

Discipline will be retained in the employee's file(s) for a minimum period of three (3) years from the date of issue and shall then be removed provided there has been no discipline issued in the interim, and in line with the Professional Misconduct and Progressive Discipline Policy and Retention Guidelines.

Notwithstanding the above, any documentation relating to disciplinary action taken by the Employer as a result of a complaint of child abuse or sexual misconduct shall remain on the employee's file indefinitely.

Any expired discipline shall not be the basis for further disciplinary action and/or shall not hinder a transfer or promotion regardless of whether or not it has been removed from the employee's personnel file.

LD.4.4 The Employer shall provide the Union with a copy of any disciplinary notice given to an employee.

LD.4.5 Where a parent or other member of the community files a complaint concerning an employee, the Employer may investigate the complaint and may or may not decide to take appropriate disciplinary action. Should such disciplinary action be taken the provisions of Articles LD.4.1 to LD.4.4 inclusive shall apply.

LD.5.0 NO DISCRIMINATION AND NO HARASSMENT

LD.5.1 The Employer and the Union agree that there shall be no discrimination or harassment against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status or handicap (all items as defined in the Ontario Human Rights Code), and union membership or non-union membership.

LD.5.2 The Employer agrees to maintain the Respectful Workplace and Learning Environment Policy, (Board Policy/Procedure 240.0 Respectful Workplace and Learning Environment). A third-party investigator may be used by mutual consent. The Employer shall bear any costs related to the use of a third-party investigator up to \$5000.00 per incident with a limit of two incidents per contract year. The investigator will be chosen by mutual agreement.

LD.6.0 10 MONTH EMPLOYEES - SUMMER WORK

LD.6.1 The Employer shall maintain a list of 10 month employees who have notified the Employer in writing of their desire and availability to work in July and August, and if the nature of the work is such as would normally be performed by clerical, secretarial or technical personnel, any job opportunities will be

offered to suitably qualified 10 month bargaining unit employees before other applicants are hired. In order to qualify, employees must notify the Employer in writing no later than April 30th of each year.

LD.6.2 The Employer agrees to provide twenty-one (21) hours per full-time elementary secretarial staff member for the purposes of carrying out end of school year activities. This allocation will be prorated for part-time secretarial staff members.

LD.6.3 The Employer agrees to notify all 10-month employees in writing by April 30th of every year with respect to the extension of the working year.

LD.7.0 CRIMINAL BACKGROUND CHECKS

LD.7.1 Where required by legislation, the Employer shall pay all future costs for any required employment-related Police Check (CPIC) or Offence Declarations for permanent CUPE 1734 members pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law. Employees shall use the service designated by the Employer. All information obtained through this process shall be collected and managed in a secure manner that provides for confidentiality and privacy for employees.

LD.8.0 TECHNOLOGICAL CHANGE

LD.8.1 If, during the term of this Agreement, the Employer introduces technological change, such change shall be implemented only after consultation with the Union. Any employee affected by this change shall be considered for retraining or relocation prior to lay-off.

LD.9.0 RESIGNATION

LD.9.1 In an effort to provide as much continuity within positions as possible, the parties agree that employees who intend to resign/retire should provide notice of their intention well in advance of their departure. Consequently, 10-month employees who do not intend to return in September will endeavour to tender their resignation/retirement by June 1. Employees resigning/retiring at other times will provide the Employer with two (2) weeks notice of their intention.

PART LE - DESIGNATED EARLY CHILDHOOD EDUCATORS

Except as provided for in section LE, where the articles and sub-articles of LE vary from the collective agreement, the terms of this section shall prevail.

LE.1.0 DECE STAFFING

- LE.1.1 The Employer will develop a process for the redistribution of DECEs due to enrolment in FDK. The Employer will provide the Union with the details of such process.
- LE.1.2 The Employer will endeavor to assign DECE's to Full Day Kindergarten (FDK) classes. DECE's may be assigned to other classes based on operational needs but shall not be assigned to other classes on an ongoing, regular basis.

LE.2.0 DECE EXPERIENCE

- LE.2.1 Experience for the purpose of placement on the grid established by the PDT dated June 24, 2010 will be calculated as follows: related experience for DECEs hired external to the Board will be calculated at a ratio of 2 to 1 month related experience for each two months worked (full time) immediately preceding employment as a DECE with the Employer. Only experience gained after obtaining designation as an ECE and while working as an ECE will be considered for related experience. A break of less than two (2) years will define immediately preceding and experience prior to a break of more than two years will not count towards establishing experience.
- LE.2.2 Experience worked at other Boards as a DECE in a FDK class will be considered direct experience and calculated on a 1 to 1 basis/ratio. Direct experience will only be considered if it immediately precedes employment as a DECE with the Board. A break of less than two (2) years will define immediately preceding and experience prior to a break of more than two years will not count towards establishing experience.
- LE.2.3 Related experience for DECEs hired from within the Employer will be calculated at a rate of 2 to 1 and restricted to work during the time post certification as ECE and while working in Primary (JK to grade 3) classes only. Experience will only be considered if it immediately precedes employment as a DECE with the Employer. A break of less than two (2) years will define immediately preceding and experience prior to a break of more than two years will not count towards establishing experience.
- LE.2.4 DECEs hired externally and internally will be responsible for providing HRS with the details of related experience within thirty (30) working days of their

appointment to the role of DECE. No experience submitted past that cut off will be considered.

- LE.2.5 Experience will be provided in a format designated by the Employer and supporting documentation acceptable to the Employer will be required.
- LE.2.6 Given the grid maxes at 4 years of experience, the related and direct experience will be capped at 8 years at 50% (4 years) for the purpose of records in HRS.
- LE.2.7 Experience will be calculated once annually at a time determined by the Employer.
- LE.2.8 Placement and movement on the salary grid will be subject to legislative directives.
- LE.2.9 Calculation of experience using the above process will apply until October 1, 2012. Processes used prior to that date were agreed to without prejudice to either party and did not establish precedence. The calculations for experience are non grievable.

