

**CUPE 2357**  
**PART B: LOCAL AGREEMENT**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE OTTAWA CATHOLIC SCHOOL BOARD**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2357**

**FOR THE PERIOD**

**SEPTEMBER 1, 2014 TO AUGUST 31, 2017**

## TABLE OF CONTENTS

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
DEFINITIONS .....	1
ARTICLE 1 – PURPOSE .....	2
ARTICLE 2 – RECOGNITION.....	2
ARTICLE 3 – MANAGEMENT RIGHTS .....	5
ARTICLE 4 – WORK SCHEDULE.....	5
ARTICLE 5 – OVERTIME.....	7
ARTICLE 6 – SICK LEAVE .....	8
ARTICLE 7 – VACATION LEAVE .....	9
ARTICLE 8 – LEAVES.....	11
ARTICLE 9 – LONG-TERM LEAVE WITHOUT PAY .....	12
ARTICLE 10 – BEREAVEMENT LEAVE.....	12
ARTICLE 11 – LEAVE WITHOUT PAY FOR UNION BUSINESS .....	13
ARTICLE 12 – PREGNANCY AND PARENTAL LEAVE .....	14
ARTICLE 13 – SELF-FUNDED LEAVE (X OVER Y PLAN).....	16
ARTICLE 14 – LEAVE FOR WITNESS AND JURY DUTY .....	18
ARTICLE 15 – PAID HOLIDAYS.....	18
ARTICLE 16 – EMPLOYEE BENEFIT PLAN.....	19
ARTICLE 17 – PROBATIONARY PERIOD.....	20
ARTICLE 18 – SENIORITY .....	20
ARTICLE 19 – JOB POSTING .....	21
ARTICLE 20 – LAY OFFS AND RECALLS.....	27
ARTICLE 21 – DISCIPLINE PROCESS .....	29
ARTICLE 22 – GRIEVANCE PROCEDURE .....	30
ARTICLE 23 – ARBITRATION PROCEDURE .....	31
ARTICLE 24 – COMMITTEES .....	32

<b>ARTICLE 25 – COMMUNICATIONS .....</b>	<b>35</b>
<b>ARTICLE 26 – PAYMENT OF WAGES AND ALLOWANCES .....</b>	<b>35</b>
<b>ARTICLE 27 – JOB SECURITY .....</b>	<b>37</b>
<b>ARTICLE 28 – NO STRIKES OR LOCKOUTS .....</b>	<b>37</b>
<b>ARTICLE 29 – GENERAL .....</b>	<b>37</b>
<b>ARTICLE 30 – TERMS OF AGREEMENT .....</b>	<b>37</b>
<b>ARTICLE 31 – TECHNOLOGICAL CHANGE .....</b>	<b>38</b>
<b>ARTICLE 32 – JOB DESCRIPTIONS .....</b>	<b>39</b>
<b>ARTICLE 33 – JOB CREATION PROGRAM.....</b>	<b>39</b>
<b>ARTICLE 34 – SALARY GRID .....</b>	<b>40</b>
<b>ARTICLE 35 – MEDICAL PROCEDURES .....</b>	<b>43</b>

**LETTERS OF UNDERSTANDING:**

<b>SICK LEAVE GRATUITY (FORMER OTTAWA SECTOR EMPLOYEE GRANDPARENTED) .</b>	<b>44</b>
<b>ELEMENTARY LIBRARY TECHNICIANS SUPERVISION .....</b>	<b>44</b>
<b>AMALGAMATION.....</b>	<b>44</b>
<b>EARLY CHILDHOOD EDUCATORS.....</b>	<b>44</b>
<b>ELEMENTARY OFFICE ADMINISTRATOR SUPPORT .....</b>	<b>46</b>
<b>LATERAL TRANSFER.....</b>	<b>47</b>
<b>MAINTENANCE OF PAY EQUITY .....</b>	<b>47</b>
<b>OMERS PENSION CONTRIBUTORY EARNINGS.....</b>	<b>48</b>
<b>USE OF PART-TIME EDUCATIONAL ASSISTANTS.....</b>	<b>48</b>
<b>EXTENDED ECEs.....</b>	<b>48</b>
<b>ARTICLE 19:06 – TRANSFER PROCESS PILOT (EAs).....</b>	<b>50</b>
<b>CASUAL SENIORITY .....</b>	<b>50</b>
<b>ABSENCE REPORTING (ECE-EDP).....</b>	<b>50</b>
<b>STAFFING OF MCHUGH PROGRAMS .....</b>	<b>50</b>

## **DEFINITIONS**

### **Employer:**

The Employer is defined as the Ottawa Catholic District School Board.

### **Employee:**

An employee is defined as a person employed by the Ottawa Catholic District School Board and governed by the terms of this Agreement. There are four (4) types of employees:

#### **1. Permanent Full-time Employees**

Employees appointed on a permanent basis by the Board to work thirty-five (35) hours per week, in accordance with Article 4:03 – Work Year.

#### **2. Permanent Part-time Employees**

Employees appointed on a permanent basis by the Board to work less than thirty-five (35) hours per week, in accordance with Article 4:03 – Work Year.

#### **3. Casual Employees**

Employees hired on an hourly basis, as required by the Employer, as a replacement for a specific employee for a period not exceeding (3) three months or for any other casual assignments, as determined by the Employer, not exceeding three (3) months.

#### **4. Term Employees**

Those who are employed for a minimum of three (3) months, up to a maximum of two (2) years continuous service in one assignment, as a replacement for a specific employee who is absent due to pregnancy/parental leave, extended sick leave, Workplace Safety Insurance Board leave, long term disability, approved leave of absence with or without pay or for any other special term assignment, as required by the Employer. The Employer shall notify the Union two (2) weeks in advance in the event that special term assignments are required. The term may be extended to a maximum of one (1) year with the mutual consent or agreement of the Employer, the Union and the term employee.

### **Terminology**

Gender terms may apply: where a noun, pronoun or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included unless specifically excluded.

## ARTICLE 1 – PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Union and to provide a mechanism for the prompt and equitable resolution of differences and disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

## ARTICLE 2 – RECOGNITION

### 2:01 a) Bargaining Unit

The Employer recognizes CUPE Local 2357, as the sole and exclusive collective bargaining agent for all of its office administrator, clerks, technicians and educational support staff save and except:

- Supervisors
- Persons above the rank of Supervisor
- Executive Assistant to the Director of Education
- Executive Assistant to the Deputy Director
- Executive Assistants to Superintendents
- Human Resources Department Employees
- Administrative Assistant to Manager of Finance
- Students employed during the summer school vacation period
- High school students employed on co-operative work programmes
- Persons covered under subsisting collective agreements

### b) Casual Employees

Casual employees are covered under the following provisions of the collective agreement only:

- Purpose
- Recognition
- Management Rights
- Discipline Process
- Overtime
- Grievance Procedure
- Communications
- No Strikes or Lock Outs
- Salary Scale - minimum rate of pay in appropriate classification

c) Term Employees

It is agreed by the Parties that the following articles will apply to term employees:

- Purpose
- Recognition
- Management Rights
- Discipline Process
- Sick Leave
- Communications
- Salary Scale - minimum rate of pay in appropriate classification
- No Strikes or Lock Outs
- Grievance Procedure
- Overtime
- Benefits

10 Month employees:

- i) When a temporary employee is hired for a period which is expected to run at least three months, the employee shall be made Term from the first day of work and is entitled to \$40 per month in lieu of benefits.
- ii) If a temporary employee is hired as a casual and then becomes a Term, a retroactive payment of \$40 for each complete month shall be paid back to their original start date in the assignment. A complete month shall be defined as having worked at least eleven (11) consecutive days in the same assignment in the first and last month of the assignment.
- iii) All 10-month term assignments terminate at the end of the school year.

12 Month employees:

Partial benefits after six months (extended health and life insurance)

d) Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit, shall not work on any jobs which are included in the bargaining unit except in cases agreed to by the Union.

2:02 a) Membership

All employees who are members of the Union upon the signing of this Agreement shall remain members of the Union effective the first date of hire. All new employees hired subsequent to the signing of this agreement shall become and remain members of the Union within thirty (30) calendar days of employment. An initiation fee, as determined and amended by the Union from time to time, shall be collected from each new employee by the Board.

b) No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative(s), which may conflict with the terms of this collective agreement.

2:03 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to employees, in matters of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise, by reason of activity or lack of activity in the Union or any of the prohibited grounds enumerated under the Human Rights Code of Ontario as amended from time to time.

2:04 Remittance of Union Dues

- a) The Employer agrees to deduct from each employee covered by this collective agreement any dues, initiation fees or assessments levied by the Union on its members.
- b) Deductions shall be made from each pay of each month and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the 7th day of the month following the month in which the deductions were made, accompanied by a list of the names of employees from whose wages the deductions have been made and the amounts of each deductions and the member's salary. A copy of that list shall also be sent to the Local Union President. The Board shall provide twice per year a list of CUPE 2357 member names and mailing addresses in the months of October and February of each year.
- c) The Union shall provide, in writing, a list of the amount of such dues, initiation fees and/or assessments and shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deduction and remittance of dues, initiation fees and/or special assessments by the Employer pursuant to this Article.
- d) The Union shall notify the Employer of any changes to dues, initiation fees and assessments two (2) weeks prior to the implementation.
- e) At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.
- f) Upon written request of the CUPE Local 2357 President, the Employer shall provide the Union with a list of the classification and status of all its members up to two (2) times annually.

**2:05    National Representative of CUPE**

- a)    The Union shall have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- b)    Such National Representative shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, provided such representative requests and receives such permission from the Superintendent of Human Resources or designate. Permission shall not be unreasonably withheld.

**2:06    Stewards**

- a)    The Employer acknowledges the right of the Union to appoint not more than a total of fifteen (15) stewards from various areas. The Union shall notify the employer in writing of the name of each steward and his/her area of responsibility before the employer shall be required to recognize him/her.
- b)    A steward's function shall be to assist an employee in the preparation and presentation of grievances to the employee's supervisor.

**ARTICLE 3 – MANAGEMENT RIGHTS**

3:01    Except as, and to the extent specifically modified by this Agreement, all managerial rights and prerogatives are retained by the Employer and remain exclusively and without limitation within the right of the Employer provided, however, the Employer agrees that any exercise of these rights and powers, in conflict with any of the provisions of this agreement, shall be subject to the provisions of the grievance procedure.

**ARTICLE 4 – WORK SCHEDULE**

**4:01    Hours of Work**

- a)    The normal workweek for all full-time employees shall consist of five (5) seven (7) hour days from Monday to Friday inclusive for a total of thirty-five (35) hours per week, exclusive of an unpaid lunch period.
- b)    The normal work week for permanent part-time employees shall be seven (7) hours or less per day from Monday to Friday exclusive of unpaid lunch periods, for a total of less than 35 hours per week. The normal work day for permanent part-time employees shall be scheduled by the Employer.
- c)    The regular work day shall not commence before 7:30 a.m., and finish no later than 5:00 p.m. and shall include an unpaid and uninterrupted lunch period. The lunch period shall be regularly scheduled to reflect a minimum of 30 minutes and up to a



## CUPE Local 2357 – Collective Agreement

maximum of 60 minutes, between the hours of 11:00 and 14:00 hours. A minimum of 30 minutes of uninterrupted lunch shall be provided in accordance with the Employment Standards Act.

