COLLECTIVE AGREEMENT

BETWEEN

OTTAWA CATHOLIC DISTRICT SCHOOL BOARD
EarlyON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2357-02

FOR THE PERIOD

APRIL 19, 2024 TO AUGUST 31, 2026

sp:sepb/cope

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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 three (3) 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.

5. School Year

a) The school year is the ten-month (up to 196 working days) period from September to June inclusive; two (2) terms: September to January, February to June.

b) The employer will endeavour, where financially viable, to offer the Summer EarlyON hours, to a maximum of 18 hours per site.

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 the Union as the sole and exclusive collective bargaining agent for all EarlyON Supervisors and EarlyON Assistant Supervisors in Early Learning Services of Ottawa Catholic School Board save and except superintendents and those above the rank of superintendent.

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 Lockouts
> 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 term employees:

a) 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. This amount is prorated to the employees' FTE assignment.

b) 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.

c) All 10-month term assignments terminate at the end of the school year.

d) Those who are employed for a minimum of three (3) months in one assignment as replacement for a specific employee who is absent due to pregnancy/parental leave, extended sick leave, Workplace Safety Insurance Board leave, approved leave of absence with or without pay, as required by the Employer. The term may be extended

to a maximum total of one (1) year with the mutual consent or agreement of the Employer, the Union and the term employee.

e) 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 Membership

a) 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) Contact Information

The employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work email, and, if available, personal email.

The list will also indicate the employee's worksite and employment status (such as full time, part time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic format to the Union contact designated by the Local Executive on a quarterly basis.

c) No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or the employee's 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, lay-off, 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 No Harassment

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from workplace harassment.

2:05 Remittance of Union Dues

a) The Employer agrees to deduct from each employee covered by this collective agreement any dues, 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 2357-2 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, 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, fees and/or special assessments by the Employer pursuant to this Article.

d) The Union shall notify the Employer of any changes to dues, 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.

2:06 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.

2:07 Stewards

a) The Employer acknowledges the right of the Union to appoint not more than a total of two (2) stewards from various areas. The Union shall notify the employer in writing of the name of each steward and their area of responsibility before the employer shall be required to recognize them.

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 thirty-five (35) hours per week. The normal workday for permanent part-time employees shall be scheduled by the Employer.

c) The regular workday shall not commence before 6:30 a.m., and finish no later than 6:30 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 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.

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 workday 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

EarlyON Supervisors and EarlyON Assistant Supervisors: The school year (approximately ten (10) months) plus two (2) days, to be scheduled at the discretion of the Superintendent of Human Resources or designate, 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 reinstatement shall be paid at the employee's regular rate of pay.

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 Reporting Pay

A CUPE 2357-2 member/employee shall be compensated at the appropriate daily rate (pro-rated when applicable) normally earned in the event that the CUPE 2357-2 member/employee has reported to a work assignment on a day that school was closed by inclement weather, any other emergency, or when the CUPE 2357-2 member/employee has reported to work as a result of an error on the part of the Board.

ARTICLE 5 – OVERTIME

5:01 All overtime must be authorized in advance by the employee's appropriate supervisor (Early Learning Services Assistant District Supervisor) and forwarded for payment.

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 their 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 weekday 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 September 30th of each year a request for cash payment for such unused overtime.

5:09 Time Off in Lieu of Overtime

Overtime must be pre-approved by the supervisor in advance of the overtime hours being worked. Time off taken in lieu of overtime may be taken on a mutually agreed-upon basis between the employee and the OCSB. Where possible, the time off is to be taken when the employee does not need to be replaced. If the employee requests to use banked time in lieu when a replacement is required, they must give their supervisor 30 days' working notice. Such time off will be the equivalent of the premium rate the

employee has earned for working overtime. As per the ESA (Employment Standards Act), time in lieu should be taken within 3 months of the week it is earned. It may be taken within 12 months if the request is made in writing to the Superintendent of Human Resources.