LE.3.0 SENIORITY TIE BREAKER

- LE.3.1 Process for tie breaker in seniority for DECEs - follow established process, adding employee number as the final tie breaker. The lower the number the higher the seniority allocated.

LE.4.0 SALARY GRID - see LB.1.0

LE.5.0 BENEFITS – see Central Terms

LE.6.0 HOURS OF WORK

- LE.6.1 Hours of work for DECEs are 6.5 hours of work per day, breaks included, and lunch excluded.

LE.7.0 QUALIFICATIONS

- LE.7.1 LG.1.12 (Qualifications) does not apply to DECEs

LE.8.0 SUPERVISION

- LE.8.1 LG.1.13 (Supervision) is to be interpreted as including DECEs.

LE.9.0 PROFESSIONAL DEVELOPMENT DAYS FOR DECE's

- LE.9.1 Professional Development days for DECEs include, but are not limited to, the following:
- a. Training that is specific only to DECEs; and/or
 - b. Training in partnership with their OCT partners, where applicable.

Professional Development days are deemed a normal work day.

LE.10.0 APPLICATION OF THIS SECTION

- LE.10.1 Except as provided for in this addendum, all other terms of the existing collective agreement apply to the Designate Early Childhood educator.

Nothing in this agreement will supersede legislation or regulations, including but not limited to the proposed Putting Students First Act.

LF.1.0 MISCELLANEOUS

LF.1.1 COPIES OF THE COLLECTIVE AGREEMENT

The Employer also agrees to:

- i) Post a copy of this Agreement on the BWW within thirty (30) calendar days of signing of this Agreement or at a time mutually agreed upon by the parties.
- ii) Provide 50 bound copies of the collective agreement to the Union.

LF.1.2 MEDICAL AND PHYSICAL PROCEDURES

Employees shall only be required to perform those medical and physical procedures outlined in accordance with relevant Employer policies, procedures and job descriptions. Notwithstanding, employees shall be expected to take appropriate action(s) in an emergency situation.

The Employer will consult with CUPE 1734 prior to amending policies and procedures relating to medical and physical procedures.

LG.1.0 LETTERS OF INTENT

Any alleged violation of the Letters of Intent pursuant to this Collective Agreement may be the subject of Grievance and Arbitration articles of this Collective Agreement.

LG.1.1 PARENT VOLUNTEERS

Letter of Intent #1

During the term of this Agreement, it is not the intention of the Employer to utilize parent volunteers to perform the secretarial clerical duties normally performed by members of the bargaining unit.

LG.1.2 LAYOFF AND RECALL LANGUAGE

Letter of Intent #2

Within 30 days of ratification, the parties will schedule and meet to create lay-off and recall language.

LG.1.3 Health & Safety Committee

Letter of Intent #3

It is understood by the parties to this Agreement that there will be a Joint Occupational Health and Safety Committee of the Board and the Support Staff.

LG.1.4 FUNCTIONAL ABILITIES

Letter of Intent #4

The Employer will provide an up-dated Physical Demands Analysis (PDA) and Cognitive Demands Analysis (CDA) for ISW's and DSW's by December 31, 2024.

LG.1.5 Working Group

Letter of Intent #5

Within thirty (30) days of ratification the Union and the Employer will meet to review and discuss changes to the grievance/arbitration process and will schedule any additional meetings necessary for this purpose.

LG.1.6 Mentorship Program

Letter of Intent #6

Whereas the parties have expressed interest in the development of a mentorship program, a sub-committee shall be struck to review the feasibility of a such a program, and make recommendations in respect of:

- Training
- Mandatory Partnerships
- Preparation for the Bi-annual Learning Plan

This Letter of Intent expires and will be removed from the collective agreement on August 30, 2026.

LG.1.7 Correspondence

Letter of Intent #7

The Parties recognize the value of sharing with each other correspondence/memos, that are addressed to the bargaining unit employees in respect of the interpretation of collective agreement matters. It is understood that this is encouraged prior to distribution as a courtesy and good operating practice, but is not a contractual requirement.

LG.1.8 HRIS System

Letter of Intent #8

Whereby the Employer is in the process of moving 1734 employees to a new HRIS system, it will explore making probationary periods and absence balances available for employees to view. The Employer will provide the union with updates as the project progresses, as it relates to both permanent and temp/term employees.

LG.1.9 Career Progression

Letter of Intent #9

The Employer, through Leadership Development and Human Resource Services, shall develop a career planning resource for classifications in the bargaining unit. This resource may include information regarding career pathways, relevant courses and training, and coaching and mentorship opportunities.

This Letter shall expire and be removed from the Collective Agreement effective August 30, 2026.

LG.1.10 Feedback Sessions

Letter of Intent #10

- a) The Employer will provide feedback to permanent employees upon request for postings outside of the Annual Career Opportunities Process, this shall be done within thirty (30) days of the position being filled, up to a maximum of twice per school year per employee per position.
- b) The Employer will provide interview skills courses accessible to all members.
- c) The Employer will notify the Union if there was no successful candidate prior to posting externally.

LG.1.11 Unpaid Leave Days

Letter of Intent #11

All employees covered under this collective agreement, including 10-month employees may request up to three (3) unpaid days per year as follows:

1. To attend to unavoidable or extraordinary personal matters; or
2. To attend to personal matters, subject to their job being scheduled to be filled by a daily supply (casual), if required, for the day of the leave.

For each day of absence where a daily supply is scheduled, the employee shall be required to provide appropriate work and support for any regular responsibilities.

Such leaves will not normally be granted the first week following the start of the semester, abutting school breaks, assessment reporting, or the week prior to the start of assessments, the assessment period, and for 10-month school based employees, the last week of school.

Requests for leaves must be made through the e-form process, are subject to approval by the Employer and may not be taken in conjunction with any other paid or unpaid leaves.

The Employer reserves the ability to temporarily suspend the operation of this LOI to any employee group in response to rates of absenteeism and unfilled assignments.