- d) All school board Administrative Departments must be covered for the core period between 9:00 a.m. and 4:00 p.m. exclusive of the lunch period.

### 4:02 Break Periods

- a) Permanent full-time employees will be permitted a fifteen (15) minute rest period in each half of the normal scheduled day at a time to be decided by the Employer. Rest periods will only be scheduled within the first or last hour of the work day in exceptional circumstances. These exceptional circumstances must have the approval of the Superintendent of Human Resources.
- b) Permanent part-time, term and casual employees working continuously for a period of three and one half (3.5) hours will be entitled to a fifteen (15) minute rest period as above.
- c) Employees working more than five (5) consecutive hours shall have an unpaid lunch period as per 4:01c) above.

### 4:03 Work Year

- a) ECE's, ECE-EDP, Educational Assistants, which shall include Itinerant Educational Assistants, Interpreters and ESL Assistants: The school year (approximately ten (10) months) plus one (1) day, to be scheduled at the discretion of the School Principal, prior to the start of the school year. Any work done by a 10 month employee prior to the start of the school year and their re-instatement shall be paid at the employee's regular rate of pay.
- b) Developmental Assistant/Specialist, Special Assignment Assistants and Interveners: The school year (approximately 10 months) plus one (1) day, to be scheduled at the discretion of the School Principal, prior to the start of the school year. Any work done by a 10 month employee prior to the start of the school year and their re-instatement shall be paid at the employee's regular rate of pay. The employer will endeavour, where financially viable, to offer the summer program.
- c) Elementary School Support Staff (Office Administrators, Library Technicians): The School Year (approximately 10 months) plus five (5) working days immediately prior to the start of the school year unless otherwise agreed upon by both employee and supervisor. Any work done by a 10 month employee prior to the start of the school year and their re-instatement shall be paid at the employee's regular rate of pay.

## CUPE Local 2357 – Collective Agreement

- d) Secondary School Support Staff: Senior Office Administrator, Office Administrators/Guidance – Student Services (Secondary), Library Technician, and an Office Administrator in each High School, shall be designated as twelve (12) month employees. All other support staff shall be designated as eleven (11) month employees with four consecutive weeks off, without pay, in the summer to be scheduled at the discretion of the School Principal.
- e) I) Adult School: Adult School Office Administrators shall be twelve (12) month employees. The Employer will endeavour, where financially viable, to offer the August adult ESL program.  
  
II) In addition, where the employer determines that the summer Adult ESL school will be open, the summer session will be offered to the ESL Adult Office Administrators according to seniority. Employees must indicate in writing to their site supervisor by May 1st if they are available for full time work in the summer.
- f) All Administrative support staff, Information Technology Staff, and St. Nicholas Adult School: The work year is defined as a 12-month position.

NOTE: The school year shall be as defined by the Ministry of Education from year to year, in accordance with the Education Act.

Nothing in this collective agreement shall be construed as guaranteeing minimum or maximum hours of work.

- 4:04 With the exclusion of 11 and 12 month employees and Elementary Office Administrators, the Board recognizes that supervision is a requirement of all Educational staff of the school community to ensure the safety and well being of all staff and students. Supervision is site specific based on the needs of the school as determined by the Principal. Every Educational staff member shall be assigned equitable supervision duties as outlined in the supervision schedule. This schedule shall be developed by the Principal. Supervision shall not be assigned to Educational staff to a level in excess of the amount of such supervision being provided by teaching staff in their respective panel. The Board shall provide the Union by September 30<sup>th</sup> of each year, an electronic copy of the supervision schedules. Students who must be in the office for disciplinary reasons shall be supervised by Administrators or a Teacher Designate. When the Administrator is out of the school, a contingency plan for this supervision must be in place (e.g. Teacher Designate).

## ARTICLE 5 – OVERTIME

- 5:01 All overtime must be authorized in advance by the employee's appropriate supervisor (Superintendent/Manager/School Principal) and forwarded for payment.

## **CUPE Local 2357 – Collective Agreement**

- 5:02 Hours worked within the bargaining unit, in excess of 35 hours per week, Monday to Friday, will be considered as overtime. All hours worked by an employee in excess of seven (7) hours per day shall be compensated at the appropriate overtime rate.
- 5:03 The Board shall attempt to keep overtime to a minimum while there are available employees on lay-off able to perform the work.
- 5:04 Call Back Pay
- a) Any employee recalled to work after the completion of his regular shift shall be paid for not less than three (3) hours at the rate of one and one-half (1.5) times the employee's regular straight time rate of pay.
  - b) An employee called in to work on their day off shall be paid no less than three (3) hours at the appropriate rate of overtime.
- 5:05 In the event that an employee is required to work more than three (3) consecutive hours of overtime in any given day, the employee will be provided with a meal or an allowance in accordance with Board policy.
- 5:06 At the discretion of the supervisor, instead of cash payment for approved overtime, an employee may be granted time off at the appropriate overtime rate at a time to be mutually agreed upon.
- 5:07 Overtime Rates
- a) Time and one half (1.5) for work performed on a week day and/or Saturday.
  - b) Double time (2) for work performed on a Sunday or a Statutory holiday.
- 5:08 Employees unable to use all of their accumulated overtime must submit no later than January 15th of each year a request for cash payment for such unused overtime.

## **ARTICLE 6 - SICK LEAVE**

- 6:01 An employee is eligible for sick leave with pay when he/she is unable to perform his/her duties because of personal illness or injury or requires personal medical treatment or examination, and provided that:
- a) the employee has unused sick leave credits;
  - b) the employee is not on other leave, without pay, under suspension, or on lay-off;
  - c) the employee is not eligible for benefits under the Workplace Safety Insurance Board.

6:02 Proof of Illness/Fitness

- a) i) An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) consecutive working days, certifying the reasons why the employee was unable to carry out his/her duties. A medical certificate may be requested from the employee for any length of sick leave if prior written notice is given to the employee. This requirement will be reviewed on an annual basis.
- ii) The Board reserves the right to seek a second medical opinion by a medical specialist to be selected by the Board and the Union.
- b) When an employee is aware that he/she will be absent for a period of two (2) weeks or more, he/she may be required to provide a medical certificate indicating the probable date of return within five (5) working days of the beginning of the absence.
- c) An employee who is on extended sick leave for which a medical certificate has been submitted prior to the annual leave commencing will remain on sick leave.
- d) If an employee fails to submit a medical certificate when required within twelve (12) working days of his/her return to work, the days of absence shall be processed as leave without pay. The Board reserves the right to request a medical certificate prior to an employee's return to work in the case of a long term absence.

6:03 An employee who is injured in the course of duty and receives indemnity from the Workplace Safety Insurance Board shall be entitled to any difference between the amount of the award and the regular salary to the limit of the accumulated sick leave credit multiplied by the employee's daily rate.

6:04 Personal medical and/or dental appointments should normally be scheduled outside normal working hours where possible. Where such appointments cannot be scheduled outside normal working hours, the employee should endeavour to schedule the appointment to minimize work-time lost and should notify his/her immediate supervisor at least three (3) working days prior, except in emergency situations.

**ARTICLE 7 - VACATION LEAVE**

7:01 a) Accumulation of Leave

Permanent full-time employees shall accumulate annual leave on the following basis:

Continuous Service	Days Vacation Leave Per Month
0 - 5 years	1.25 days
6 - 7years	1.33 days
8 years	1.50 days

## CUPE Local 2357 – Collective Agreement

9 - 12 years	1.66 days
13 years	1.75 days
14 years	1.83 days
15 years	1.92 days
16 years	2.00 days
17+ years	2.08 days

- b) The parties agree that days will be rounded up to the next quarter (.25) days.
- c) Vacation leave days are earned at the appropriate rate above for each month worked in which an employee has received at least seven (7) days pay. Pregnancy/parental leave in accordance with the Employment Standards Act shall be credited with vacation leave days earned at the appropriate rate for each month on leave.
- d) Permanent part-time employees shall receive a pro-rated amount of annual leave based on (a) above.
- e) Causal and Term employees shall be paid a vacation pay allowance calculated at 4% of their gross earnings on a bi-weekly basis.

### 7:02 10 Month Employees

- a) Vacation leave entitlement described in Article 7:01 shall be used for Christmas and March Break.
- b) Additional vacation leave may be granted during Professional Activity days or during the school year. A minimum of thirty (30) calendar day notice must be given. Granting of such leave is subject to supervisor approval and operational requirements.

### 11/12 Month Employees

- a) Employees shall have the option of working during Christmas and/or March Break, subject to supervisors approval, facility availability and operational requirements.
- b) Additional vacation leave may be scheduled during the calendar year. A minimum of thirty (30) calendar days notice must be given. Granting of such leave is subject to supervisors approval and operational requirements.
- c) Where a make-up time program has been agreed to by the Board, 12 month employees may work additional hours at straight time.

The Principal and/or on site supervisor has the authority to approve annual leave up to 5 days, per request, during the academic school year. Any leave request above 5 days must be brought forward to senior management for approval.

- 7:03 Employees are encouraged to take vacation leave in the appropriate calendar year. With supervisor approval, employees who earn vacation leave credits may carry over a maximum of one (1) year's credit into the next calendar year. These credits must be used in their entirety in the subsequent year or they will be automatically paid out.

If the employee so chooses, they may opt to be paid out rather than accumulate vacation leave credits. A written request (carry over form) must be submitted to the Board by October 31<sup>st</sup>.

- 7:04 In order to maintain an efficient operation, the determination of summer vacation schedules shall be at the discretion of the Employer, subject to operational requirements. In this regard, 12 month employees are encouraged to take their vacation leave during the months of July and August and Employees must submit to their Supervisor by May 1st, the preferred vacation dates. Service with the Board shall be the determining factor where there is a conflict in vacation requests.
- 7:05 When the employment of an employee terminates for any reason, the employee or his/her estate shall be entitled to payment of wages, based on the employee's most recent salary, in lieu of earned but unused vacation.
- 7:06 When an employee requires emergency medical attention or is hospitalized while on vacation leave, there shall be no deduction from vacation credits for the period of time the employee required ongoing medical attention (of an emergency nature) or is hospitalized.
- 7:07 These absences, if approved, will be covered under Sick Leave provisions provided the hospitalization or emergency medical attention is substantiated by a medical certificate upon return from the scheduled vacation leave and provided the employee has sufficient sick leave credits to cover the absences.