ARTICLE 6 - SICK LEAVE

6:01 An employee is eligible for sick leave with pay when they are unable to perform their 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 accordance with the Attendance Support Guidelines as follows: in excess of five (5) consecutive working days, certifying the reasons why the employee was unable to carry out their duties. The Board may request this medical confirmation in accordance with Article C6.1h Appendix C Medical Certificate. 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 they will be absent for a period of two (2) weeks or more, the employee may be required to provide a medical confirmation 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 their 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 without deduction from sick leave to a maximum of four (4) years and six (6) months.

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 an appointment to minimize work-time lost and should notify their immediate supervisor at least three (3) working days prior, except in emergency situations.

ARTICLE 7 - VACATION LEAVE

7:01 Accumulation of Leave

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

Continuous Service	Days Vacation Leave Per Month
0 - 4 years	1.25 days
5 - 7 years	1.50 days
8 - 10 years	1.67 days
11 years	1.75 days
12 – 14 years	2.00 days
15+ 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.

d) Permanent part-time employees shall receive a prorated amount of annual leave based on (a) above.

e) Annual vacation leave days listed above shall be taken for Christmas Break and March Break. Any annual vacation leave days earned in excess of the days required

to cover the Christmas Break and March Break school closures will be paid out each year in November after the school year ends.

f) Casual and Term employees shall be paid a vacation pay allowance calculated at 4% of their gross earnings on a bi-weekly basis and 6% after 5 years of employment.

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7:02 10 Month Employees

Vacation leave entitlement described in Article 7:01 shall be used for Christmas and March Break. Any annual vacation leave days earned in excess of the days required to cover the Christmas Break and March Break school closures will be paid out each year in November after the school year ends.

7:03 When the employment of an employee terminates for any reason, the employee or their estate shall be entitled to payment of wages, based on the employee's most recent salary, in lieu of earned but unused vacation.

7:04 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.

7:05 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 and must be approved by the Superintendent of Human Resources or designate:

a) Emergency and compassionate reasons in the employee's household.

b) Moving of an employee's household (up to one (1) day per annum).

c) Marriage leave (one (1) day per annum).

d) Child Care / Caregiver (up to two (2) days of leave per annum).

On an exceptional basis an application can be made to the Superintendent of Human Resources for consideration of the moving and or marriage day to be used for emergency reasons.

8:02 Short Term Paid Leave for Indigenous Employees

Indigenous employees are able to use existing short term paid leave as per 8:01 for the purposes of:

a. Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and

b. Attendance at Indigenous cultural/ceremonial events.

For clarity, provisions with regard to the number of days of short term paid leave shall remain status quo at a maximum of five (5) days per school year.

8:03 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. Only in exceptional circumstances may this be approved by the Superintendent of Human Resources.

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

8:04 Leaves as per ESA

An employee will be granted a leave without pay for leaves as per the Employment Standards Act (ESA), as amended from time to time, which includes the following leaves;

Family Medical Leave
Organ Donor Leave
Critical Illness Leave
Child Death Leave
Crime-Related Child Disappearance Leave
Domestic or Sexual Violence Leave
Reservist Leave
Further details of these leaves can be found through the Employment Standards Act (ESA).

ARTICLE 9 – LONG-TERM LEAVE WITHOUT PAY

9:01 Leave without pay may be granted for one year at a time but, 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 leave allocation, 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 a rate equal to the wages most recently paid by the Employer.

9:04 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.

9:05 During a leave, it is the employee's responsibility to contact the administrator of the benefit trust for Medical/Dental and Group Life Insurance to determine eligibility. The employer will provide costing for other benefits (i.e. OMERS, LTD if applicable), should the employee choose to participate.

ARTICLE 10 - BEREAVEMENT LEAVE

10:01 Permanent employees shall be provided with three (3) consecutive regularly scheduled workdays' bereavement leave without loss of salary or wages immediately upon the death of or to attend a funeral for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.