This letter shall expire and be removed from the collective agreement on August 30, 2026.

LG.1.12 Qualifications

Letter of Intent #12

The Employer agrees to work with the Union through the *Joint Job Evaluation Committee* prior to making any change in educational qualifications for any position covered under CUPE Local 1734.

Any member of the bargaining unit, who is currently in a position that has a qualification change, will be deemed to hold the new qualifications. The parties recognize that consideration will be given to long-standing employees granting acknowledgement for their experience in the Board.

In reference to the above noted clause, the parties agree and understand that is currently in a position that has a qualification change refers to those members in a bargaining unit position as of November 28, 2005, the date of ratification of this collective agreement.

This letter shall expire and be removed from the collective agreement on August 30, 2026.

LG.1.13 Supervision

Letter of Intent #13

The York Region District School Board endorses the use of Student Support Staff to assist teachers in planning and programming and to provide support services to ensure students are provided with the best possible educational opportunities.

Principals shall assign the work of the Student Support Staff in a fair and equitable manner and will endeavour to ensure outdoor supervision is distributed on an equitable basis. In establishing and revising these assignments, the needs of students, the working conditions of the Student Support Staff and the operational needs of the schools shall be considered. Notwithstanding the above, Principals may make temporary alteration to work assignments to address unforeseen circumstances.

Student Support Staff may be assigned general supervision within their work day (eg. yard duty, before and after school duty, lunch supervision, hall duty, bus duty). It is understood that when performing general supervision as outlined, an Administrator or certified teacher will be available. General supervision schedules will be posted in schools.

It is an expectation that all Student Support Staff share in the obligation to provide general supervision. Reasons for an inequitable distribution of general supervision may be due to the specific needs of individual students, additional availability of a support staff member because of a reduced assignment to instructional time and/or a requirement that a staff member is assigned work during times when general supervision is required.

In the event that a Student Support Staff has a concern regarding an assignment, the Student Support Staff is encouraged to discuss the issue with the Principal first, and if still unresolved, to discuss the issue with the appropriate Superintendent of Education.

For purposes of this letter, Student Support Staff shall include all members of the CUPE 1734 Bargaining unit directly supporting any student.

Other support staff will not be assigned direct supervision.

LG.1.14 DECE Job Description

Letter of Intent #14

The Employer shall update and endeavor to finalize the DECE job description and make it available to the Union and DECE's no later than December 31, 2023. Finalize the DECE job description and make it available to the Union and the DECE's within 60 days of ratification.

LG.1.15 Split Shifts

Letter of Intent #15

There shall be no scheduling of split shifts, specifically, no regular shift shall be scheduled with an unpaid break between portions of the shift except for the meal break.

This Letter of Intent will be in effect for approximately ten (10) years and shall expire with the Collective Agreement that expires closest to August 30, 2030.

LG.1.16 Performance Appraisals

Letter of Intent #16

Employees shall be given a minimum of two (2) weeks-notice prior to a performance appraisal. Employees shall not be subject to the commencement of a performance appraisal immediately following a long term leave of six (6) months or longer, or location change; there shall be a minimum of 45 working days prior to a performance appraisal being held, or lesser time by mutual agreement. The application of this clause shall only apply to employees who have completed their initial probationary period.

This Letter of Intent expires and will be removed from the collective agreement on August 30, 2026.

LG.1.17 Contracting In

Letter of Intent #17

The parties agree that a sub-committee of Union/Management will meet and where possible develop plans to return Bargaining Unit work presently contracted out.

The parties shall meet within 90 days of ratification to begin this work.

LG.1.18 OMERS Definition of Contributory Earnings

Letter of Intent #18

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Retroactive pay (including any pay equity adjustment) that fits with the OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year, but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable, merit pay, commissions);
- Market value adjustments (e.g. percentage paid in addition to a base wage as

a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);

- Ongoing special allowances (e.g. flight allowance);
- Pay for time off in lieu of overtime;
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be “kept whole” e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- Stand-by/call-in pay (pay for being on call, not pay for hours worked when called in);
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- Ongoing taxable payments to pay for costs (e.g. education or car allowance);
- Taxable premiums for life insurance, calculated and adjusted twice yearly;
- Taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance (that is, expenses are not reimbursed) then the allowance is considered part of the contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of the contributory earnings);
- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member’s pension will begin on the first day of the month following the revised retirement date.

LG.1.19 Courier Service

Letter of Intent #19

The Employer shall provide interoffice courier service to and from CUPE 1734’s Local office; this run shall be scheduled to coincide with the administrative office deliveries route. It is understood that this service is only available to the Union as an extension of any courier services that the Employer provides; if no such service is used by Employer, there shall be no extension to the Union.

LG.1.20 Annual Career Opportunity for Permanent Employees

Letter of Intent #20

For the terms of this Collective Agreement, the parties understand and agree:

- Applications submitted through the Annual Career Opportunity process for lateral moves for permanent employees only, and restricted exclusively to those positions identified in Appendix A, will be considered and positions awarded based upon seniority, subject to a file review deemed as satisfactory to the Employer;
- For greater certainty, where a file review is not deemed as satisfactory by the Employer, the employee will not be permitted to move locations.
- Offers will be made in line with past practice. Individuals will have one opportunity to defer selection and should they select to defer, they will have another opportunity to select, after the first full cycle has been completed, subject to the availability of positions as identified in their original application.
- An offer of a lateral move that has been accepted will conclude the individual's participation in the process and the employee will not be permitted to rescind (unless in line with the MOA signed and dated July 17, 2014 which pertains to rescinding of acceptance of an offer).
- Where a unique situation exists and a particular set of skill and experience would be required for the assignment, lateral moves into such assignments may not be possible and in such instances cases the agreement will not apply and the position will be filled in line with article LA.12.0 and its related sub articles, which may include bracketing.
- The parties understand and agree that no grievance will be submitted as a result of this agreement or any impact it may have.
- The parties understand and agree that any position not identified in this agreement will continue to go through the identified recruitment and selection process, including those instances where an employee is applying to/moving from one classification to another classification (i.e. DSW to ISW).
- Offers being made shall include general details of the assignments to which they are being offered; it is understood that assignments are subject to change. Individuals will have one opportunity to defer selection and should they select to defer, they will have another opportunity to select, after the

first full cycle, including surplus and redeployment, has been completed, subject to the availability of positions as identified in their original application. An offer of a lateral move that has been accepted will conclude the individual's participation in the process.