## **ARTICLE 8 – LEAVES**

### **8:01 Special Leave:**

Special Leave may be granted to an employee of the Board up to a maximum of five (5) days in any calendar year. The following specified leave must be approved by the Superintendent:

- a) Emergency and compassionate reasons in the employee's household.
- b) Moving of employee's household (up to one (1) day per annum).
- c) Marriage leave (one (1) day).
- d) Child Care / Caregiver (up to two (2) days of leave per annum).

### **8:02 Personal, family and Community Leave:**

Personal, family and community leave for personal and family related reasons (one (1) day of leave per annum). This leave shall not be used before or after a statutory holiday or to extend the Christmas, March Break or Easter vacation periods.

Employees not using their personal leave day during the current calendar year may carry over a maximum of one (1) extra day which may be used concurrently in the next calendar year.

All requests under this article must include the general nature of request and be submitted in writing to the appropriate Superintendent for approval at least two (2) weeks prior to the date of the requested leave, except in emergency situations. The Superintendent may request additional information. All leave requests beyond these parameters will be reviewed on a case by case basis.

**8:03    SEMS**

The Board will continue utilizing the automated dispatch system (SEMS) for all absences for the applicable employee groups.

**ARTICLE 9 – LONG-TERM PERSONAL LEAVE WITHOUT PAY**

- 9:01    Personal leave without pay, not exceeding two years, and without loss of seniority, may be granted to employees who have a minimum of four (4) years of continuous permanent service with the Board, at the discretion of the Employer. Requests for such leave shall be made to the Superintendent of Human Resources, with a copy to the immediate supervisor. Requests for such leave shall be made in writing at least two (2) months in advance of the commencement of the leave and must set out the reasons for the leave. Where possible, the Employer shall reply to the request at least four (4) weeks prior to the commencement of the leave. Exceptions to these timelines may be made to deal with emergency situations. Employees who are granted personal leave in excess of thirty (30) calendar days shall be entitled to continue their benefit coverage, at full cost to the employee, and subject to the provisions of the insurance contract.
- 9:02    Annual leave shall not accrue during such leave. The Board agrees to place to the employee's credit, upon return to duty, the vacation leave credits which had been earned up to the time the leave of absence commenced.
- 9:03    Employees shall be reinstated following return from personal leave in the position that the employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the Employer.

**ARTICLE 10 - BEREAVEMENT LEAVE**

- 10:01    An employee shall be granted three (3) consecutive working days in the event of the death of the employee's mother, step-mother, father, step-father, mother-in-law, father-in-law, brother, sister, spouse, partner, child, step-child, grandchild, grandmother or grandfather.

- 10:02 An employee shall be granted one working day in the event of the death of the employee's uncle, aunt, son-in-law, daughter-in-law, brother-in-law, sister-in-law, nephew or niece.
- 10:03 In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Superintendent of Human Resources or his/her designate may grant additional bereavement leave.

## **ARTICLE 11 - LEAVE WITHOUT PAY FOR UNION BUSINESS**

### **11:01 General Leave**

- a) The Employer may grant, subject to operational needs, leave without pay to an employee(s) elected or appointed as an officer of the Union for the purpose of transacting business on behalf of the Union. Such leave must be requested, in writing, to the Superintendent of Human Resources a minimum of two weeks prior to the date of leave or as soon as possible in urgent situations.
- b) During the period of such leave, the Board shall maintain the salary and benefits of the employee and CUPE shall reimburse the Board 100% of the costs of salary. Where such leave exceeds twenty (20) consecutive working days, CUPE shall reimburse the Board for 100% of the costs of salary and benefits, including the Employer portion of the benefits. The billing shall normally be done on a monthly basis.

### **11:02 CUPE President Leave**

- a) The Employer shall grant a leave of absence without pay and without loss of seniority, to one employee elected or appointed to the position of CUPE President, on a permanent full-time or part-time basis. Such leave shall be renewed every two years upon request during his/her term of office. Such request shall be submitted to the Superintendent of Human Resources a minimum of six (6) weeks prior to the date of leave.
- b) During the period of such leave, the Board shall maintain the salary and benefits of the CUPE President and CUPE shall reimburse the Board 100% of the costs of salary and benefits, including the Employer portion of benefits.

### **11:03 Sick leave and Annual Leave**

Sick leave and annual leave shall continue to accumulate during the period of the leave of absence. Monthly sick leave reports must be submitted to the Human Resources Department. Annual leave which has accrued while on CUPE President leave must be taken prior to returning to employment with the Board. Annual leave which has accrued while on CUPE President leave and not taken prior to returning to employment with the Board must be reimbursed to the employee by the Union. For a period of two years, upon



return to employment, the Board shall place the employee in the position held prior to the leave if the position still exists and shall credit the employee with any annual leave accrued to the commencement of the leave. If the position doesn't exist, the employee shall be placed in a comparable position. Vacation leave will be adjusted in accordance with the employee's length of service upon return to employment.

## **ARTICLE 12 - PREGNANCY AND PARENTAL LEAVE**

### **12:01 Pregnancy Leave**

- a) Employees who are pregnant and who have been employed with the Employer for at least thirteen (13) weeks prior to the expected date of birth are entitled to take an unpaid pregnancy leave. The pregnancy leave is for a fifty-two (52) week period commencing on the date requested by the mother to commence leave or the date of birth (whichever is first).
- b) Pregnancy leave may be granted, subject to the approval of the Superintendent of Human Resources, to an employee who does not meet the requirements established above.
- c) Employees taking pregnancy leave must provide at least two (2) weeks written notice to the Employer advising of the date the leave is to begin. The date chosen for commencing leave must be no more than thirty-five (35) weeks prior to the expected date of birth as confirmed by the woman's physician.
- d) In the event of complications with the pregnancy or because of the birth, still-birth or miscarriage that occurs earlier than the expected date of delivery of the child, the employee must within two (2) weeks of stopping work, provide written notice to the Employer of the date the pregnancy leave will begin or has begun. The employee shall provide the Employer with a certificate from her physician stating the expected birth date of the child.
- e) Upon written request, pregnancy leave will be extended for a combined total of one (1) year. This leave may be further extended by up to one year subject to the Board's approval.
- f) The pregnancy leave of an employee ends fifty-two (52) weeks after the pregnancy leave began. If the employee wishes to return to work earlier, the employee shall provide the Employer with at least four (4) weeks written notice of the date of return. Employees are not required to return to work earlier than six (6) weeks from the date of delivery, still-birth or miscarriage.

### **12:02 Parental Leave**

- a) An employee who has been in the employ of the Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to an unpaid parental leave for up

to fifty-two (52) weeks following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time.

- b) Parental and Adoption leave may be granted, subject to the approval of the Superintendent of Human Resources, to an employee who does not meet the requirements established above.
- c) The employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin. In the event that the child comes into the custody, care and control of a parent for the first time sooner than expected, the employee is required to provide the Employer with such earlier date of leave. The parental leave begins on the day the employee stopped working.
- d) Employees who have taken a pregnancy leave and who wish to also take a parental leave must commence parental leave immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
- e) Fathers who wish to take a parental leave must commence such leave no more than fifty-two (52) weeks after the day the child was born.
- f) Parental leave ends fifty-two (52) weeks after it began or on an earlier date if the employee gives the Employer at least four (4) weeks written notice of that date.

12:03 General Provisions

- a) An employee who has given notice to begin pregnancy, parental or adoption leave may change the notice to begin leave upon giving the Employer at least two (2) weeks written notice.
- b) Employees entitled to the pregnancy and parental leave in accordance with the Employment Standards Act are entitled to continue participation in their employee benefits package. The Employer shall pay its share of the employee group benefits during pregnancy and parental leave in accordance with the Employment Standards Act, providing the employee pays her share of the premiums. Employees who are on extended leave beyond that provided by the Employment Standards Act may continue benefit coverage at 100% of the premium cost unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contribution during the leave period. Such notice must be received by the Employer within thirty (30) days of commencement of leave.
- c) Seniority in accordance with Article 18 of the collective agreement shall continue to accrue during pregnancy and parental leaves.
- d) Annual leave will accrue during a pregnancy and parental leave taken in accordance with the Employment Standards Act.

- e) Sick leave will not accrue during a pregnancy and parental leave.
- f) Employees taking leave in accordance with the Employment Standards Act shall be reinstated following return from pregnancy or parental leave in the position that the employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the Employer if the position no longer exists.
- g) Employees taking leave in excess of the Employment Standards Act shall be reinstated following return from pregnancy or parental leave in a comparable position at the rate equal to the wages most recently paid by the Employer if the position no longer exists to that held prior to commencing leave.

12:04 Pregnancy, Parental and Adoption Leave

Upon the confirmation by the Employment Insurance Commission of the appropriateness of the Board's Supplemental Employment Benefit (SEB) Plan, an employee who is on pregnancy and/or parental leave as provided under this Agreement, who is in receipt of Employment Insurance benefits pursuant to Section 11 of the Employment Insurance Act, as amended, shall be paid a Supplemental Employment Benefit.

Payments in respect of guaranteed remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced nor increased by payments received under the Plan.

**ARTICLE 13 - SELF-FUNDED LEAVE (X OVER Y PLAN)**

13:01 The X Over Y Plan has been developed to afford employees the opportunity of taking a one (1) year leave of absence without pay and, through deferral of salary, to finance the leave. The Plan allows an employee to work "X" years over a "Y" year period with one (1) year's leave in the final year of the Plan.

13:02 The employee, in application, shall indicate the "X" and "Y" components desired. However, the final determination of the "X" and "Y" components shall be made with the approval of the Superintendent of Human Resources and in accordance with the total Plan's requirement for a balance between leaves commencing and leaves returning.

13:03 Qualifications

Any employee having four (4) years continuous permanent service with the Board is eligible to participate in the Plan.

**13:04 Application**

- a) Applications for participation in the Plan must be filed no later than January 31st of the school year prior to the school year in which the Plan will commence.
- b) Written acceptance or denial for such application will be forwarded to the employee by May 1st of the school year prior to the school year in which the Plan commences.
- c) Acceptance of an employee's application will be at the sole discretion of the Board. Priority will be given to the requirements of the system, including staffing needs.

**13:05 Implementation of the Plan**

The financial arrangements for funding the year of leave shall be arranged by mutual agreement between the employee and the Board:

- a) Each employee in the Plan shall sign an agreement with the Board. The agreement shall specify the terms and conditions agreed to by the employee and the Board.
- b) An account will be established with Your Credit Union for each participant in the Plan. The money to be deducted from each participant's bi-weekly pay will be deposited to this account where it shall be retained and accumulate interest until the year of the leave or dissolution of the agreement between the Board and the employee.
- c) During the year of leave, the employee shall withdraw accumulated funds in the employee's account. Subject to the conditions of the insurance carrier, an employee may continue coverage of existing benefits in accordance with Article 24 for the year of leave under this Plan by paying 100% of the premiums.