10:02 An employee shall be granted one working day in the event of the death of the employee's uncle, aunt, 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 their 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) 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 three years upon request during their term of office. Such requests 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 of the CUPE President and CUPE shall reimburse the Board 100% of the costs of salary and 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 or longer 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, stillbirth 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, stillbirth 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 or longer 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 one (1) month's written notice, where possible, 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 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 parental leave must commence such leave no more than seventy-eight (78) 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 a 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 a 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.

Maternity Benefits/SEB Plan

A full-time and part-time employee taking a leave under this article, who is subject to a waiting period of one (1) week before receiving employment insurance benefits, shall receive an allowance. This allowance shall be in the same amount as 100% of salary for the one (1) week period.

a) A full-time and part-time permanent employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for an additional five (5) and a further eleven (11) weeks at 75% of salary immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

b) Full-time and part-time permanent employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.

c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.

d) Full-time and part-time permanent employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.

e) Employees completing a long-term supply assignment of 6 months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.

f) Employees not defined above have no entitlement to the benefits outlined in this article.

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 an 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 the employee 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 their jury or witness notice within one (1) 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.

An employee who is required to be in attendance in a personal legal proceeding shall be able to use vacation leave or be granted leave without pay.

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
> Day after New Year's Day
> Family Day
> Good Friday
> Easter Monday
> Queen's Birthday
> Canada Day
> First Monday in August
> Labour Day
> Thanksgiving Day
> Christmas Day
> Boxing 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, they shall be compensated at the rate of one and one half (1.5) times their 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

a) Full-time employees and permanent part-time employees whose regular work week is twenty-five (25) hours or more shall be entitled to the LTD benefits as outlined in the Group Insurance Plan Booklet.

b) The Board agrees to pay eighty-five (85%) percent of the LTD 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.

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 LTD benefits for the summer month(s) in which the employee is without pay providing the employee pays their share. The deductions for the months of layoff shall be made in equal instalments 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 five (5) months.

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

c) Employees who have completed their probationary period may apply for a new position or vacancy.

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.

17:03 Performance Appraisals

Performance Appraisals shall be undertaken in accordance with the Board's recognized Performance Appraisal process.

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 2357-2 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 electronically 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 layoffs 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, seniority will be determined as follows:

a) The employee's length of service in their current classification.

b) 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, the employee shall be credited with the seniority accrued before the period they were employed outside the bargaining unit and will continue their seniority upon being reinstated to the bargaining unit.

18:05 Termination Of Seniority

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

An employee shall lose their seniority and the employee shall be considered terminated in the event that the employee:

a) is discharged and not reinstated through the grievance or arbitration procedures

b) resigns in writing

c) is laid off for a period longer than twenty-four (24) consecutive months

d) retires early or at the normal retirement age

ARTICLE 19 - JOB POSTING

19:01 Staffing Permanent 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 a 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.

19.02 Notices of vacancies shall contain the following information:

a) job title
b) the nature of the position
c) qualifications
d) required knowledge, education and experience relative to the position

e) wages or salary rate or range
f) location
g) 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 opportunities 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

b) 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.

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

d) Employees who have completed their probationary period may apply for a new position or vacancy.

e) In matters of promotion and staff transfer, successful employees need not be considered for other vacancies or transfers within a one (1) year period unless an opportunity arises which allows the employee to change their permanent status.

19:05 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, the employee shall be returned to their former position, wage/salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to their former position at any time,

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

ARTICLE 20 - LAYOFFS AND RECALLS

20:01

a) A lay-off shall be defined as a reduction in the workforce 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	2 weeks
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 workforce. 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 layoff 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 their 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 their 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 twenty-four (24) months from the effective date of layoff;

b) an employee is responsible for providing the Board with their 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, their 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, the employee can exercise their 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 layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 21 - DISCIPLINE PROCESS

