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# **APPENDIX I**

## **CUPE – PART A: CENTRAL TERMS**

### **C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT**

#### **C1.1 Separate Central and Local Terms**

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

#### **C1.2 Implementation**

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

#### **C1.3 Parties**

a) The parties to the collective agreement are the school board or school Authority and the union.

b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

#### **C1.4 Single Collective Agreement**

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

### **C2.00 DEFINITIONS**

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

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

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

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

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

### **C3.00 LENGTH OF TERM/NOTICE TO BARGAIN**

#### **C3.1 Term of Agreement**

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

#### **C3.2 Term of Letters of Agreement/Understanding**

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

#### **C3.3 Amendment of Terms**

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

#### **C3.4 Notice to Bargain**

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, notice to bargain centrally shall be in accordance with

Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.

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

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

#### **C4.00 CENTRAL DISPUTE RESOLUTION PROCESS**

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

##### **C4.1 Statement of Purpose**

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

##### **C4.2 Parties to the Process**

- a. There shall be established a Central Dispute Resolution Committee (“The Committee”), which shall be composed of equal

representation of up to four (4) representatives each of the employer bargaining agency and employee bargaining agency (“the central parties”), and up to three representatives of the Crown. The Committee will be co-chaired by a representative from each bargaining agency. All correspondence to the committee will be sent to both co-chairs.

- b. The Central Parties and the Crown will provide a written list of representatives appointed to the Committee with contact information every September. Any changes in representation will be confirmed in writing.
- c. A local party shall not be party to the CDRP, or to the Committee, except to the extent its interests are represented by its respective central party on the Committee.
- d. For the purposes of this section, “central party” means an employer bargaining agency or employee bargaining agency, and “local party” means an employer or trade union party to a local collective agreement.

#### **C4.3 Meetings of the Committee**

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

#### **C4.4 Selection of Representatives**

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

#### **C4.5 Mandate of the Committee**

The mandate of the Committee shall be as follows:

- a. Dispute Resolution

A review of any dispute referred to the Committee respecting the interpretation, application, administration, alleged violation, or

arbitrability of central terms in the agreement, for the purposes of determining whether the dispute might be settled, withdrawn, referred to mediation/arbitration as a formal grievance, or referred to the local grievance procedure in accordance with this section.

b. Not Adjudicative

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

**C4.6 Role of the Central Parties and Crown**

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

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

b. The Crown shall have the following rights:

- i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.

ii. To participate in any matter referred to arbitration.

iii. To participate in voluntary mediation.

**C4.7 Referral of Disputes**

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

**C4.8 Carriage Rights**

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

**C4.9 Responsibility to Communicate**

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

**C4.10 Language of Proceedings**

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

ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.

c. Arbitration decisions and settlements that may have an impact on French language school boards shall be translated accordingly.

#### **C4.11 Definition of Dispute**

a. A dispute can include:

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

#### **C4.12 Notice of Disputes**

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

a. Notice of the dispute shall include the following:

i. Any central provision of the collective agreement alleged to have been violated.

ii. The provision of any statute, regulation, policy, guideline, or directive at issue.

iii. A comprehensive statement of any relevant facts.

iv. The remedy requested.

#### **C4.13 Referral to the Committee**

a. A central party that has a dispute regarding the interpretation, application, administration, alleged violation, or arbitrability of a central term, shall refer it forthwith to the Committee by notice of

dispute to the co-chair of the other central party, with a copy to the Crown, but in no case later than thirty (30) working days after becoming aware of the dispute. Where the responding party wishes to provide a written response prior to the committee meeting, that response shall be forwarded to the other Central party and the Crown.

- b. The Committee shall conduct a review of the dispute. The Committee will meet to review the dispute within twenty (20) working days or at the next scheduled meeting of the Committee.
- c. If the dispute is not settled or withdrawn, within twenty (20) working days of the Committee meeting, the central party submitting the dispute may:
  - i. Continue informal discussions; or
  - ii. Refer the dispute back to the local grievance procedure
- d. If the dispute remains unresolved for longer than sixty (60) working days the dispute may be referred as a grievance. Once referred as a grievance the parties may:
  - i. Refer the grievance to Voluntary Mediation or Expedited Mediation
  - ii. Refer the grievance to Arbitration.