**13:06 Terms of Reference**

- a) The Board shall endeavour to place the employee, upon return to duty, in a position equivalent to that held at the commencement of the leave of absence.
- b) Leave taken under the Plan shall be treated as a year of experience for seniority purposes only.
- c) An employee may withdraw from the Plan effective August 31st, by giving written notice to the Employer by the preceding April 1st, except in the calendar year in which the leave is due to commence, in which case the written notice must be given by the preceding January 1st.
- d) Where it can be demonstrated to the Board by an employee who is a participant in the Plan, that a financial emergency exists, the notice period shall be waived and the accumulated funds shall be released to the employee within sixty (60) days. In the

case of the death of an employee who is a participant in the Plan, the accumulated funds shall be paid to the employee's estate, providing the consents or releases required have been obtained.

**13:07 Revenue Canada Contingencies**

- a) The present method for making income tax deductions shall continue. Any changes to this method are dependent upon a ruling from Revenue Canada that the income deferral scheme contemplated herein may be acceptable to Revenue Canada.
- b) The amount of income tax to be deducted at source will only be computed on the reduced salary with the agreement of the Union and the participating employee and after the receipt of a ruling of Revenue Canada and of its terms. The participating employee will be required to enter into an agreement with the Board to indemnify and save the Board harmless against all claims or demands or other forms of liability against the Board by any person that may arise out of or by reason of, deductions made or payments made in accordance with this Article.

**ARTICLE 14 - LEAVE FOR WITNESS AND JURY DUTY**

- 14:01 In the event that an employee is required to appear for jury duty, or, as a witness in a court case to which the employee has been summoned but in which he/she is not one of the accused, such employee shall not suffer any loss in pay, benefits, leave or seniority.

The employee will notify the Employer of his/her jury or witness notice within one day of receipt of such notice. Furthermore, the employee will provide proof of the amount of time spent on jury duty or as a witness.

In the event an employee is required to serve as a court witness in a case on behalf of the Employer, such employee shall do so without loss of pay and will be compensated for all receipted parking fees, travel and per diem as per Board Policy.

**ARTICLE 15 - PAID HOLIDAYS**

- 15:01 The following shall be recognized as paid holidays and shall be paid for at the employee's regular rate subject to 15:02 below:

- New Year's Day
- First Monday in August
- Day after New Year's Day
- Labour Day
- Good Friday
- Thanksgiving Day
- Easter Monday
- Christmas Day
- Queen's Birthday

- Boxing Day
- Canada Day
- Family Day

- 15:02 When any of the said holidays falls on a Saturday or Sunday, the Employer shall have the choice of granting an alternative day off with pay, or an additional day's pay.
- 15:03 Where an employee is required to work on any of the above paid holidays, he/she shall be compensated at the rate of one and one half (1.5) times his/her regular straight time rate of pay. In addition, the employee will receive one (1) working day off with pay at a time mutually agreed upon.

#### ARTICLE 16 - EMPLOYEE BENEFIT PLAN

- 16:01 Full-time employees and permanent part-time employees whose regular work week is twenty-five (25) hours or more shall be entitled to benefits as outlined in the Group Insurance Plan Booklet.
- a) The Board and the CUPE 2357 agree to continue the benefits provisions as outlined in the current Group Insurance Plan Booklet of the Board. These benefits include extended health (including hospital room coverage), life, accidental death and dismemberment, vision and dental provisions.
  - b) The Board agrees to pay eighty-five (85%) percent of the benefit costs. The employees agree to pay fifteen (15%) percent of the benefit costs.
  - c) Part-time employees who meet the criteria specified by Ontario Legislation for eligibility for pension plans shall be given the option of joining OMERS plan. Eligible employees who decline to join the OMERS plan may only join at a later date subject to the applicable OMERS acts and regulations and may not join retroactively.

Part-time employees who regular work week is less than twenty five (25) hours shall be entitled to the following benefits:

- |   |                      |
|---|----------------------|
| a) GROUP LIFE INSURANCE PLAN & ACCIDENTAL DEATH<br>(2.5 x annual earnings or \$5,000) | 85% Paid by Employer |
| b) Extended Health Plan (Including Vision)  | 85% Paid by Employer |

NOTE: It is understood that, for the purpose of this article, regular full-time employees include regular employees on active payroll employed on a ten (10) month basis and who are laid off during July and August.

16:02 The employer will continue to pay its share of the benefits for the summer month(s) in which the employee is without pay providing the employee pays his/her share. The deductions for the months of layoff shall be made in equal installments during the months of May and June.

16:03 The Employer agrees to provide to the CUPE President, a copy of the plan text for the benefits.

## **ARTICLE 17 - PROBATIONARY PERIOD**

17:01 a) The probationary period for all newly hired employees shall be four (4) months.

b) After the completion of an employee's probationary period, his/her seniority shall be determined as per Article 18.

17:02 It is understood and agreed by the parties that probationary employees may be terminated at the sole discretion of the Employer. The probationary period of any employee may be extended for a further period of not more than sixty (60) days by mutual agreement.

## **ARTICLE 18 - SENIORITY**

### Permanent Employees

Seniority is a principle of granting preference to employees within the bargaining unit for promotion, demotion, transfer, lay-off and recalls after lay-off. Seniority shall operate on a bargaining-unit-wide basis. Seniority shall be based on the date of hire with the Employer.

18:01 All members of CUPE Local 2357 shall have their seniority counted as of the most recent date of hire as a permanent full or part-time employee in a bargaining unit position.

18:02 a) The seniority list will be posted on January 15th of each year and a copy will be sent to the Union. Any errors or discrepancies on the seniority list must be communicated in writing, within three (3) weeks of posting, to the Superintendent of Human Resources with a copy sent to the Union. The revised list shall be posted at each worksite and on the e-mail and a copy will be sent to the Union.

b) The list will include the employee's name, classification and date of hire.

c) In the event that lay-offs are required, the Board will issue an updated seniority list.

18:03 Same Seniority Date

In the event that two (2) or more employees share the same seniority date, and there is a requirement for a tie-breaker, the seniority will be determined as follows:

i) The employee's length of service in his/her current classification.

- ii) By lot drawn in the presence of the President of CUPE Local 2357 and the Superintendent of Human Resources or designate.

**18:04 Seniority Outside The Bargaining Unit**

The selections and promotions of employees to Board positions outside the bargaining unit are not governed by this agreement. In the event an employee is or has been promoted to any such position and is returned to a vacant position within the bargaining unit within twelve (12) months, he/she shall be credited with the seniority accrued before the period he/she was employed outside the bargaining unit and will continue his seniority upon being re-instated to the bargaining unit.

**18:05 Termination Of Seniority**

An employee shall not lose seniority rights if he/she is absent from work because of sickness, disability, accident or leave of absence approved by the Employer.

An employee shall lose his/her seniority and he/she shall be considered terminated in the event that:

- i) He/she is discharged and not reinstated through the grievance or arbitration procedures
- ii) He/she resigns in writing
- iii) He/she is laid off for a period longer than eighteen (18) consecutive months
- iv) He/she retires early or at the normal retirement age

**ARTICLE 19 - JOB POSTING**

**19:01 Staffing Vacant Positions**

In the event that the Board determines a vacancy exists or creates a new bargaining unit position, the Employer shall, within ten (10) working days, post notice of such vacancy electronically. Such notice shall be posted for five (5) working days except during July and August, when it will be posted for seven (7) working days. The deadline for the final posting shall end no later than the Friday prior to the last full week before school starts. A copy will be provided to the Union. Employees who have completed their probationary period may apply for the new position or vacancy.

**19.02 Notices of vacancies shall contain the following information:**

- i) job title
- ii) the nature of the position
- iii) qualifications
- iv) required knowledge, education and experience relative to the position
- v) wages or salary rate or range
- vi) location



vii) anticipated effective date, subject to revision

19:03 Within twenty (20) working days of the closing date, the Employer shall conduct interviews.

19:04 a) The parties recognize that job opportunity should increase in proportion to the length of service. Therefore, appointments, re-assignments or promotions shall be based on the following:

- i) qualifications and experience relative to the job
- ii) ability to perform the job
- iii) seniority - where qualification and ability are equal, seniority shall govern

Employees who wish to transfer laterally to the same type of position that they currently hold shall not be required to re-qualify. Should the Full Time Equivalency of the lateral transfer be increasing, a satisfactory reference shall be required from their current supervisor. "Same type of position" shall be identified as a multiple incumbent position which is described on the same job fact sheet. (i.e.: elementary office administrator). If a position has been described on another job fact sheet, the position is not a "same type of position".

b) Vacancies shall normally be filled within ten (10) days of appointment.

#### 19.05 Staffing Temporary Positions

a) Regular Full Time Employees:

Regular full-time employees may be considered for temporary vacancies, where the employer and the employee agree assignment to such temporary vacancy would be beneficial. The employee would revert to his/her former position at the end of the term, unless otherwise agreed to by the Union and the Board.

b) ECE, D.S., D.A. & S.A.A.

The Board may fill temporary vacancies that become available from September without posting. The Board may draw on candidates from either (a) above, or from a casual pool of candidates. All assignments thus filled will terminate at the end of the school year.

#### 19:06 EA Staffing Procedure

##### 1. Voluntary Transfer List

a) Any Educational Assistant may submit an application for a transfer, on the Educational Assistant Transfer Request Form, to the Human Resources

Officer (Non-Teaching) with a copy to the principal, at any time prior to April 15.

- b) A voluntary transfer is understood to be a request for a transfer where the Educational Assistant is forfeiting their right to stay in their current school. An Educational Assistant who has put their name forth as a voluntary transfer must accept a posted position, based on seniority, and cannot remove their name from said transfer list.
- c) Educational Assistants currently in the employ of the Board who apply for a voluntary transfer, and those Educational Assistants that have been declared surplus from their current location, shall be given priority placement in new and vacant positions prior to the placement of any new hire until the conclusion of the current transfer process.
- d) An Educational Assistant seeking to increase their FTE or an Educational Support Staff seeking to change their classification must place their name on the transfer list by April 15.
- e) Any increase in contractual status will be based on seniority as per Article 18. (For example, an employee hired in 2002 at .75 has the right to move into a 1.0 FTE prior to an employee hired in 2010, regardless of their FTE).

2. Surplus to School

- a) Where there is a reduction in the total Educational Assistant positions in a school, Educational Assistants will be declared surplus, subject to special qualifications (eg. Braille, ASL), based on their FTE status and seniority date as per Article 18.
- b) An Educational Assistant declared surplus to a school according to this Article shall be automatically placed on the transfer list. The immediate supervisor and employee shall be notified by email by the Human Resources department prior to May 15.
- c) An Educational Assistant declared surplus to a school has the right of first refusal for any position at their originating school until September 1 providing he/she has the qualifications for the positions.