The parties understand and agree that this agreement is on a without prejudice and without establishing precedent basis and for greater certainty in no way establishes precedent for any future hiring of those positions covered under the CUPE 1734 collective agreement.

Appendix A

- Special Education Assistant
- Developmental Services Worker
- ISW (school-based only)
- Health Assistant
- Child and Youth Worker
- Program Assistant
- Outdoor Education Specialist
- Swim Assistant
- Designated Early Childhood Educator
- Secretaries A/B

The Parties agree to meet within ninety (90) days of ratification to review the Annual Career Opportunities for Permanent Employees and temporarily replace it with a new pilot process that would provide more local autonomy for both staff and schools. This process would be implemented as a pilot for the 2024/25 Staffing Cycle. If the parties are unable to arrive at an agreed upon process, this LOI #1.20, Status Quo will remain in effect.

LG.1.21 DECE EXTRACURRICULAR Letter of Intent #21

In supporting the practice of evening interviews prior to the report card interview date, where DECEs work the evening, they shall be released at a point equivalent to half the instructional day on the PA day.

This Letter of Intent expires and will be removed from the collective agreement on August 30, 2026.

LG.2.0 LETTERS OF UNDERSTANDING

The following constitute Letters of Understanding between York Region District School Board and CUPE Local 1734.

LG.2.1 Temporary Positions /Employees

Letter of Understanding #1

The following agreement is effective February 2006. A "Temporary position" means:

A position that is available for a period in excess of thirty (30) consecutive working days to replace a permanent employee in the 1734 bargaining unit who is absent on an approved leave of absence (e.g. pregnancy, parental, educational or medical leave).

1. A Temporary position shall last for a maximum of 1 year, unless the Employer and the Union agree in writing to an extension for a specified period.

If the circumstances, which led to the creation of the Temporary position, end earlier than the Temporary position originally specified, the Employer shall give two weeks written notice to the Temporary employee and any other affected employee. After two weeks notice, the Employer has the right to terminate the employment of the Temporary employee and no grievance shall be filed.

2. It is agreed and understood that a Temporary position is not a permanent position. An individual hired to fill a temporary position is not a permanent employee of the Employer and shall be terminated at the end of the period specified upon their hiring as a Temporary employee or upon any later date agreed in writing by the parties.
3. The Employer has the right to terminate without notice for "just cause." No grievance will be filed with such termination.
4. A temporary employee shall pay union dues. The Employer shall provide copies of the staff appointment forms and a quarterly list of temporary employees with the position, start date, proposed end date and the name of the individual the temporary employee is replacing - see C10.00 of the Central Agreement.
5. A temporary employee is covered by the terms and conditions of the 1734 Collective Agreement except as modified in this Letter of Understanding. In addition to the other provisions set out in this letter, the following shall apply to temporary employees:
 - a. Vacation pay shall be paid at the rate of 4%, and shall be paid out at the end of the assignment;

- b. Temp employees do not accumulate seniority under the Collective Agreement except as allowed in this agreement. However, should a temporary employee apply for a permanent position, their experience with the Employer will be considered in the hiring process. Temporary employees shall be considered for positions within the Board in accordance with Article LA.12.4;
 - c. A Temporary employee is paid at the start rate of the classification for the first year of their employment, and shall be increased to the second step after one year;
 - d. Where a temporary employee is successful in obtaining a permanent position, the following shall apply:
 - i. the period of time worked as a temporary employee will be recognized for grid placement purposes; and,
 - ii. seniority will be backdated to the date of hire, after successful completion of the probationary period in a permanent position.
 - e. Temporary employees will not participate in the Summer Hours Program;
 - f. Temporary employees are not eligible to participate in the LTD Program
6. The employer will provide training to a Temporary employee and any other training essential to the position to which the Temporary employee is assigned.
7. Temporary employees are eligible for enrolment in the OMERS pension plan as specified by OMERS policies and procedures.
8. While all temporary employees are eligible to apply for posted vacancies, continuity of program and/or operational needs will be taken into consideration.
9. While in a temporary assignment, an employee's application for other temporary or term positions will not be considered, unless they are within 30 days of completing their assignment at the date the posting closes.

The following (#10 & #11) take effect as of the ratification date of the 2019-2022 Collective Agreement.

10. While in a temporary assignment, an employee's application for a permanent position will not be hindered regardless of the number of days

remaining on their temp assignment. They shall not be denied a permanent position subject to #8 above but rather, program and/or operational needs may, if needed, postpone the transfer to the permanent position.

11. When a temp/term contract is filled, the Union shall be notified of the name of the employee whose position it is, the name of the employee filling the temp/term contract and the anticipated duration including an anticipated start and end date.

LG.2.2 Term Positions /Employees – see C6
Letter of Understanding #2

The following agreement is effective February 1, 2006.

1. A “Term position” means:

A non-complement position that is specifically funded for a defined period of time in excess of 30 consecutive working days to complete a particular assignment.

2. A term position shall last for a maximum of one (1) year, unless the employer and the union agree in writing to an extension for a specified period.

If the circumstances, which led to the creation of the term position, end earlier than the term originally specified, the employer shall give two weeks written notice to the term employee and any other affected employee. After two weeks notice, the Employer has the right to terminate the employment of the Term employee and no grievance shall be filed.

3. It is agreed and understood that a Term position is not a permanent position unless it exceeds the one-year period without an agreement in writing by the parties. An individual hired to fill a term position is not a permanent employee of the Employer and shall be terminated at the end of the period specified upon their hiring as a Term employee or upon any later date agreed in writing by the parties.