#### **C4.14 Timelines**

- a. Timelines may be extended by mutual consent of the parties.
- b. Working days shall be defined as Monday through Friday excluding statutory holidays.

- c. Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.
- d. Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

#### **C4.15 Voluntary Mediation /Expedited Meditation**

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

- h. The mediator shall have the authority to assist the parties in a mediated resolution to the grievance.
- i. Each party shall prepare a mediation brief to assist the mediator, which shall include the following:
  - A short description of the grievance.
  - A statement of relevant facts.
  - A list of any relevant provisions of the collective agreement.
  - Any relevant documentation.
- j. The description of the grievance and the relevant facts shall not be typically longer than two pages.
- k. The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.
- l. The responding party shall provide their brief no later than five (5) days prior to the scheduled review.
- m. The Crown may provide a brief no later than two (2) days prior to the review.
- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

#### **C4.16 Arbitration**

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #7. Arbitrators on the list will be used in rotation, based on availability. On mutual

agreement, the parties may add to or delete from the list during the term of the agreement, as required.

- d. The Parties shall select an arbitrator from the list to subject to their availability to hear the matter within eighteen (18) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within eighteen (18) months the parties shall appoint a mutually agreed to arbitrator who is available within eighteen (18) months.
- e. The central parties may refer multiple grievances to a single arbitrator.
- f. The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

## **C5.00 BENEFITS**

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

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

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

Post Participation Date, the following shall apply:

**C5.1 Eligibility and Coverage**

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

**C5.2 Funding**

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

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

**C5.3 Cost Sharing**

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

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

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

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

#### **C5.5 Payment in Lieu of Benefits**

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

#### **C5.6 Benefits Committee**

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

## **C5.7 Privacy**

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

## **C6.00 SICK LEAVE**

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

#### **Definitions:**

The definitions below shall be exclusively used for this article.

**"Full year"** refers to the ordinary period of employment for the position.

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

**"Long Term Supply Assignment"** means, in relation to an employee,

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

**"Casual Employees"** means,

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

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

**“Fiscal Year”** means September 1 to August 31.

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

**a) Sick Leave Benefit Plan**

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

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

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

**b) Sick Leave Days Payable at 100% Wages**

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

**d) Eligibility and Allocation**

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

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

**Permanent Employees**

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

Where a permanent Employee is accessing sick leave and/or the short-term disability plan in a fiscal year and the absence continues into the following fiscal year for the same medical condition, the permanent Employee will continue to access any unused sick leave days or short-term disability days from the previous fiscal year's allocation.

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

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

### **Employees on Long-Term Supply Assignments**

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

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

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

### **e) Refresh Provision for Permanent Employees**

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

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

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

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

**f) WSIB & LTD**

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

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

**g) Graduated Return to Work**

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

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

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

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

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

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

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

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

#### **h) Proof of Illness**

##### **Sick Leave Days Payable at 100%**

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

##### **Short-Term Disability Leave**

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

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

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

**i) Notification of Sick Leave Days**

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

**j) Pension Contributions While on Short Term Disability**

**Contributions for OMERS Plan Members:**

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

**Contributions for OTPP Plan Members:**

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

**k) Top-up Provisions**

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

This top-up is calculated as follows:

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

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

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

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

**l) Sick Leave to Establish EI Maternity Benefits**

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

**C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

**C7.1 Preamble**

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

**C7.2 Membership**

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

**C7.3 Co-Chair Selection**

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

**C7.4 Meetings**

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

#### **C7.5 Agenda and Minutes**

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

#### **C7.6 Without Prejudice or Precedent**

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

#### **C7.7 Cost of Labour Relations Meetings**

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

### **C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES**

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

### **C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS**

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

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

### **C10.00 CASUAL SENIORITY EMPLOYEE LIST**

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

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

**Negotiations Committee**

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

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

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

**C12.1 Family Medical Leave or Critical Illness Leave**

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

accordance with g) to j)), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short-term disability plan.

#### **Supplemental Employment Benefits (SEB)**

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

#### **C13.00 MERGER, AMALGAMATION OR INTEGRATION**

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

#### **C14.00 SPECIALIZED JOB CLASSES**

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

Where a school board determines that an evaluation is necessary, and where the compensation package for the position is determined to be below the local market

value outside of the education sector, as evidenced by a local market value assessment, the applicable school board may adjust the base wage or salary rate for the position following a discussion between the local Parties.