3. EA Job Postings

- a) Each year, Human Resources will, in consultation with the Student Services department, determine the EA allocations for the upcoming academic year and will identify the vacant Educational Assistant positions.
- b) Vacant Educational Assistant positions (postings) shall be defined as those resulting from retirements, resignations, transfers, promotions, system expansion or the creation of new Educational Assistant positions. The postings shall state the location, the nature of the position and the FTE.
- c) A list of known vacancies will be posted electronically by May 15. A copy of the vacancy, transfer and surplus lists shall be provided to the President of the Union by this date. Positions created after May 15 will be staffed through the hiring of casual employees to these permanent positions. These positions will be posted, if they still exist, for the staffing process in the following year.

4. Process

- a) The staffing process will consist of two rounds.

Round 1:

All permanent Educational Assistants are eligible to apply to any posted vacancy and should contact Human Resources as indicated on the job posting. Employees must rank up to five (5) positions that they are interested in transferring to in order of preference. Those Educational Assistants that are surplus or on the voluntary transfer list may rank any of the vacancies that they are interested in moving to. If at the end of Round 1 they are placed, then they do not have the ability to participate in Round 2.

Round 2:

Any vacancies, including positions vacated from the first round of staffing will be filled by the placement of those employees remaining on the voluntary transfer and/or surplus list. Any remaining vacancies will be staffed by the hiring of new employees.

- b) A joint staffing committee consisting of equal representation from the Union and Board shall meet within 5 days of the closing of each round of staffing to oversee the placement of Educational Assistants into positions during the EA Staffing Process. Educational Assistants will be placed, in order of preference, as per Article 18 – Seniority.

- c) All transfers and placements will be confirmed by email to the employee and the Union by the Human Resources department.

5. Upon Completion of the EA Staffing Process

- a) Any Educational Assistants who were unsuccessful in securing a position due to lack of job opportunities will be subject to the provisions of Article 20 – Layoff/Recall.

19:07 ECE Staffing Procedure (FDK)

1. Voluntary Transfer List

- a) Any Early Childhood Educator may submit an application for a transfer, on the Early Childhood Educator Transfer Request Form, to the Human Resources Officer (Non-Teaching) with a copy to the principal, at any time prior to April 1<sup>st</sup>.
- b) A voluntary transfer is understood to be a request for a transfer where the Early Childhood Educator is forfeiting their right to stay in their current school. An Early Childhood Educator who has put their name forth as a voluntary transfer must accept a posted position, based on seniority, and cannot remove their name from the said transfer list.
- c) Early Childhood Educators currently in the employ of the Board who apply for a voluntary transfer, and those Early Childhood Educators that have been declared surplus from their current location, shall be given priority placement in new and vacant positions prior to the placement of any new hire until the conclusion of the current transfer process.

2. Surplus to School

- a) Where there is a reduction in the total Early Childhood Educator positions in a school, Early Childhood Educators will be declared surplus, subject to their seniority date as per Article 18.
- b) An Early Childhood Educator declared surplus to a school according to this Article shall be automatically placed on the transfer list. The immediate supervisor and employee shall be notified by email by the Human Resources department prior to April 30.
- c) An Early Childhood Educator declared surplus to a school has the right of first refusal for any position at their originating school until September 1.

3. ECE Job Postings

- a) Each year, Human Resources will determine the ECE allocations for the upcoming academic year and will identify the vacant Early Childhood Educator positions.
- b) Vacant Early Childhood Educator positions (postings) shall be defined as those resulting from retirements, resignations, transfers, promotions, system expansion or the creation of new Early Childhood Educator positions. The postings shall state the location.
- c) A list of known vacancies will be posted electronically by May 15. A copy of the vacancy, transfer and surplus lists shall be provided to the President of the Union by this date. Positions created after June 1 will be staffed through the hiring of casual employees to these permanent positions. These positions will be posted, if they still exist, for the staffing process in the following year.

4. Process

- a) All permanent Early Childhood Educators seeking a lateral transfer are eligible to apply to any posted vacancy and should contact Human Resources as indicated on the job posting.
- b) All transfers and placements will be confirmed by email to the employee and the Union by the Human Resources department.

5. Upon Completion of the ECE Staffing Process

- a) Any Early Childhood Educators who were unsuccessful in securing a position due to lack of job opportunities will be subject to the provisions of Article 20 – Layoff/Recall.

19:08 Trial Procedure

The successful applicant shall be placed on trial for a period of sixty (60) working days. Conditional on satisfactory service, the employee shall be declared permanent after the trial period of sixty (60) working days.

In the event the successful applicant proves unsatisfactory in the position at any time during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage/salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned also to his/her former position at any time,

wage or salary rate, without loss of seniority. Any new employee hired to fill such a vacancy and who has completed the probationary period shall be laid off unless another vacancy exists for which he/she is qualified; this employee would be subject to recall.

19:09 Office Administrators shall only be eligible to a lateral transfer during the following timeframes:

- a) End of a school year
- b) Christmas break
- c) March break
- d) Secondary Office Administrators, beginning of a semester

## ARTICLE 20 - LAY OFFS AND RECALLS

- 20:01 a) A lay-off shall be defined as a reduction in the work force due to a lack of work or a reduction of hours in the normal scheduled work week, as per the Employment Standards Act.
- b) The Employer may determine and modify from time to time staff complement and to implement layoffs and recalls and to hire new employees subject to the provisions specified herein.

### 20:02 Advance Notice

The Employer shall notify employees who are to be laid off in accordance with the following grid:

Time in Employment	Notice Period or Pay
Less than 3 months	0 weeks
More than 3 months	2weeks
More than 3 years	3 weeks
More than 4 years	4 weeks
More than 5 years	5 weeks
More than 6 years	6 weeks
More than 7 years	7 weeks
More than 8 years	8 weeks

Where the Employer fails to provide the above notice, payment in lieu of notice shall be given in accordance with the above grid.

- 20:03 a) In the event of a lay-off of employees becoming necessary, in any classification, this lay- off shall be carried out in such a manner as to maintain an efficient work force. Employees shall be laid off in the reverse order of their seniority, in that classification, provided that the employees retained to perform the work available during a lay-off shall be the employees who have the qualifications, experience

relative to the job and ability to do the work available and who are willing to perform the work required.

- b) An employee in receipt of a notice of layoff shall exercise his/her right to either of the following options in any order:
- i) displace the least senior Employee in the job classification, job level or lower job level; or
  - ii) accept the reduction in hours; or
  - iii) accept the layoff and be declared surplus

In no event can an Employee who has received a notice of layoff displace an Employee of greater seniority.

In all cases, an Employee who chooses to displace the least senior Employee must be qualified to perform the requirements of the position.

A seniority list for displacement purposes will be made available to the Union which includes name, job classification, FTE, location, seniority date and ranking.

20:04 An Employee who is or may be affected by a lay-off under this article shall indicate in writing to the Employer his/her choice within five (5) working days of receiving notice of the lay-off. The notice shall be deemed by the Employer to have been received by the Employee either on the date the notice is hand delivered or two (2) working days following the date the registered mail is sent out. In all cases an Employee shall be provided with five (5) working days in which to reply.

20:05 Surplus

- a) an employee shall be entitled to remain surplus and eligible for employment for a period of eighteen (18) months from the effective date of layoff;
- b) an employee is responsible for providing the Board with his/her most current contact information.
- c) the employee must apply to vacancies as per Article 19 - Vacancies and Job Postings in order to be considered for positions;
- d) an employee does not accrue vacation and sick leave credits;
- e) an employee may choose to maintain the benefit plan at the sole expense of the Employee.

When an Employee who is surplus accepts a temporary position, his/her rights as a surplus Employee will not be affected.

20:06 Recall from Summer Vacation

If an employee is not recalled after the summer vacation period, he/she can exercise his/her seniority rights under Article 20:04 above.

20:07 No new employee will be hired until a person who is on lay-off and who retains seniority has been given an opportunity for recall, provided that such person has the qualifications, experience relative to the job and ability to do the work in question.

20:08 Recall Procedure

Employees shall be recalled in the reverse order of their seniority.

20:09 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

**ARTICLE 21 - DISCIPLINE PROCESS**

21:01 (a) Just Cause

An employee who has completed his/her probationary period can be disciplined or discharged but only for just cause. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discipline or discharge.

(b) Right To Have A Steward Present

An employee shall have the right to have his/her steward present at any meeting with supervisory personnel involving disciplinary matters. The supervisor shall notify the employee in advance of the purpose of the meeting.

21:02 Discipline Record

The record of an employee shall not be used against him/her at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand as long as the employee has not incurred any further disciplinary action of a similar nature during this twelve (12) month period.

21:03 Documentation of a disciplinary nature shall not be placed on an employee's file without his/her prior knowledge.

21:04 Access to Personal File

Upon giving three (3) day's notice to the Human Resources Department an employee shall be allowed to review his/her personal file in the presence of a member of the Human Resources Department. The employee shall have the right to respond in writing to any document contained therein.



## ARTICLE 22 - GRIEVANCE PROCEDURE

22:01 For the purpose of this agreement it is agreed that Principals are the supervisors of all school support staff.

### 22:02 Complaints

It is the mutual desire of the parties that complaints of employees shall be dealt with as quickly as possible. Both parties agree that a grievance shall not be processed until the employee has discussed the issue with his/her immediate supervisor in an attempt to resolve the complaint. The supervisor shall reply immediately. The employee may have the assistance of a steward, if he/she so desires.

### 22:03 Definition of Grievance

A grievance under this Collective Agreement is defined as a complaint in writing by the Union or by an employee concerning the interpretation, application, administration or alleged violation of the terms of the collective agreement which has been dealt with pursuant to section 21:02.

22:04 The following procedure shall be adhered to in processing grievances:

#### STEP ONE:

The Union shall present the grievance in writing to the Superintendent of Human Resources within 10 working days of the date from which the Union became aware or ought to have become aware of the incident or circumstances giving rise to the grievance. The grievance shall contain the name of the grievor, the date upon which it was prepared, a concise statement of the nature of the complaint, the date upon which the action complained of occurred, the relevant Article and subsection of the collective agreement alleged to have been violated, the remedy sought and the signature of the grievor and/or the Union Steward. The Superintendent of Human Resources shall provide a written reply within fifteen (15) working days following receipt of the grievance.

#### STEP TWO:

If the grievance is not resolved at Step One, the Union may present the grievance to arbitration.

22:05 The Employer may submit a grievance to the Union within 10 working days from the date upon which the incident or circumstances giving rise to the grievance first occurred by sending the grievance to the Secretary of the Union. A meeting may be arranged between the parties to discuss the grievance. The Secretary of the Union shall reply within fifteen (15) working days of receipt of the grievance. If the grievance is not settled, the Employer may refer the grievance to an arbitration board as set out in Article

21 within ten (10) working days of the receipt of the decision. Similarly, the Union may submit a grievance, which directly affects the interest of the Union or a group of employees as a party to the collective agreement, it being understood that such grievance shall not deal with matters, which are properly the subject of an individual employee grievance. Such grievances shall be sent to Superintendent of Human Resources and the same limits and procedure will apply as for Employer grievances.