21:01 Just Cause

a) An employee who has completed their probationary period can't be disciplined or discharged except 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 their 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

a) The record of an employee shall not be used against an employee 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. If no further disciplinary action of a similar nature occurs during this twelve (12) month period, all documents are removed upon request from the employee. However, documents related to harassment or abuse (including sexual or physical misconduct of any kind) shall not be removed.

b) An employee shall have the right to place any relevant documents in the employee's Human Resource file which has been omitted.

c) Information in an employee's Human Resources file shall be treated as confidential. Access to and disclosure of any personal information on an employee shall be governed by the provisions of the Municipal Freedom of Information and Protection Act.

d) Where the Employer is required to furnish information on an employee to an outside agency or college association by a court order or legislative requirement, the employee will be immediately notified that this information has been requested and has been or will be provided.

21:03 Documentation of a disciplinary nature shall not be placed on an employee's file without their prior knowledge. An employee shall receive a copy of any document placed on their file which may raise an issue of concern with respect to performance or be detrimental to the employee.

21:04 Access to Personal File

Upon giving a request to the Human Resources Department an employee shall be allowed to review their personal file in the presence of a member of the Human Resources Department within a reasonable time frame mutually agreed upon. 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 the Early Learning Services Assistant District Supervisors are the supervisors of EarlyON 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 their immediate supervisor in an attempt to resolve the complaint. The supervisor shall reply within two (2) working days. The employee may have the assistance of a steward, if they so desire.

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 procedures shall be adhered to in processing grievances:

STEP ONE:
The Union shall present the grievance in writing to the Superintendent of Human Resources within ten (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 ten (10) working days following receipt of the grievance.

STEP TWO:
If the grievance is not resolved at Step One, the Union will present the grievance at Step Two. A meeting shall be held within ten (10) working days of the response of Step Two, unless extended by agreement of the parties.

It is understood that the (designated for either party) may have such counsel and assistance as they may desire at such a meeting. The decision of the OCSB shall be delivered in writing within ten (10) working days following the date of such meeting.

STEP THREE:
If the grievance is not resolved at Step two, the Union within ten (10) working days following the decision in Step two, 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 ten (10) 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 23 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 the Superintendent of Human Resources and the same limits and procedures 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 that has completed the probationary period 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. The Union reserves the right to file a grievance related to the termination of a probationary employee that is arbitrary, discriminatory or in bad faith. 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 their 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 provided 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 ten (10) working days after the receipt of the reply at Step Two of the grievance procedure.

The recipient of the notice shall within ten (10) 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 ten (10) 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 – UNION BARGAINING COMMITTEE

a) The Employer agrees to recognize a Union Bargaining Committee of not more than two (2) 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. The Employer agrees to pay for four (4) days of coverage during bargaining.

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.

25:04 On commencing employment in a position within the bargaining unit, the representative designated by the Union will be given an opportunity to meet privately with each new employee during the first year of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours at a time mutually agreed between the Employer and the Union. The employee shall not incur loss of pay for this (30) thirty minutes.

25:05 Legal Indemnity

The employer agrees to provide appropriate legal counsel in accordance with the Board Policy in those situations arising directly from the responsible discharge of official duties by employees or resulting from the carrying out of official order(s). This article shall not be deemed to authorize or condone the commission of any unlawful action or act of negligence by the employee. The Employer will not pay such cost in any case where guilt is established in a court of law or thereof findings of negligence in a court of law.

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 for the duration of the school year.

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

26:02 Experience Increments

a) 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 their pay grade.

26:03 Rate of Pay on Promotion or Reclassification

An employee promoted or reclassified to a higher paying position shall be paid the next higher step closer to the employee's current rate of pay of their new substantive salary level.

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, the employee shall be paid acting pay calculated from the date of appointment to the higher classification level as if the employee had been appointed to that higher classification level for the period in which the employee acts.

b) When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

26:05 Travel Allowance

a) Mileage shall be paid in accordance with the rate established by the Board. Employees are expected to plan their route/travel to the schools assigned on any given day as efficiently as possible to keep mileage costs at a minimum. Travel Allowance is subject to audit.

b) EarlyON employees who are authorized to use a vehicle by the Manager of Early Learning Services or designate 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 to 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.