#### **C15.00 PROFESSIONAL ACTIVITY DAYS**

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

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

**APPENDIX A**

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

## **APPENDIX B**

### **Sick Leave Credit-Based Retirement Gratuities (where applicable)**

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

### **Other Retirement Gratuities**

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

**APPENDIX C - Medical Certificate**

**PART 1**

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

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

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

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

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

First Day of Absence:

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

Date of Assessment:  
**dd mm yyyy**

No limitations and/or restrictions

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

**For limitations and restrictions, please complete Part 2.**

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

**PART 2 – Physical and/or Cognitive Abilities**

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

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

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

Please identify the assessment tool(s) used to determine the above abilities ( <i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i> ).	
Additional comments on <b>Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:</b>	
<b>Health Care Professional: The following information should be completed by the Health Care Professional</b>	
From the date of this assessment, the above will apply for approximately:  <input type="checkbox"/> 1-2 days <input type="checkbox"/> 3-7 days <input type="checkbox"/> 8-14 days <input type="checkbox"/> 15 + days <input type="checkbox"/> Permanent	Have you discussed return to work with your patient?  <input type="checkbox"/> Yes <input type="checkbox"/> No
Recommendations for work hours and start date (if applicable):  <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours  <input type="checkbox"/> Graduated hours	Start Date: <b>dd    mm    yyyy</b>



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

Additional or follow up information may be requested as appropriate.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

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

**AND**

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

**Re: Status Quo Central Items**

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

**Issues:**

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

## LETTER OF UNDERSTANDING #2

### BETWEEN

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

### AND

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

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

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

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

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

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

#### **STATUTORY/PUBLIC HOLIDAYS**

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

#### **WSIB TOP-UP**

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

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

**Common Central Provisions**

**Maternity Benefits/SEB Plan**

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

**SHORT-TERM PAID LEAVES**

The parties agree that the issue of short-term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For

further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

Short-term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

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

### **RETIREMENT GRATUITIES**

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

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

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

### **SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD**

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

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

## LETTER OF UNDERSTANDING #3

### BETWEEN

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

### AND

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

### **Re: Job Security: Protected Complement**

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

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

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

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:

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

8. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
9. This Letter of Understanding expires on August 30, 2026.

## **LETTER OF UNDERSTANDING #4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

### **PREAMBLE:**

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

### **I. MANDATE OF THE COMMITTEE**

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

### **II. DELIVERABLES**

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

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

### **III. MEMBERSHIP**

The Committee shall include nine (9) members - five (5) representatives from CUPE/SCFP and four (4) representatives from the CTA. Up to two (2) advisors from the Ministry of Education shall act in a resource capacity to the committee. Other persons may attend meetings in order to provide support and resources as mutually agreed. Up to one (1) representative from each of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

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

#### **IV. CO-CHAIR SELECTION**

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

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

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

**AND**

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

**Re: Sick Leave**

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

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

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

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

**AND**

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

**Re: Central Labour Relations Committee**

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

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

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

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

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

**AND**

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

**RE: List of Arbitrators**

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

English Language:

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

French Language:

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

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

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Provincial Working Group – Health and Safety**

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

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

**LETTER OF UNDERSTANDING # 10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Ministry Initiatives Committee**

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

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

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Bereavement Leave**

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

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

3. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of three (3) days or more, there shall be no change to such language and this Letter of Understanding shall not apply.
4. Permanent Employees shall be as defined in local collective agreement terms, or if no such definition exists in a particular collective agreement, as defined in C6.

5. For clarity, while the specific provisions above (including the number of bereavement leave days and eligibility criteria) are not subject to local bargaining or amendment by the local parties, the local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Short Term Paid Leave**

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

**LETTER OF AGREEMENT # 13**

**BETWEEN**

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

**and**

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

**and**

**The Crown**

**RE: Learning and Services Continuity and Absenteeism Task Force**

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

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

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

The task force will:

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

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

## **ARTICLE 1 - PURPOSE**

### **1.01**

This Agreement is entered into by the parties to provide for orderly collective bargaining relations between the Board and its employees represented by the Union. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Board and its employees, to make provisions herein for wages, hours of work and working conditions, and to provide an orderly method of settling grievances under this Agreement which may arise from time to time, and the Union acknowledges the Board's obligations to provide reliable and continuous service performed with skill and efficiency.