- 22:06 The parties agree that during the grievance process there shall be at least one meeting, initiated by either party, prior to submitting a grievance to arbitration. Failure to have a meeting does not preclude the grievance from proceeding to arbitration.
- 22:07 Grievances relating to discharge, suspension or lay off of an employee may be presented directly at Step Two of the grievance procedure within five (5) working days from the date upon which the incident or circumstances giving rise to the grievance first occurred. It is understood that the grievance shall be presented in writing and shall contain all of the information set out in Step One.
- 22:08 In the event that a complaint or grievance is not presented or processed within the prescribed time limits, it shall be deemed to have been withdrawn. Requests for an extension of timelines shall not be unreasonably denied.
- 22:09 The Employer agrees to recognize a union Grievance Committee consisting of not more than three (3) members. Payment shall be limited as specified in 22:10.
- 22:10 The grievor and his/her steward shall not suffer any loss in pay for time spent at grievance meetings with the Employer.
- 22:11 All investigation of grievances shall be conducted outside of the normal working hours.
- 22:12 In determining the time which is allowed in the various steps, Saturday, Sunday and Statutory Holidays shall be excluded.

## **ARTICLE 23 - ARBITRATION PROCEDURE**

- 23:01 Either party may refer a grievance to arbitration providing that the grievance has been properly processed through all of the requisite steps of the grievance procedure and within the prescribed time limits subject to article 22:08.
- 23:02 The party wishing to submit the grievance to arbitration shall make such request in writing, by registered mail, containing the name of that party's nominee to the Board of Arbitration, to the other party within fifteen (15) working days after the receipt of the reply at Step Two of the grievance procedure.

The recipient of the notice shall within fifteen (15) working days inform the other party in writing by registered mail, of the name of its nominee to the Board of Arbitration. The two nominees shall within fifteen (15) working days of the appointment of the second of

them, appoint a third party who shall be the chairperson of the Board of Arbitration. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a chairperson within the time limits prescribed herein, the appointment shall be made in accordance with the relevant provisions of the Ontario Labour Relations Act, as amended from time to time.

- 23:03 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is not a majority, the decision of the Chairperson governs.
- 23:04 No person may be appointed as a nominee or a chairperson to a Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.
- 23:05 The Board of Arbitration shall not have any authority to alter, modify, change, add to or detract from any of the provisions of this collective agreement or to substitute any new provisions in lieu thereof or to give any decision contrary to the provisions of this collective agreement or to provide a remedy applicable to the time prior to the date of the filing of the grievance.
- 23:06 Each of the parties to this collective agreement will pay the fees and disbursements of its nominee to the Board of Arbitration, and will share equally the fees and disbursements of the Chairperson.
- 23:07 Any time limits set in both the Grievance and Arbitration Procedure may be extended by mutual agreement in writing.
- 23:08 Single Arbitration
- The Parties may, by written mutual agreement, appoint a single arbitrator chosen jointly to deal with any arbitration matter in lieu of an Arbitration Board.
- 23:09 Notwithstanding the procedures above, either party may request access to expedited arbitration under the Ontario Labour Relations Act as amended from time to time.

## **ARTICLE 24 – COMMITTEES**

### **24:01 Joint Occupational Health and Safety Committee**

The parties agree that there shall be established a Joint Occupational Health & Safety Committee (J.O.H.S.C.) to comply with the provisions of the Ontario Occupational Health & Safety Act. Members of the Joint Committee shall not suffer any loss in pay for time spent at J.O.H.S.C. meetings.

**24:02 Joint Consultation Committee**

- a) A committee known as the Joint Consultation Committee shall be established by the parties.
- b) The Committee shall consist of equal representation of the Employer and the Union. Additional resource persons may be invited to attend as required to deal with the specific subject matters under discussion.
- c) The Committee will have authority to make recommendations only, and it is understood that those recommendations shall not alter or modify the collective agreement and shall not be subject to the grievance procedure.
- d) The Committee shall meet at the request of either party, but not more than once per month, subject to an agreed agenda, the subject matter of which is appropriate for consideration by the JCC.
- e) Committee members shall not suffer any loss in pay for time spent at meetings of the Joint Consultation Committee. Additional resource persons will not suffer loss of pay provided they have received approval from the Superintendent of Human Resources to attend such meetings.
- f) The parties will maintain their own record of topics discussed and of action to be taken as a result of these discussions.

**24:03 Return to Work Committee**

- a) The parties agree that a representative from the Union will be involved in all meetings where an employee is returning from LTD or WSIB leave.

**24:04 Union Bargaining Committee**

- a) The Employer agrees to recognize a Union Bargaining Committee of not more than five (5) members of the Union. The Union will advise the Employer of the names of the members of the Committee.
- b) Bargaining will normally be held during regular working hours.
- c) Members of the Union Negotiating Committee shall not suffer any loss in pay or benefits for time spent at negotiation meetings with the Employer's negotiating committee.

24:05 Professional Development and Training

The Parties acknowledge the important skills and expertise that education support workers contribute to Ontario's publicly funded schools and their commitment to improving student achievement.

The Parties agree that:

- Valuable professional development and training is informed by research and done in partnership with colleagues;
- Members of the Bargaining Unit shall participate in Board-directed professional development and training.

The Ottawa Catholic School Board and CUPE 2357 have jointly agreed to a philosophy which encourages professional development for all members.

CUPE 2357 is recognized as an equal participant in the Supports Staff Professional Development Committee with proportional representation.

Professional Development opportunities shall be provided in accordance with the recommendations of the Support Staff Professional Development Committee.

24:06 Professional Development

- a) Professional development refers to an activity which is likely to be of assistance to the individual in furthering the individual's career and/or job effectiveness while being consistent with the Board's goals. The following activities shall be deemed to be part of career development:
  - i) A course given by the Employer;
  - ii) A course offered by a recognized academic institution;
  - iii) A seminar, convention or study session in a specialized field directly related to the employee's work.
- b) Upon written application by the employee to the Superintendent of Staff Development and with the approval of the immediate supervisor, professional development leave (whether offered locally or in other locations) may be granted by making application on the appropriate form entitled "Application for Funding Professional Development Activities – Administrative & Support Staff (CUPE 2357).
- c) Employees who are on career development leave at the request of the Employer shall be on leave with pay and shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.
- d) The Union shall be provided with a list of the names of applicants, dates of application, courses requested and final determination of candidates.

## ARTICLE 25 – COMMUNICATIONS

### 25:01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Superintendent of Human Resources or designate and the President of the Union or designate, except as otherwise provided for in this agreement.

### 25:02 Bulletin Boards

The Employer will provide suitable space at each school/work locations for the posting of Union notices pertaining to elections, appointments, meetings and other functions.

### 25:03 Reports from the Employer

- a) The Employer agrees to provide the Union within ten (10) working days following the end of the month, with a monthly list of hirings, terminations, resignations, layoffs, recalls, transfers, promotions, retirements and deaths within the bargaining unit.
- b) The Employer also agrees to communicate to the Union in writing positions, which become redundant in the month in which the redundancy occurs.

## ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

### 26:01 Pay Days

Pay day for employees in the bargaining unit shall be on the Thursday of every second week.

On each pay day, each employee shall be provided with an itemized statement of his/her wages and other supplementary pay and deductions through IMenu.

### 26:02 a) Experience Increments

Full and part-time employees shall receive for experience increments, on an annual basis, up to the maximum of their salary scale as follows:

- i) If their hire date or date of promotion is the 15th of the month or prior to the 15th of the month, the experience increment date shall be the 1st of that month.
- ii) If their hire date or date of promotion is after the 15th of the month, the experience increment date shall be the 1st of the next month.

- b) A person hired into a bargaining unit position shall normally be placed at the start rate for his/her pay grade.

26:03 Rate of Pay on Promotion or Reclassification

An employee promoted or reclassified to a higher paying position shall be paid at a higher rate of salary than his/her previous rate effective upon assignment.

26:04 Acting Pay

- a) Where an employee is required, in writing, by the Employer to perform the majority of the duties of a higher position within the bargaining unit classification on an acting basis for a period of ten (10) or more consecutive working days, he/she shall be paid acting pay calculated from the date of appointment to the higher classification level as if he/she had been appointed to that higher classification level for the period in which he/she acts.
- b) When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.

26:05 Travel Allowance

- a) Itinerant Staff and LTST's who are authorized to use their vehicle in order to perform work on behalf of the Board, shall be paid mileage from their home base, which shall be deemed to be the Board office (CEC building), to their assigned work location and return if required. Mileage shall be paid in accordance with the rate established by the Board.
- b) ECE/EDP who are authorized to use a vehicle in order to perform work on behalf of the Board excluding travel to and from their place of work may claim mileage in accordance with the rate established by the Board.
- c) Existing staff who are involuntarily assigned to two (2) work locations shall be reimbursed for one (1) way travel to the second location and travel time shall be considered to be time worked.
- d) Employees who are required to attend workshops and training sessions outside the jurisdiction of the Board will be compensated for travel.
- e) No employees will be required to transport students in their personal vehicle.

26:06 Taxi Allowance

When an employee works beyond 9:00 p.m. on approved overtime, he/she shall be reimbursed for taxi fare from the place of work to the employee residence to a maximum of \$25.00.

**ARTICLE 27 - JOB SECURITY**

27:01 In order to provide job security for the members of the bargaining unit, the Employer agrees that there shall be no lay-off or any reduction of salary of present employees, as a result of contracting out.

27:02 Volunteers may be used to enhance the services provided by the Board. Further, they will not be used to reduce the staff assigned to each school nor shall they be used to take work away from members of the bargaining unit.

**ARTICLE 28 - NO STRIKES OR LOCKOUTS**

28:01 The Union and the employees agree that there shall be no strikes, as defined in the Ontario Labour Relations Act, during the term of this collective agreement. Similarly, the Employer agrees that there shall be no lockouts, as defined in the Ontario Labour Relations Act, during the term of this collective agreement.

**ARTICLE 29 – GENERAL**

29:01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of the Agreement and his/her rights and obligations under it. For this reason, the Employer shall make the agreement available electronically.

29:02 Personal Services

The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each employee and shall not include personal services for a supervisor.

**ARTICLE 30 - TERMS OF AGREEMENT**

30:01 Duration

This agreement shall be binding and remain in effect from September 1, 2014 up to August 31, 2017 and shall continue from year to year thereafter, unless either party gives notice in writing that it desires its termination or amendment.



**30:02 Notice to Bargain**

Either party desiring to propose changes to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party. Within thirty (30) working days of receipt of such notice by one party, or at such time as mutually agreed upon, the other party is required to enter into negotiations for a new agreement. The parties agree to exchange their proposals on or before the first meeting date.

**30:03 Changes in Agreement**

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this contract. Such changes shall form part of the collective agreement and are subject to grievance and arbitration procedures. Such changes shall not take effect until ratified by the parties.

**30:04 Retroactivity**

All changes in the new Agreement shall be effective on the date of signing, unless otherwise specified.