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 their 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 ratification up to August 31, 2026, 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 their 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 34 - SALARY GRID

Salary grid for April 19, 2024, to August 31, 2026.

See attachment A

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.

Signed electronically by the parties

FOR THE UNION	FOR THE EMPLOYER
Cynthia Steeves (2026-11-04 09:02:25 EST)	Deborah Kealey (2026-11-04 10:01:01 EST)
Cynthia Steeves **President**	**Deborah Kealey** **Superintendant of HR**
F.Meledoro (2026-11-04 13:14:59 EST)	C. Lucia Cianci (2026-11-04 10:04:57 EST)
Francine Melodoro **Vice President**	**Lucia Cianci** **HR Assistant Manager**
Nicole Lavigne (2026-11-04 09:25:49 EST)	Lisa Schimmens (2026-11-11 09:56:52 EST)
Nicole Lavigne **Steward**	**Lisa Schimmens** **Associate Director**
	Candace Boucher (2026-11-06 09:41:22 EST)
Justin Doré **National Representative**	**Candace Boucher**

APPENDIX “A”

Wage Grid				
April 19, 2024	**Entry**	**Step 1**	**Step 2**	**Step 3**
Supervisor	$28.16	$30.15	$32.13	$34.36
Assistant Supervisor	$25.90	$26.53	$27.47	$28.49

Wage Grid				
September 1, 2024	**Entry**	**Step 1**	**Step 2**	**Step 3**
Supervisor	$29.19	$31.15	$33.13	$35.36
Assistant Supervisor	$26.90	$27.53	$28.47	$29.49

Wage Grid				
September 1, 2025	**Entry**	**Step 1**	**Step 2**	**Step 3**
Supervisor	$30.16	$32.15	$34.13	$36.36
Assistant Supervisor	$27.90	$28.53	$29.47	$30.49

sp:sepb/cope491
April 24, 2028

LETTER OF UNDERSTANDING
Seniority and Job Security: Protected Complement

This letter of agreement is agreed to on a with prejudice and precedent basis to the position of the parties and will expire on August 30, 2026.

The parties agree that: All EarlyON Supervisors and EarlyON Assistant Supervisor who were employed on the date of certification, April 19, 2024, will be permanent employees. EarlyON Supervisors and EarlyON Assistant Supervisors who were employed on the date of certification, but who did not have regularly scheduled hours of work will be considered temporary employees. Seniority will be based on date of hire.

The parties agree that for the purposes of establishing the initial FTE count for the protected complement outlined under Part A – Central Agreement LOU #3, one FTE will equal 35 hours per week. Any EarlyON Supervisor or EarlyON Assistant Supervisor who works fewer than 35 hours per week will be considered to be holding a fraction of an FTE.

The parties agree to use the Membership list dated September 30th, 2026.

The parties agree that the starting protected complement will be 4.89 FTE inclusive of all EarlyON Supervisors and EarlyON Assistant Supervisors as per the membership list of September 30th, 2026.

Signed electronically by the parties

FOR THE UNION	FOR THE EMPLOYER
Cynthia Steeves (2026-11-04 09:02:25 EST)	Deborah Kealey (2026-11-04 10:01:01 EST)
Cynthia Steeves	**Deborah Kealey**
F.Meledoro (2026-11-04 13:14:59 EST)	C. Lucia Cianci (2026-11-04 10:04:57 EST)
Francine Melodoro	**Lucia Cianci**
Nicole Lavigne (2026-11-04 09:25:49 EST)	Lisa Schimmens (2026-11-11 09:56:52 EST)
Nicole Lavigne	**Lisa Schimmens**
Justin Doré	Candace Boucher (2026-11-06 09:41:22 EST)
Justin Doré	**Candace Boucher**

sp:sepb/cope491