### **1.02**

"Demotion" shall be deemed to mean transfer to a job carrying a lower basic rate of pay.

"F.T.E." means Full-Time Equivalence.

"Full-Time employee" means an employee of the Board regularly employed for more than twenty-four (24) hours per week.

"Part-Time employee" means an employee of the Board regularly employed for twenty-four (24) hours or less per week.

It is recognized that employees regularly employed for twenty-four (24) hours or less per week usually work more than twenty-four (24) hours per week during the school vacation period and the parties hereto are agreed that such employees are regularly employed for twenty-four (24) hours per week and therefore are part-time employees.

"Permanent transfer" shall be a permanent transfer to a job carrying the same rate of pay.

"Promotion" shall be defined as a permanent transfer to a job carrying a higher rate of pay.

## **ARTICLE 2 - RECOGNITION**

### **2.01**

The Board recognizes the Canadian Union of Public Employees, Local 1011, as the exclusive bargaining agent for all its employees in the Region of Halton save and except supervisors, persons above the rank of supervisor, teaching staff, office staff, temporary workers, and students employed less than four (4) consecutive months per year. The parties agree that bus drivers, cafeteria staff, para-professional staff and audio visual staff, are not included in the bargaining unit.

### **2.02**

The word "employee" or "employees" wherever used in this Agreement shall mean any or all of the seniority employees in the bargaining unit as defined above except where the context otherwise provides.

### **2.03**

No employee shall be required or permitted to make any written or verbal agreement, which conflicts with the terms of this Collective Agreement.

### **2.04**

In respect of employees covered by this Agreement, the Board will not recognize during the currency of this Agreement, any other bargaining unit.

### **2.05**

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside the bargaining unit, that employee shall retain seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit up to a maximum period of ninety (90) days. If an employee returns to the bargaining unit, that employee shall be placed in a job consistent with the employee's seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

### **2.06**

The Union shall have the right to have the assistance of counsel and/or an advisor when dealing with the Board at any Step of the grievance procedure, when negotiating with the Board, or at any other meeting consented to by the Board and to be attended by either elected representatives of the Board or the Superintendent of Human Resources, or designate.

### **2.07**

The words "shall" and "will" are deemed to be synonymous throughout.

## **ARTICLE 3 - RELATIONSHIP**

### **3.01**

The parties hereto mutually agree that any employee of the Board covered by this Agreement will become a member of the Union.

### **3.02**

a) The Board agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization, or by reason of any lack of activity in any labour organization.

b) The Board agrees that none of its rights or functions will be exercised in a manner that is discriminatory, vexatious, or that is contrary to the provisions of this Collective Agreement or the prevailing statutes governing education and labour in the province of Ontario. The Board agrees that it will abide by the Ontario Human Rights Code.

### **3.03**

The Union agrees that it will not discriminate against, coerce, or restrain any employee because of activity or lack of activity in any labour organization.

### **3.04**

The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Board without permission of the Superintendent of Human Resources or designated representatives.

### **3.05**

The Union shall have access to its members for union business at all schools and workplaces provided that this does not interrupt the workday by scheduling meetings during the paid or unpaid breaks. The Union representative shall provide notice to Field Supervisors prior to the meeting.

### **3.06**

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union, provided the Board rental permit process is followed.

### **3.07 Harassment**

The Board and the Union agree that allegations of harassment will be investigated according to the Board's administrative procedure.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### **4.01**

Except as specifically modified by this Agreement, all rights and prerogatives which the Board had prior to the execution of this Agreement are retained by the Board and remain exclusively and without limitation within the rights of the Board. Without limiting the generality of the foregoing, the Board's rights shall include:

- a) The right to maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce from time to time, rules and regulations, policies and practices, to be observed by its employees; the right to discipline and discharge employees for just cause provided that a claim of discharge without just cause may be subject matter of a grievance and dealt with as hereinafter provided.
- b) The right: to select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall, suspend, and retire employees; to select employees for positions excluded from the bargaining unit.
- c) The right to determine: the location of its operations and their commencements, curtailment, or discontinuance; the direction of the working forces; the services to be furnished; the subcontracting of work; the schedules of work; the number of shifts; the methods, process and means of performing work; job content and qualifications; quality and quantity standards; the qualifications of employees; to use improved methods, machinery and equipment; overtime; to decide on the number of employees needed by the Board at any time; the number of hours to be worked; starting and quitting time are solely and exclusively the rights of the Board.
- d) The sole and exclusive jurisdiction over all operations, buildings, machinery, tools and equipment shall be vested in the Board.