**ARTICLE 31 - TECHNOLOGICAL CHANGE**

31:01 In this Article “Technological Change” means the introduction by the Employer of equipment or material of a different nature than that previously utilized that will result in major changes in the employment status or working conditions of Union members.

31:02 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employers operations. Where technological change is to be implemented, the Employer will seek reasonable ways and means of minimizing adverse effects on employees which might result from such change.

31:03 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ninety (90) days written notice to the Union of the introduction or implementation of technological change.

31:04 As soon as reasonably practicable after notice is given under clause 31:03, the Employer shall discuss with the Union the anticipated effects of the technological change referred to in clause 31:01 on each group of employees. Such discussions will include, but not necessarily be limited to, the following:

- a) the nature and degree of change;
- b) the anticipated date or dates on which the Employer plans to effect change;
- c) the location or locations involved;

- d) the approximate number, class and location of employees likely to be affected by the change;
  - e) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.
- 31:05 a) When, as a result of technological change, it is determined by the Employer that an employee requires new skills or knowledge in order to perform the duties of his/her substantive position, the Employer will provide the necessary training at no cost to the employee. The parties recognize that it may not be possible to retrain employees in all cases of technological change. If after a period of six months in the new position, the employee is unable to perform the duties required for that position, the Employer shall endeavour to place the employee in an alternative position for which the employee is deemed to be qualified and capable to perform the job.
- b) When, as a result of technological change, it is determined by the Employer that an employee is not suitable for retraining or that a job will cease to exist, the following shall apply:
- i) the employee shall be placed in suitable alternative employment, if available, or
  - ii) the provisions of Article 20 shall apply.

## **ARTICLE 32 – JOB DESCRIPTIONS/JOB EVALUATIONS**

- 32:01 The employer agrees to draw up and maintain on file, job descriptions for all positions for which the Union is the bargaining agent. Copies will be provided to the union.

Furthermore, on a go forward basis the Employer will provide the Union with a highlighted copy of all changes that have occurred since the last description was sent.

- 32:02 When a new job is created or substantially changed and it has been referred to the joint job evaluation committee for review and action and when the committee is unable to reach consensus, the position in dispute shall be referred to the job evaluation consultants as appointed by each party. The two consultants shall consider the issue and bring forward a recommendation for the consideration and action of the committee.

## **ARTICLE 33 - JOB CREATIONS PROGRAM**

- 33:01 The Board agrees to notify the Union of any Job Creation program that it intends to implement which impacts the bargaining unit membership. The Employer shall notify the Union of the terms and conditions of the Job Creation program and shall ensure that Union dues are deducted as applicable.

## **ARTICLE 34 - SALARY GRID**

Salary grid for September 1, 2014 to August 31, 2017.

<b>LEVEL</b>	<b>POSITION TITLE</b>
1	Receptionist
2	
3	Clerk - Accounts Payable, Accounts Receivable, Benefits, Finance, Maintenance, Payroll, Print/Mailroom, Continuing Education LBS (1 10 month) ESL Assistant Office Administrator - .5 Elementary Admin Assistant – Student Success Dept. (includes: Early Learning Services, Educational Programs, Leading & Learning) Planning & Facilities (includes: Coordinator, Manager, Community Use of Schools, Planning) Learning Technology Continuing & Community Ed. (includes: Principal; and Adult High School, ESL Adult Schools) Spec. Ed. & Student Services Finance & Admin Dept. (Purchasing)
4A	Clerk - Continuing Education, Cost Control Office Administrator – 11 or 12 Month Secondary Administrative Assistant – Principal, Spec. Ed & Student Services – ESL & Credit Program, Continuing Education-St. Nicholas – Maintenance and Operations – On-line Technical Support Administrator – St. Nicholas – Leading & Learning – Maintenance & Operations
4B	Educational Assistant Intervenor Special Assignment Assistant
5	Developmental Assistant Office Administrator - Elementary - Intermediate Schools - Guidance- Student Services (Secondary) Clerk - General Accounting, Senior Payroll Itinerant Educational Assistant (Autism; Behaviour) (Speech & Language) (SEL) Library Technician - Elementary - High School Admin Assistant Cont. & Comm. Ed. (Credit Program)
6	Communication Assistant Client Support Specialist Senior Office Administrator – Adult HS – Secondary Schools Learning Technology System Technician Interpreter LAN Support Specialist Pension Administrator Clerk - Senior Accounting, Senior Finance
7	Developmental Specialist

## CUPE Local 2357 – Collective Agreement

**September 1, 2016 to January 31, 2017**

LEVEL	MTHS	STEP 1		STEP 2		STEP 3	
		HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
<b>1</b>	12	19.801	36160	20.632	37677	21.497	39257
	11	19.801	32573	20.632	33940	21.497	35363
	10	19.801	29801	20.632	31051	21.497	32353
<b>2</b>	12	21.262	38828	22.153	40455	23.084	42155
	11	21.262	34976	22.153	36442	23.084	37973
	10	21.262	31999	22.153	33340	23.084	34741
<b>3</b>	12	22.031	40232	22.956	41921	23.920	43682
	11	22.031	36241	22.956	37763	23.920	39348
	10	22.031	33157	22.956	34549	23.920	36000
<b>4</b>	12	23.884	43616	24.888	45449	25.934	47360
	11	23.884	39289	24.888	40941	25.934	42661
	10	23.884	35945	24.888	37456	25.934	39031
<b>4B</b>	10	25.294	38067	26.297	39577	27.344	41153
<b>5</b>	12	25.492	46552	26.562	48506	27.677	50543
	11	25.492	41934	26.562	43694	27.677	45529
	10	25.492	38365	26.562	39976	27.677	41654
<b>6</b>	12	29.879	54564	31.132	56852	32.438	59237
	11	29.879	49151	31.132	51212	32.438	53361
	10	29.879	44968	31.132	46854	32.438	48819
<b>7</b>	12	30.723	56105	32.012	58459	33.356	60913
	11	30.723	50539	32.012	52660	33.356	54871
	10	30.723	46238	32.012	48178	33.356	50201

### EARLY CHILDHOOD EDUCATORS

Grid Step	MTHS	HOURLY	ANNUAL
Letter of Permission	10	18.725	28181
Qualified 0 years experience	10	20.291	30538
Qualified 1 years experience	10	21.846	32878
Qualified 2 years experience	10	23.412	35235
Qualified 3 years experience	10	24.967	37575
Qualified 4+ years experience	10	26.533	39932

## CUPE Local 2357 – Collective Agreement

**February 1, 2017 to August 31, 2017**

LEVEL	MTHS	STEP 1		STEP 2		STEP 3	
		HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
<b>1</b>	12	19.900	36341	20.735	37865	21.604	39452
	11	19.900	32736	20.735	34109	21.604	35539
	10	19.900	29950	20.735	31206	21.604	32514
<b>2</b>	12	21.368	39021	22.264	40658	23.199	42365
	11	21.368	35150	22.264	36624	23.199	38162
	10	21.368	32159	22.264	33507	23.199	34914
<b>3</b>	12	22.141	40433	23.071	42131	24.040	43901
	11	22.141	36422	23.071	37952	24.040	39546
	10	22.141	33322	23.071	34722	24.040	36180
<b>4</b>	12	24.003	43833	25.012	45676	26.064	47597
	11	24.003	39485	25.012	41145	26.064	42875
	10	24.003	36125	25.012	37643	26.064	39226
<b>4B</b>	10	25.420	38257	26.428	39774	27.481	41359
<b>5</b>	12	25.619	46784	26.695	48749	27.815	50795
	11	25.619	42143	26.695	43913	27.815	45756
	10	25.619	38557	26.695	40176	27.815	41862
<b>6</b>	12	30.028	54836	31.288	57137	32.600	59533
	11	30.028	49396	31.288	51469	32.600	53627
	10	30.028	45192	31.288	47088	32.600	49063
<b>7</b>	12	30.877	56386	32.172	58751	33.523	61218
	11	30.877	50793	32.172	52923	33.523	55145
	10	30.877	46470	32.172	48419	33.523	50452

## EARLY CHILDHOOD EDUCATORS

Grid Step	MTHS	HOURLY	ANNUAL
Letter of Permission	10	18.819	28323
Qualified 0 years experience	10	20.392	30690
Qualified 1 years experience	10	21.955	33042
Qualified 2 years experience	10	23.529	35411
Qualified 3 years experience	10	25.092	37763
Qualified 4+ years experience	10	26.666	40132

**ARTICLE 35 - MEDICAL PROCEDURES**

- 35:01 An Employee providing medical procedures as a function contained within the core duties of their job description shall do so in accordance with the Ministry of Education directives, Policy Program Memorandum (PPM) 81 or subsequent revisions.
- 35:02 No Employee shall perform any medical or physical procedure, health support service or personal care that might in any way endanger, pose a risk of injury, or liability for negligence to the Employee.
- 35:03 Where possible, the Board will secure training for Employees who are required to perform medical procedures. In addition, protocols will be developed to support Employees in the performance of medical procedures.
- 35:04 Where possible, an Employee has the right to be accompanied by another employee when performing medical procedures.

**LETTER OF UNDERSTANDING**

**Sick Leave Gratuity (former Ottawa Sector Employees Grandparented)**

The Board and the Union agree that former Ottawa Roman Catholic School Board CUPE Local 2357 members whose employment was transferred to the Ottawa Catholic District School Board as of January 1, 1998, and who had an entitlement for a sick leave gratuity in accordance with the CUPE Local 2357 Collective Agreement will continue to be eligible for the payment of such sick leave gratuity in accordance with the terms outlined in the CUPE Local 2357 Collective Agreement for the period of January 1, 1996 to December 31, 1997 and the Memorandum of Agreement on Sick Leave Gratuity of December 15, 1997.

It is understood by both parties that the sick leave gratuity shall apply only to the following employee: Joanne Laframboise.

**LETTER OF UNDERSTANDING**

**Elementary Library Technicians Supervision**

It is understood that every effort will be made by elementary schools to use their Library Technicians for supervision purposes outside of the Learning Commons, only in situations where the safety of the students is an issue.

**LETTER OF UNDERSTANDING**

**Amalgamation**

In the event that the Ottawa Catholic District School Board amalgamates with any other School Board, the Ottawa Catholic District School Board will make every reasonable effort to secure continued employment for CUPE 2357 staff, who were in its employ at the time of amalgamation, on terms and conditions of employment which are as similar as possible to those existing prior to amalgamation.

The Board will meet with the Union to discuss any proposed mergers.

**LETTER OF UNDERSTANDING**

**Early Childhood Educators**

The parties hereby recognize that the full-day Kindergarten program is mandated and controlled by the Ministry of Education.