In the event a Term position becomes a permanent position and funding is subsequently withdrawn, the provisions of Article LD.2.0 Layoffs and Recall shall apply.

4. The Employer has the right to terminate without notice for "just cause." No grievance will be filed in connection with such termination.
5. A term employee shall pay union dues. The Employer shall provide copies of the staff appointment forms and a quarterly list of Term employees with the start date and proposed end date. - see C10.00 of the Central Agreement.
6. A term employee is covered by all terms and conditions of the 1734 Collective Agreement except as modified in this Letter of Understanding. In addition to the other provisions set out in this letter, the following shall apply to Term employees and the Collective Agreement shall not apply:
 - a) Vacation pay shall be paid at the rate of 4%, and shall be paid out at the end of the assignment;
 - b) Term employees do not accumulate seniority except as allowed in this agreement. However, should a Term employee apply for a permanent position, their experience with the Employer will be considered in the hiring process. Term employees shall be considered for positions within the Board in accordance with Article LA.14.6;
 - c) A Term employee is paid at the start rate of the classification for the first year of their employment, and shall be increased to the second step after one year if there is mutual agreement of an extension;
 - d) Where a term employee is successful in obtaining a permanent position, the following shall apply:
 - i) the period of time worked as a temporary employee will be recognized for grid placement purposes; and,
 - ii) seniority will be backdated after successful completion of the probationary period in a permanent position.
 - e) Term employees will not participate in the Summer Hours Program;
 - f) Term employees are not eligible to participate in the LTD Program
7. The Employer will provide training to a term employee and any other training essential to the position to which the term employee is assigned.

8. Term employees are eligible for enrolment in the OMERS pension plan as specified by OMERS policies and procedures.
9. While all term employees are eligible to apply for posted vacancies, continuity of program and/or operational needs will be taken into consideration.
10. While in a term assignment, an employee's application for other temporary or term positions will not be considered, unless they are within thirty (30) days of completing their current assignment at the date the posting closes.

The following (#11 & #12) take effect as of the ratification date of the 2019-2022 Collective Agreement.

11. While in a temporary assignment, an employee's application for a permanent position will not be hindered regardless of the number of days remaining on their temp assignment. They shall not be denied a permanent position subject to #9 above but rather, program and/or operational needs may, if needed, postpone the transfer to the permanent position.
12. When a temp/term contract is filled, the Union shall be notified of the name of the employee whose position it is, the name of the employee filling the temp/term contract and the anticipated duration including an anticipated start and end date.

LG.2.3 DECE ADDITIONAL TIME

Letter of Understanding #3

For self-directed professional development time the parties agree that DECE's will be permitted to use two (2)-half (1/2) days on an existing PA day, as identified by the Employer, to engage in professional development on or off site.

This letter of understanding will expire August 30, 2026.

LG.2.4 Violence in the Workplace

Letter of Understanding #4

As per the PDT, the parties agree that "publicly funded education is best served when students and staff work in a safe and secure environment". The parties agree that a joint committee will be established to examine the recommendations of the provincial joint task group as mandated by the PDT to examine and report to the parties on the issue of workplace violence in the schools.

LG.3.0 LETTERS OF AGREEMENT

The following constitute Letters of Agreement between York Region District School Board and CUPE Local 1734.

LG.3.1 PDT Funds - Student Support Staff - Educational Assistants

Letter of Agreement #1

The Employer agrees to hire 85 additional Student Support Staff above staffing complement set May 27, 2008 of which fifty (50) will be at Band Six (6) or higher, no later than the school year commencing September 1, 2011.

The Employer agrees to pay an additional allowance as set out in LB.1.0 to any Special Education Assistant who completes or has already completed one of the following postsecondary programs:

- Child and Youth Worker (CYW)
- Early Childhood Education (ECE)
- Developmental Service Worker (DSW)
- Social Service Worker (SSW)
- Registered Practical Nursing (RPN)
- Educational Assistant (2 year)
- Autism and Behaviour Sciences
- Child Development Practitioner (January 1, 2013)
- Aboriginal Child Development Practitioner (January 1, 2013)

Upon successful completion of one of the above programs, an employee may apply for the additional allowance. This additional allowance will be effective the date of the qualification subject to provision of proof of successful completion submitted within four months of completion. In the event that documentation is submitted outside of this time limit, retroactivity will be limited to a maximum of four months. Such allowance will terminate band. Should the employee be successful in obtaining a position in a higher salary.

Memorandum of Agreement

Between

York Region District School Board

- and -

The Canadian Union of Public Employees Local 1734

Whereas the Joint Job Evaluation (JJE) Committee has recently finalized their review of a great number of positions within the Board;

And Whereas job descriptions are to be updated as necessary upon completion of the JJE process;

And Whereas the Board anticipates the job descriptions will be completed within the next few weeks.

Now Therefore the Parties agree as follows:

The Board shall provide the Union with copies of the updated job descriptions no later than 60 days after ratification of this agreement.

Annexed Articles removed from the September 1, 2012 to August 31, 2014 CUPE 1734
Collective Agreement

The following Articles have been removed from the CUPE 1734 Collective Agreement, but the history preserved in this document and annexed at the back of the Collective Agreement are for reference purposes only.