## **ARTICLE 5 - DEDUCTION OF UNION DUES AND EMPLOYEE INFORMATION**

### **5.01**

All employees shall, on the date of this Agreement or after one (1) month's service, whichever last occurs, sign a card, authorizing the Board to deduct from their pay, an amount equivalent to the Union's regular monthly Union dues for each calendar month thereafter, and the Board will remit same not later than the last day of the same month of such deductions, to the National Secretary Treasurer of the Canadian Union of Public Employees. It is understood that CUPE National will deduct the National per Capital tax and Defence Fund in accordance with the CUPE Constitution and Defence Fund Regulations and return the remainder of the dues to the Local. Such remittance shall be accompanied by a list of all employees and the amount of dues deducted from each employee for that month, the total number of part-time employees and full-time employees and the basic monthly salary paid in that month.

The Board shall forward an electronic list of employees remitting dues to the Secretary-Treasurer of the local or designate, not later than the last day of the same month in which such deductions were made and will include a list of the names, addresses, telephone numbers, work location, of all employees from whose wages the deductions have been made.

Such deduction shall be in respect of regular monthly Union dues and initiation fees. The amounts shall be determined by CUPE in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change. The Board will have no responsibility to collect past Union dues.

The deduction of such Union dues prior to the employees having worked for the Board for a period of three (3) consecutive calendar months shall in no way alter the seniority or probationary period provisions outlined in Article 7.02 of this Agreement.

### **5.01(A)**

In order that the Board may have definite instructions as to what amount is to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Superintendent of Human Resources in writing over the signature of the Treasurer of the Union of the amount of deductions to be made by the Board equivalent to the Union's regular monthly dues, and the Board shall have the right to continue to rely upon such written notification until it receives other written notification signed with the same formality.

### **5.01(B)**

The Union agrees to defend and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim the Board has acted wrongfully or illegally in making such check-off deductions.

### **5.02**

The Superintendent of Human Resources or designate will supply the Union Secretary with the following:

- a) A seniority list as per Article 7.01 and a separate list of probationary employees
- b) Copies of letters to new hires and transfer letters
- c) Copies of letters of termination, resignations or retirements of seniority employees and probationary employees

- d) An electronic contact list in excel (or equivalent) of all employees in the bargaining unit, twice per year with the seniority lists. The contact list will include:
- i) home address
  - ii) home phone number
  - iii) work email address
- e) An employee list containing the following information electronically in excel (or equivalent), monthly, for all employees in the bargaining unit:
- i) Employees on leave

Such changes in address to be furnished to the Union Secretary the month following the month in which the Human Resources Department received notice in writing.

### 5.03

The Board shall provide the Union with the following information by November 1st of each year.

- square footage (group size) by school location;
- number of portables per school location;
- number of member positions per location;
- special note, if needed.

## **ARTICLE 6 - UNION REPRESENTATION**

### **6.01**

The Board will recognize as stewards not more than ten (10) seniority employees, provided such employees have acquired seniority under the terms of this Agreement, and the Union shall notify the Board in writing of the names of such employees and any changes as they occur. The Board shall not be obliged to recognize any steward until it has been notified in writing.

### **6.02**

The Board agrees to recognize a Union Grievance Committee comprised of not more than six (6) seniority employees.

### **6.03**

The Board and Supervisory personnel agree to cooperate with the committee members in the carrying out of the terms and requirements of this Agreement.

### **6.04**

The Union Committee Members and members agree to cooperate with the Board in the carrying out of the terms and requirements of this Agreement.

### **6.05**

It is understood that the stewards and committee member(s) have their regular work to perform on behalf of the Board. If it is necessary for a committee member(s) to service a grievance during working hours, the employee shall not leave work without first obtaining the permission of the supervisor. When resuming regular work, the employee shall again report to the Supervisor. A Steward or committee member(s) duties shall include assisting an employee in the preparation and presentation of a grievance and generally to assist in and be responsible for the proper administration of this agreement.