Whereas the Union is the bargaining agent for Early Childhood Educators, the parties hereby recognize that the following terms and conditions shall apply to their employment with the Board for the period September 1, 2014 to August 31, 2017:

## CUPE Local 2357 – Collective Agreement

The grid and rate of pay, as determined by the Ministry is as follows:

### September 1, 2016 to January 31, 2017

<b>Grid Step</b>	<b>MTHS</b>	<b>HOURLY</b>	<b>ANNUAL</b>
Letter of Permission	10	18.725	28181
Qualified 0 years experience	10	20.291	30538
Qualified 1 years experience	10	21.846	32878
Qualified 2 years experience	10	23.412	35235
Qualified 3 years experience	10	24.967	37575
Qualified 4+ years experience	10	26.533	39932

### February 1, 2017 to August 31, 2017

<b>Grid Step</b>	<b>MTHS</b>	<b>HOURLY</b>	<b>ANNUAL</b>
Letter of Permission	10	18.819	28323
Qualified 0 years experience	10	20.392	30690
Qualified 1 years experience	10	21.955	33042
Qualified 2 years experience	10	23.529	35411
Qualified 3 years experience	10	25.092	37763
Qualified 4+ years experience	10	26.666	40132

As the above grid and rates of pay set by the Ministry of Education are outside of the collective agreement, and the job description has been created in accordance with the duties required by the Ministry, the parties agree that for the remainder of the term of the collective agreement, articles 32:01 and 32:02 will not apply.

Should the full-day Kindergarten program no longer exist, the Board will give past service recognition to any bargaining unit employee who held a permanent position prior to September 1, 2010. Employees will be eligible to return to a comparable position in their respective job classification, based on seniority.

The parties agree that matters arising regarding this Memorandum of Agreement or any matters pertaining to the implementation of the full-day Kindergarten program will be discussed at Joint Consultation Committee meetings.



## LETTER OF UNDERSTANDING

### Elementary Office Administrator Support

The parties agree to implement a pilot for additional hours of support for Office Administrators. The hours shall be assigned as follows:

<b><u>School Enrollment</u></b>	<b><u>Additional Hours of Support</u></b>
0-200	6 hours per week
201-375	9 hours per week
376-550	15 hours per week
551-749	20 hours per week
749+	35 hours per week

The recommended model would be to bring in casual support over the lunch hour for a 3 hour period. For example a school with 376-550 students would book a regular casual OA from 11:00 – 2:00 p.m. daily if needed. In consultation with the OA, other arrangements can be made, for example, having someone come in one day a week for 6 hours in a school with a population of less than 200.

The purpose of this pilot project is to address many identified needs that have come from OA and Principal input. The use will vary by school but here are some possible uses:

- Allow the OA to have lunch with colleagues and not require student or Principal coverage of the office during that time period
- Allow the OA to take a block of time to be away from the front desk to attend to tasks that are best accomplished without interruption, ie. Processing and reconciling deposits, orders, etc.
- Allow the OA or the casual to have time each week to dedicate to school communications such as the school website, social media posts, electronic newsletters
- Allow the OA to meet with another OA at their school to review procedures and provide or receive coaching
- Allow the OA or the casual to have dedicated time to address transportation issues such as seat availability
- Allow the OA to have dedicated time to work on Ministry reports or to obtain assistance in working on ministry reports
- Allow the OA to meet with central staff for professional development and to obtain additional training in areas such as technology, online payments, etc.

If the additional support is not needed on a weekly basis, then the hours can be banked for use at a later time. Unused hours will be made available to other schools that may have unique demands or issues that require additional support.

The new pilot replaces all of the other supports that were in place. The funding from the other supports will be built-in to the new model of support for schools.

Only OAs that are on the Board casual OA list and who have submitted all of their paperwork for employment can be called in for support. Principals have discretion to call in anyone from this list. The Principal can assign the casual office administrator to any task that would normally fall under the role of an office administrator.

The pilot will be reviewed by the end of June 2017. Any continuation of the pilot would require the support of both parties.

The parties agree that this pilot will be implemented upon the signing of this Letter of Understanding.

### **LETTER OF UNDERSTANDING**

#### **Lateral Transfer**

A lateral transfer within the meaning of article 19:04 shall be defined as a transfer within a job classification and at the same equivalency (ie: .25 FTE to .25 FTE; .5 FTE to .5 FTE; .75 FTE to .75 FTE; 1.0 FTE to 1.0 FTE).

In order to provide opportunity to members within the bargaining unit but in the same classification, if a position becomes available and the members within that job classification requesting the lateral transfer have the same equivalency of their current position, based on seniority, they may be laterally transferred to that position.

In order to provide opportunity to members within the bargaining unit but in a different classification, if the member has the required qualifications, the successful candidate will be determined based on the criteria outlined in Article 19 – Job Posting.

### **LETTER OF UNDERSTANDING**

#### **Maintenance of Pay Equity**

The parties agree to meet within 90 days of ratification to have meaningful discussions around the Employers obligations under maintenance provisions of the Pay Equity legislation as per the Ontario Pay Equity Act (1988).

The Parties will meet during the month of November each year, for the purpose of maintaining Pay Equity unless another date is mutually agreed.

All aspects of Pay Equity Maintenance will be done by a joint committee comprised of union and board representatives.

## **LETTER OF UNDERSTANDING**

### **OMERS Pension Contributory Earnings**

The Board will continue to follow the regulations and guidelines as provided to us by the OMERS Pension Plan.

The parties will continue to be bound by any and all amendments to the OMERS pension plan.

## **LETTER OF UNDERSTANDING**

### **Use of Part-time Educational Assistants**

In the annual staffing exercise, the Board will staff schools first with full-time Educational Assistants (EAs). For any remaining part-time FTE allocations, the Board may assign part-time EAs.

For example, a school with an allocation of 3 FTE will be staffed with three 1.0 FTE EAs. If a school has an allocation of 1.75 FTE, there will be the need to use a 1.0 FTE and a .75 FTE.

The Board will only create EA allocations in a school that result in two (2) positions of less than 1.0 FTE in exceptional circumstances. For clarity, a school allocation may end in .25 but no EA FTE at the school will be a .25. This shall not result in a decrease in the number of 1.0 FTE Educational Assistants.

Where the Board and the Union determine an “exceptional circumstance” exists the parties agreed that ratio of .75 FTE to 1.0 FTE positions shall never exceed 28% which represent the current ratio (ie: no more than 28 positions per 100 1.0 FTE).

This Letter of Understanding will be implemented for the staffing exercise for the 2016-2017 school year.

## **LETTER OF UNDERSTANDING**

### **Extended Day ECEs**

The parties agree that for the duration of the current CUPE 2357 collective agreement, the following variances will apply to the Extended Day ECE's.

#### **Hours of Work**

- a) The regular work day shall not commence before 6:30 a.m., and finish no later than 6:30 p.m.
- b) A full day shall be considered 7 hours in length and a half day shall be considered 4.5 hours in length.
- c) A full day will consist of a split, except when a program located is running on a PD Day, school holiday or during the summer months.



**Break Periods**

- a) Employees working continuously for a period of three and one half (3.5) hours will be entitled to a fifteen (15) minute rest period.

**Work Year**

- a) All extended day programs operate ten (10) months per year. On a site by site basis, locations may operate during the summer months.
- b) Where the Extended Day program operates on a PD day and/or school holiday, Extended Day ECE's shall be required to work. Where the enrollment at a program location does not require staff to work and/or the program is not running on said days, annual leave shall be taken.
- c) Staff will be given at least two weeks notice should an extended day program not be running during a PD day and/or school holiday.

**Staffing Procedure for July and August and during program closures**

- a) Permanent Extended Day ECE staff assigned to a program location shall have first right of refusal to work throughout the summer months at their regular program location.
- b) Should a vacancy become available in a program location, all permanent Extended Day ECE staff will have the right to apply for the vacancy. Positions will be filled by seniority.
- c) Should a program location not be open during a PD day and/or school holiday, permanent Extended Day ECE staff will have the first right of refusal to available hours within a different program location.

**Salary Scale**

**September 1, 2016 to January 31, 2017**

<b>Grid Step</b>	<b>MTHS</b>	<b>HOURLY</b>	<b>ANNUAL</b>
Letter of Permission	10	18.725	28181
Qualified 0 years experience	10	20.291	30538
Qualified 1 years experience	10	21.846	32878
Qualified 2 years experience	10	23.412	35235
Qualified 3 years experience	10	24.967	37575
Qualified 4+ years experience	10	26.533	39932

**February 1, 2017 to August 31, 2017**

<b>Grid Step</b>	<b>MTHS</b>	<b>HOURLY</b>	<b>ANNUAL</b>
Letter of Permission	10	18.819	28323
Qualified 0 years experience	10	20.392	30690
Qualified 1 years experience	10	21.955	33042
Qualified 2 years experience	10	23.529	35411
Qualified 3 years experience	10	25.092	37763
Qualified 4+ years experience	10	26.666	40132

All other articles of the CUPE 2357 Agreement shall apply.

**LETTER OF UNDERSTANDING**

**Article 19:06 -Transfer Process Pilot (EAs)**

The parties agree to implement a Transfer Process Pilot for Educational Assistants (Article 19:06). This pilot will be in effect for the 2016-2017 transfer process. A committee with equal representation from both parties will be struck to review the pilot by November 30<sup>th</sup>, 2016. Any continuance of the pilot project would require the support of both parties. Should the committee fail to finalize the review or fail to agree on a transfer process prior to the start of the established timelines as currently outlined in Article 19:06, the current language will remain. The parties agree that this Transfer Process Pilot may be implemented upon the signing of this Letter of Understanding.

**LETTER OF UNDERSTANDING**

**Casual Seniority**

A seniority list for casual employees shall be established by date of hire. This letter of understanding expires on August 30, 2017.

**LETTER OF UNDERSTANDING**

**Absence Reporting (ECE-EDP)**

Within 90 days of ratification of the agreement, a working group will be established consisting of equal representation from both parties to review the process for absence reporting for ECE-EDP's.

**LETTER OF UNDERSTANDING**

**Staffing of McHugh Programs**

The parties agree that educational assistant vacancies in the McHugh program do not follow the regular transfer process. This is in recognition of this system position being associated with two school Boards and serving students of both the Ottawa Catholic School Board and the Ottawa Carleton District School Board.

McHugh positions are system positions that may result in the movement of staff from one location to another over the course of the school year, based on program and student needs.

The parties agree that when a vacancy becomes known, the Human Resources Department would post an expression of interest to the system. Positions will be posted on the Board intranet.

All applicants will be considered and qualified applicants will be interviewed based on seniority. Unsuccessful applicants may request a debrief. If the position is not offered to any of the interviewed permanent employees, then the position will be filled with a casual employee.

## **CUPE Local 2357 – Collective Agreement**

The selected educational assistant would be hired on a one year term and their position at their home will be held for them, with a casual staff member replacing them for year one.

After year one the educational assistant would have the option of returning to their home school pending regular surplus determination.

If the educational assistant chooses to remain at McHugh, they give up their home school position, which becomes a vacancy and is now filled by a permanent educational assistant as per the regular transfer process.

Any educational assistant working in a McHugh program may participate in the yearly transfer process to obtain a position at another school.