1734	
L.A.1.2	The Board also recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, hours of work and other working conditions for Designated Early Childhood Educators (DECEs) in the Full Day Kindergarten Program. Terms specific to DECEs are as outlined in the <i>'Addendum to the CUPE 1734 Collective Agreement to address working conditions and variances to the existing Collective Agreement'</i> . Where the provisions of the addendum vary from the collective agreement, the terms of the addendum prevail.
B.6.3.1	The Board shall pay 100% of the premium cost of semi-private hospital coverage for all full-time employees. - see C5.0.0 and LOU #9

B.6.4.1	<p>The Board shall pay 100% of the premium cost for extended health care coverage, which shall include provision for vision care coverage in any two consecutive calendar years for all full-time employees as follows:</p> <p>\$300 effective September 1, 2008;</p> <p>\$350 effective September 1, 2010.</p> <p>As an alternative to glasses, employees may elect to use this entitlement toward laser eye surgery. see C5.0.0 and LOU #9</p>
B.6.4.2	<p>The Board shall pay 100% of the premium cost of extended health care coverage which shall include \$200 hearing aid coverage every 24 months for all its full-time employees effective September 1, 2001.</p>
B.6.5.1	<p>The Board shall pay 100% of the premium cost for a basic dental plan for all its full-time employees. see C5.0.0 and LOU #9</p>
B.6.5.2	<p>2007 Ontario Dental Association (ODA) rates effective September 1, 2008;</p> <p>2008 ODA rates effective September 1, 2009;</p> <p>2009 ODA rates effective September 1, 2010;</p> <p>2010 ODA rates effective September 1, 2011.</p> <p>(SEE MOU)</p>
B.6.5.3	<p>A member may, subject to enrollment requirements of the insurance carrier, participate in a major restorative rider or an orthodontic rider. The employee will pay 100% of the cost.</p>
B.6.6.1	<p>The Board shall pay 100% of the premium cost for Group Life Insurance Plan for all full-time employees. This plan shall provide coverage in an amount equivalent to twice the employee's basic annual salary. - see C5.0.0 and LOU #9</p>
B.6.6.2	<p>Triple life insurance coverage may be carried by an employee, subject to the enrolment requirements of the insurance carrier, with the employee paying the total difference in premium from double salary coverage to triple salary coverage. In accordance with the requirements of the benefits carrier, like insurance coverage will cease on an employee's 65th birthday.</p>

B.6.6.3	If approved by the insurance underwriters and if there is no increased cost in premium to the Board, a member who retires from the Board prior to age 65 or is on LTDI, may retain membership in any of the Group Benefit Plans to which he/she belonged at the time of retirement or is placed on LTDI, until he/she attains the age of 65 years. The retired member, and/or the members on LTDI must pay the full premium cost to maintain his/her participation and coverage under the group contract.
B.6.6.4	The Board shall pay 100% of the premium cost of an Accidental Death and Dismemberment Plan for all full-time employees. This plan shall provide coverage in an amount equivalent to twice the employee's basic annual salary.
B.6.7.1	The Board may change the carrier of any benefit plan (other than OHIP) provided that any benefits provided by such other carrier are at least equivalent to the present benefits in this Collective Agreement. – see C5 and LOU #9
B.11.1	<p>The sick leave account of a full-time twelve (12) month employee shall be credited with two (2) days per month, twenty-four (24) days per year, on September 1 of each year, in advance. Such sick leave shall be with pay and the employee may carry forward the unused portion of any sick leave from one (1) year to another up to a maximum of two hundred and sixty-four (264) days.</p> <p>For the purpose of this article the word “year” shall mean the period commencing on the 1st day of September and ending the 31st day of August the following year. The sick leave of employees who work less than twelve (12) months will be pro-rated accordingly. – see C6, Appendix B and LOU #2</p>
B.11.2	Part-time employees shall be entitled to the benefits provided in B.11.1 on a pro-rated basis.
LB.11.4.1	i)or retirement gratuity
B.11.7	Any employee who has attained the age of fifty-five (55) years or more, or whose combined age and years of service exceed the eighty (80) factor or any other factor as determined by OMERS, and who ceases to be employed because of retirement from the Board's service due to age or who ceases to be employed by reason of disability and is immediately entitled to draw a pension, shall be paid a Retirement Gratuity in an amount not exceeding fifty percent (50%) of his/her accumulated sick leave credit, up to a maximum of one hundred and twenty (120) days' earnings at his/her regular rate immediately prior to retirement. In case of an employee's death, the above benefit would be paid to the employee's designated beneficiary for group life insurance unless otherwise stipulated in writing by the employee. – see LOU #2

B.11.8	An employee retiring due to disability shall obtain a medical certificate stating the need for early retirement from a doctor approved by the Board.
B.11.9	<p>See Letter of Understanding #2 – Retirement Gratuities of the Central Agreement</p> <p>The amount of Retirement Gratuity shall be calculated by dividing the employee’s salary by two hundred and forty (240) days and multiplying the result by the number of days in the employee’s Retirement Gratuity account. The credit in the employee’s Retirement Gratuity account shall be calculated as follows:</p> <p>a) at the end of each year a maximum of nine (9) days shall be added to the employee’s Retirement Gratuity account, subject to a deduction of the number of days equivalent to the first and second days of each absence during that year, except in no case shall the figure added to the Retirement Gratuity account exceed the number of days by which the employee’s sick leave credit has been increased because of that year;</p> <p>i. absences shall affect the Retirement Gratuity account only when the number of days in an employee’s sick leave account is reduced to equal the number of days in the Retirement Gratuity account, in which case both the sick leave account and Retirement Gratuity account shall be reduced by one day for each day of absence.</p>
B.11.10retirement gratuity at the end of August of that same year. – see LOU #2 and C6
LC.1.6	An employee on leave may retain his/her membership in any benefit plan to which he/she was registered, by paying full premiums applicable under a preauthorized plan where this is within the terms of the Board’s contract with the insurer. The Board will collect the benefit premium on a monthly basis by debiting the employee’s bank account for a sum
	equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence. – see LOU #6
C.6.2	The employee must be eligible to receive E.I. pregnancy or parental benefits from Services Canada, (formerly known as Human Resources and Development Centre of Canada) and must also be eligible for pregnancy or parental leave under the Ontario Employment Standards Act. – see C12.00 and LOU #2
C.6.2.1	A SEB payment will not be made if the employee accesses the sick leave/gratuity plan and if the EI waiting period has been waived.
C.6.3	An application for SEB must be made by the employee on a form to be provided by the Board. The employee shall provide verification of the approval of the E.I. claim.