### **6.06**

A steward or a member of the Union Committee referred to in Article 6.02 hereof shall have the privilege of attending designated grievance procedure meetings held within regular working hours and will be compensated for time spent during such hours at regular straight time rate of pay, exclusive of all premiums, subject to the following:

1. It shall only apply to time spent processing grievances in Steps 1, 2 and 3 of Article 9, and shall not apply to time spent attending arbitration.
2. All time shall be devoted to the prompt handling of grievances.
3. The steward and grievor concerned shall obtain permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
4. All time away from work shall be properly reported.
5. The Board reserves the right to limit such time, on reasonable notice being given, if it deems the time so taken to be excessive.

### **6.07**

The Board agrees to forward to the Union copies of all Board resolutions, Policies, By-Laws and Administration Procedures which the Board considers affect the members of the Union. Failure to do so, caused by oversight, shall not constitute a breach of this Agreement.

a) An employee will be paid regular straight time pay or lieu time, with agreement of supervisor, for the number of hours required to attend meetings called by the Board.

**6.08**

The Union and the Board desire every employee to be familiar with the provisions of this Agreement and the rights and obligations under it. The Union President or designate and a Supervisor will meet during regular working hours with all new employees individually or in a group setting during the casual caretaker orientation to distribute and discuss the Terms and Conditions of this Agreement and to answer any questions the new employee shall have. Should the Union not be available during the orientation, then a Union representative may meet with the employee on a date mutually agreed to by the Board and Union. A maximum of thirty (30) minutes will be allowed for this purpose, within regular working hours, and without loss of pay for either employee.

Within thirty (30) days of ratification, the Board agrees to make available online a copy of the Collective Agreement, and will also provide one (1) hard copy per worksite. The cost will be shared on a fifty-fifty (50-50) basis between the Union and the Board.

**6.09**

In negotiations for a new or renewal Collective Agreement, each of the parties shall be represented by a committee of not more than six (6), exclusive of a chief spokesperson. The parties shall confirm with each other in writing the names of the representative and any substitutions which may be made from time to time.

When meetings with the Employer's Negotiating Committee are held during the regular working day of an Employee who is a member of the Union Negotiating Committee, such Employee shall be released from their work assignment without loss of pay or any other benefits under the Collective Agreement. Time spent in negotiations shall be considered time worked exclusive of any overtime provisions.

In negotiations for the renewal of this Collective Agreement, the above shall apply to meetings held up to and including conciliation. Thereafter payment of the Union Committee shall not be the Board's responsibility.

**6.10**

The member shall be advised of their right to union representation prior to their Return to Work meeting.

## **ARTICLE 7 - SENIORITY**

### **7.01**

Subject to the provisions hereinafter set forth, seniority is defined for the purpose of this agreement as the length of service of any employee with the Board computed from a date three (3) months prior to the date such employee actually attains seniority provided in Article 7.02 hereof. The Board will maintain a separate full-time seniority list for all full-time employees and a separate part-time seniority list for all part-time employees showing the date on which each employee's seniority commenced and the employee's current position and work location. Where two (2) or more employees commence work on the same day seniority will be in accordance with the date of application for hire. An up-to-date seniority list will be posted electronically, on the Board's email system and portal, in January and July of each year

### **7.02**

An employee will be considered on probation and will not be placed on a seniority list and shall not have any seniority rights hereunder until the employee has worked for the Board for a period of three (3) months and shall then be entitled to be placed on the seniority list. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal or discipline be the subject of a grievance. There will be no extension to the three (3) month probationary period granted, except for reasons of sickness or bereavement.

### **7.03**

An employee shall lose all seniority rights

- a) If the employee is discharged for just cause and is not reinstated;
- b) If the employee quits employment;
- c) If the employee is absent from work for three (3) consecutive days upon which the employee is scheduled to perform work. This Article 7.03(c) shall not be interpreted as permitting unauthorized absence of any duration;
- d) If a person on lay-off fails to return to work within fifteen (15) working days after the Board's notice of recall is sent by overnight courier to the last address of the person shown on the Board's records, or if such person within ten (10) working days after such notice of recall is so sent, fails to notify the Board's office of an intention to return to work. This clause shall not apply if the employee furnishes reasons satisfactory to both the Board and the Union for such failure;
- e) If the employee fails to report for work promptly after the expiration of any leave granted, unless the employee is excused by the Board;
- f) i) If an employee with seniority up to one (1) year is laid off for a continuous period of twelve (12) months;  
ii) If an employee with seniority of more than one (1) year is laid off for a continuous period of twenty-four (24) months;
- g) If the employee is absent from work due to illness or on Workers' Compensation for more than two (2) years before the Board removes an employee from the seniority list under the provisions of this clause (g) the Board will review the individual case.