C.6.4	A SEB payment shall be made only when it has been verified that the employee has applied and qualified for E.I.
C.6.5	The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable. The benefit level paid to an employee under this Plan is 100% of the approved E.I. benefits level. The combined weekly rate of the E.I. benefit and SEB payments will not exceed 95% of the employee's normal weekly earnings.
C.6.6	<p>The employee shall sign an agreement with the Board indicating:</p> <p>(a) that the employee will return to work (prior to submitting any resignation) and remain in the service of the Board for a period of one year after returning from the employee's Pregnancy Leave or Adoption Leave (and any subsequent additional leave granted by the Board under this Agreement); and</p> <p>(b) that should the employee not comply with (a) above the employee shall reimburse to the Board any monies paid to the employee under this SEB Plan.</p>
C.7.6	An employee on Infant Care Leave shall not be paid employee benefits during the period of leave. Such employee may retain his/her membership in any plan to which he/she was registered at the beginning of the leave, by paying full premiums applicable through a preauthorized payment plan where this is within the terms of the Board's contract with the insurer. The Board will collect the benefit premium on a monthly basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence.
C.7.9	Leave of absence granted because of Infant Care Leave shall not be charged to the Sick Leave Plan, and no Sick Leave credits shall accrue
C.7.10	An employee returning from Infant Care Leave shall have existing Sick Leave Benefits, Retirement Gratuity Credits and seniority fully reinstated. – see C6 and LOU #9
LC.8.4	The Board shall continue to pay its share of the employee's insured Employee Benefit Plans for the period of the Adoption/Parental Leave. – see LOU #2, and C6
C.8.7	An employee returning from Adoption/ Parental Leave shall have existing Sick Leave Benefits and Retirement Gratuity credits fully reinstated. – see LOU #2 and C6

C.9.5	An employee on Child Care Leave shall not be paid employee benefits during the period of leave. Such employee may retain his/her membership in any plan to which he/she was registered at the beginning of the leave, by paying full premiums applicable through a preauthorized payment plan where this is within the terms of the Board’s contract with the insurer. The Board will collect the benefit premium on a monthly basis by debiting the employee’s bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence										
C.9.9	An employee returning from Child Care Leave shall have existing Sick Leave Benefits, Retirement Gratuity Credits and seniority fully reinstated. – see LOU #2, and C6										
L.E 3.1	5f) Temporary employees shall be entitled to two (2) sick days per month. Sick days will not accumulate from month to month. There is no payout of unused sick days upon termination of a Temporary employee; and - see C6										
L.E. 3.2	6f) Term employees shall be entitled to two (2) sick days per month. Sick days will not accumulate from month to month. There is no payout of unused sick days upon termination of a term employee; and, – see C6										
LB.1.1.1	All employees hired after January 1, 1987 will be placed on the appropriate grid step in LB.1.0.										
LB.1.1.2	For employees under LB.1.1.3 the anniversary date for incremental purposes will be the start date.										
LB.9.1	<div>A full-time employee who has completed continuous service with the Employer shall receive vacation with pay in accordance with the chart below.</div> <table><tr><th>Length of Continuous Service as of June 30th in each year</th><th>Length of Vacation Entitlement with Pay per Year</th></tr><tr><td>Less than 1 year</td><td>1.25 days for each month of service</td></tr><tr><td>1 year but less than 10 years</td><td>3 weeks vacation (15 days)</td></tr><tr><td>10 years but less than 20 years</td><td>4 weeks vacation (20 days)</td></tr><tr><td>20 years or more</td><td>5 weeks vacation (25 days)</td></tr></table>	Length of Continuous Service as of June 30 th in each year	Length of Vacation Entitlement with Pay per Year	Less than 1 year	1.25 days for each month of service	1 year but less than 10 years	3 weeks vacation (15 days)	10 years but less than 20 years	4 weeks vacation (20 days)	20 years or more	5 weeks vacation (25 days)
Length of Continuous Service as of June 30 th in each year	Length of Vacation Entitlement with Pay per Year										
Less than 1 year	1.25 days for each month of service										
1 year but less than 10 years	3 weeks vacation (15 days)										
10 years but less than 20 years	4 weeks vacation (20 days)										
20 years or more	5 weeks vacation (25 days)										

**Addendum to the CUPE 1734 collective agreement
to address working conditions and
variances to the existing collective agreement.**

Whereas the Board implemented the FDK program effective September 2010;

And whereas the union grieved that the DECEs fell within the scope of the CUPE 1734 Collective agreement;

And whereas Arbitrator Bram Herlich found that the DECE's were properly placed within the scope clause of the CUPE 1734 collective agreement, with the requirement of an addendum to the collective agreement to address supervision and working condition specific to the DECEs;

And whereas this outcome was confirmed by the Ontario Labour Relations Board on August 15, 2012;

And whereas the Board and Union have met and discussed and agreed to the content of this addendum;

Therefore, the parties have agreed to the following which will apply to the Designated Early Childhood Educators and replace/supersede articles in the CUPE 1734 collective agreement and constitutes part of that agreement:

The Board will develop a process for the redistribution of DECEs due to enrolment in FDK. The Board will provide the Union with the details of such process.

Experience for the purpose of placement on the grid established by the PDT dated June 24 2010 will be calculated as follows: related experience for DECEs hired external to the board will be calculated at a ratio of 2 to 1 month related experience for each two months worked (fulltime) immediately preceding employment as a DECE with the Board. Only experience gained after obtaining designation as an ECE and while working as an ECE will be considered for related experience. A break of less than two (2) years will define immediately preceding and experience prior to a break of more than two years will not count towards establishing experience.

Experience worked at other Boards as a DECE in a FDK class will be considered direct experience and calculated on a 1 to 1 basis/ratio. Direct experience will only be considered if it immediately precedes employment as a DECE with the Board. A break of less than two (2) years will define immediately preceding and experience prior to a break of more than two years will not count towards establishing experience.

Related experience for DECEs hired from within the Board will be calculated at a rate of 2 to 1 and restricted to work during the time post certification as ECE and while

working in Primary (JK to grade 3) classes only. Experience will only be considered if it immediately precedes employment as a DECE with the Board. A break of less than two (2) years will define immediately preceding and experience prior to a break of more than two years will not count towards establishing experience.

DECEs hired externally and internally will be responsible for providing HRS with the details of related experience within 30 working days of their appointment to the role of DECE. No experience submitted past that cut off will be considered. Experience will be provided in a format designated by the Board and supporting documentation acceptable to the Board will be required.

Given the grid maxes at 4 years of experience, the related and direct experience will be capped at 8 years at 50% (4 years) for the purpose of records in HRS.

Experience will be calculated once annually at a time determined by the Board. For the 2012/2013 school year experience was calculated August 2012.

Placement and movement on the salary grid will be subject to legislative directives.

Calculation of experience using the above process will apply until October 1, 2012. Processes used prior to that date were agreed to without prejudice to either party and did not establish precedence. The calculations for experience are non grievable.

Process for tie breaker in seniority for DECEs- follow established process, adding employee number as the final tie breaker. The lower the number the higher the seniority allocated.



The articles in LB.1 of the collective agreement related to wages will not apply to the DECEs. The grid established in the PDT agreement will apply.

DECEs are to be moved into the CUPE 1734 benefit programs no later than August 30, 2012

Hours of work for DECEs are 6.5 hours of work per day, breaks included, and lunch excluded.

A mirror sub clause to both LA.11.7 and LA.11.8 will be in place for DECE but related to classroom/program/learning continuity and the restriction related to moves during the school year

	<p>LA.11.7: Those twelve (12) month employees filling vacancies as a result of their applying to a job posting are to remain twelve (12) months at their position. Ten (10) month employees are to remain in their position until the end of the school year. This requirement can be waived with permission from the Superintendent responsible for Human Resource Services, or if the position ceases to exist. This does not prevent employees from applying for a position or from applying for a promotion during the twelve (12) month period.</p> <p>LA.11.8 In order to provide continuity of care to students with special needs, Special Education Assistants, Child & Youth Workers, Health Assistants and Assistants for the Developmentally Handicapped cannot transfer job locations during the school year without approval from the Superintendent responsible for Human Resources Services or their designate. This does not prevent employees from applying for a position during the school year.</p> <p>LA.11.8.1 In order to provide continuity of learning to students Designated Early Childhood Educators cannot transfer job locations during the school year without approval from the Superintendent responsible for Human Resources Services or their designate. This does not prevent employees from applying for a position during the school year.</p> <p>E.2.16 (Qualifications) does not apply to DECEs</p> <p>E.2.17 is to be interpreted as including DECEs</p> <p>E.2.18 Job evaluation does not apply to DECEs - they are exempt</p> <p>The job title of Designated Early Childhood Educator will be identified as a job title belonging to the CUPE 1734 collective agreement by way of this addendum. The existing job description for the DECEs will be posted on the bww along with other CUPE 1734 job description and is subject to change. The job description does not form part of the collective agreement.</p>
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	<p>Effective September 1, 2012, the Board will commence deduction of union dues from the wages of the DECEs.</p> <p>Except as provided for in this addendum, all other terms of the existing collective agreement apply to the Designate Early Childhood educator.</p> <p>Nothing in this agreement will supersede legislation or regulations, including but not limited to the proposed Putting Students First Act.</p> <p>Dated at Aurora, this 30th of August 2012.</p> <div style="display: flex; justify-content: space-around; align-items: center;">   </div>
	<div style="display: flex; justify-content: space-between;"> For CUPE Local 1734 Board For The York Region District School </div>

FTE AGREEMENT

FTE Agreement

The parties agree that the FTE number (excluding temporary, casual and/or occasional positions) as of December 19, 2022, the date of central ratification, is:

As Stated Below.

Signed on this 30 day of Jan 2023

Bill Allen

For the Board

T. Conway

For the Union

CUPE 1734 Employee Summary As of Dec 19, 2022	FTE
Permanent Active employees by FTE	2541.75
Permanent Leave employees by FTE	326.55
Elected FTE	5.0
TOTAL Permanent FTE	2872.30

**Collective Agreement
Between
York Region District School Board
And
Canadian Union of Public Employees, Local 1734
For September 1, 2022 to August 31, 2026**

The attached agreement has been negotiated by a joint committee of the Negotiating Committee of the Canadian Union of Public Employees, Local 1734 and the Negotiating Committee of the York Region District School Board.

The terms of the Agreement shall be from September 1, 2022 to August 31, 2026.

All of which agreed to and signed electronically this 27th day of March, 2025 For

CUPE, Local 1734

For the Board,

Janette Krajci

Janette Krajci (Apr 1, 2025 11:02 EDT)

Janette Krajci
CUPE National Representative



Neil Gunathunge
Associate Director

M.Campbell

M.Campbell (Apr 1, 2025 11:38 EDT)

Michelle Campbell
President, CUPE 1734

M.Fowler

Marla Fowler (Mar 28, 2025 12:48 EDT)

Marla Fowler
Manager, Employee Relations & Labour

Carrie Tibbo

Carrie Tibbo (Apr 1, 2025 12:06 EDT)

Carrie Tibbo
First Vice President CUPE 1734

A. Cousins

Alissa Cousins
Employee Relations Officer

Tom Robbins

Tom Robbins (Apr 1, 2025 14:47 EDT)

Tom Robbins
Negotiating Team Member

Kate Diakiw

Kate Diakiw
Associate Director



William Brunelle (Apr 1, 2025 14:52 EDT)

Bill Brunelle
Negotiating Team Member

Paulla Bennett

Paulla Bennett
Executive Officer, Information
Technology & Business Continuity

Darrin Vanslack

Darrin Vanslack (Apr 1, 2025 16:52 EDT)

Darrin Vanslack
Negotiating Team Member

Dylan Debetin

Dylan Debetin
Analyst, Finance Services