It shall be the duty of the employee to notify the Human Resources Department promptly, in writing, of any change of address or telephone number. If an employee should fail to do this, the Board will not be responsible for failure of a notice to reach such employee, and any notice sent by the Board by registered mail to the address of the employee which appears on the Board's payroll records shall be conclusively deemed to have been received by the employee.

#### 7.04

Promotions, permanent transfers, lay-offs and recalls after lay-offs, shall be based on the following factors:

##### FULL-TIME EMPLOYEES

Only full-time employees will be considered in effecting promotions, permanent transfers and layoffs with respect to full-time positions. Part-time employees will only be considered if there are no affected full-time employees. Promotions, permanent transfers and layoffs will be based on the following factors:

- a) seniority; and
- b) the requirements and efficiency of operation, the skill, competence, present ability, qualifications and training of the individual.

##### PART-TIME EMPLOYEES

Only part-time employees will be considered in effecting promotions, permanent transfers and layoffs with respect to part-time positions. Full-time employees will only be considered if there are no affected part-time employees. Promotions, permanent transfers and layoffs will be based on seniority.

#### Sixty (60) Working Days Notice

##### 7.04(A)

- i) Staff who are laid off by the Board will be given sixty (60) working days notice of intent to be laid-off or at the Board's discretion pay in lieu of working notice. There will be nine (9) days paid leave with the approval of their supervisor to allow the employee to search for alternate work. There is no cash value for the days. They are for the sole purpose of searching for alternative work during the 60 working day period. No more than one (1) day will be allowed per week, unless approved by the supervisor. Access to benefits during the layoff period will be determined in accordance with the Trust.
- ii) The names of laid-off employees will be added to a casual list of employees and will be given first preference for work. The work that they perform as casual caretakers will not be deemed to be a recall in accordance with the Collective Agreement.
- iii) The provisions shown above i) and ii) will not apply with respect to the following:
  1. Probationary employees.
  2. Part-time cleaners laid off during the summer break period.
  3. Lay-off resulting from matters beyond the Board's control including but not limited to fire, lightning, flood, tempest, power failure, machine breakdown and work stoppage.
  4. Where it is not practical to provide the full amount of required notice, the Board shall provide payment in lieu of notice for the balance of 60-day notice period at the employees regular straight time rate of salary. Access to benefits during the 60-day notice period will be determined in accordance with the Trust.

##### 7.04(B)

In the event of layoff, employees in full-time positions are not entitled to transfer/bump into part-time positions and employees in part-time positions are not entitled to transfer/bump into full-time positions.

##### 7.04(C)

Recall lists will be maintained for employees affected by the lay-off and such employees shall be recalled in reverse order of lay-off, that is, last employee laid off shall be the first employee to be recalled, provided the employee has the ability to perform the job.

7.04(D)

Recall from lay-off shall be by registered letter sent by the Board to the last recorded address of the employee. The employee shall notify the Board of the intention to return to work within ten (10) working days of the date the letter was registered and shall return to work within fifteen (15) working days of the date the letter was registered. It is understood that this process will not prevent the Board from meeting its operating requirements by filling the job temporarily if required.

7.05

When the Board determines that there is a reduction in work force required the following will apply:

i) Classifications for bumping will be determined in descending order as follows:

Secondary Head Caretaker  
Maintenance  
Elementary Head Caretaker  
Relief Caretaker  
Truck Driver  
Caretaker  
Casual

ii) In the event of a reduction in work force, the least senior member(s) in the bargaining unit will be laid off.

iii) All transfer, bumping, or recall procedures will be made in accordance with seniority, subject to the employee's ability and qualifications to perform the requirements of the job, including where certification, testing and/or licensing is required.

iv) PROCESS

a) The employee(s) may bump the least senior employee in the same or lesser classification. The employee bumped may then bump the least senior employee in the next classification. At the end of this bumping process the least senior employee in the Bargaining Unit will be the employee who is laid off.

b) A surplus employee will not be required to transfer or bump, and a laid off employee will not be required to be recalled to a position that results in a lower annual rate of earnings (exclusive of overtime and shift premiums) than that which exists for such employee in the position from which the employee was declared surplus.

c) A surplus employee will not be permitted to transfer or bump to a higher rate of earnings and a laid off employee will not be recalled to a position that results in a higher rate of earnings (exclusive of overtime and shift premiums) than that which exists for such employee in the position from which the employee was declared surplus.

d) For the purpose of this article "annual rate of earnings" means the straight hourly rate multiplied by the number of regularly scheduled hours of work or weeks per year.

v) SCHOOL CLOSURE

In the event of a Board decision to close a school(s) and prior to a bumping process, the employee(s) affected will be notified in writing immediately. In the time between notification and the actual school closure the employee(s) will be given first opportunity for any positions that become available in their same classification except new schools or they may apply through the posting process for any position in the Bargaining Unit including new schools.

#### 7.06 Subcontracting

No seniority employee in the bargaining unit will be laid off or demoted as a result of the Board contracting out work or services being performed by employees in the bargaining unit.

#### 7.07

- a) A full-time employee who becomes a part-time employee will retain all seniority accumulated as a full-time employee.
- b) A part-time employee who becomes a full-time employee will retain pro-rated seniority, based on a full year's seniority being equal to two thousand and eighty (2080) hours of actual work as a part-time employee.

#### 7.08 Lay-Offs, Summer Breaks – Part Time

When lay-offs occur during the summer break, the Record of Employment form will be filed electronically with Human Resources Canada within five (5) working days from the last date actively at work.

#### 7.09 Severance Pay

- i) In the event of a layoff severance pay shall be made available to seniority employees if no job for which they are qualified can be made available to them.
- ii) Seniority employees who elect to take severance shall provide written notice to the Superintendent of Human Resources. When an employee elects to take severance pay, he/she is terminating their employment with the Board and giving up all rights to recall.
- iii) Seniority employees will receive severance pay equal to two (2) weeks' pay for each full year of service.
- iv) Employees understand that upon the receipt of severance pay as outlined in clause iii, hereof, their employment with the Halton District School Board has been terminated, they shall lose all rights to recall, and that the Halton District School Board has no further obligations.
- v) Upon request the Board will provide a letter of employment to the laid off employee within one week of their layoff.

## **ARTICLE 8 - JOB VACANCIES - POSTINGS AND TRANSFER PROVISIONS**

### **8.01 Job Vacancies & Postings**

Vacancies will be posted twelve months of the year. All postings will be for five (5) working days. During that time, the Board may temporarily fill the vacancy as it sees fit. Placement of the successful applicant may be deferred pending identification and placement of successful applicant to subsequent job posting.

Vacancies will be posted electronically. An Employee shall bid for a posted position via the Board's applicant tracking system.

The most senior eligible applicant will be offered the position within two (2) working days of the release of the applicant list. The Board will continue the process, in the absence of the Specialist, Plant Operations or designate(s). Such eligibility will be determined by seniority, qualifications and in accordance with Article 8.02. Those applying for promotional opportunities must hold the qualifications required for the position.

Should an employee's split positions become a permanent 8-hour assignment, the employee currently assigned to the position will have the first right of refusal for that position.

Once the applicant is offered the position they will have forty-eight (48) hours in which to accept or decline the position. If the most senior eligible applicant declines the position, or fails to respond, it will be offered to the next most senior eligible applicant. This process will continue until the position is filled or there are no remaining eligible applicants.

#### **8.01 (A)**

The Board will repost all unfilled job vacancies/postings every six (6) months from the original posting date provided the vacancy still exists.

#### **8.01 (B)**

The Board shall provide the President and the Secretary of the Union with a list by electronic mail one working day after the list is finalized for each posted position. The Board shall provide the President and the Secretary of the Union with the name of the successful applicant by electronic mail once Human Resources has been notified.

### **8.02 Full-Time Employees**

No employee who has successfully bid under this Article shall be entitled to bid for a posted vacancy holding the same, or lower (unless approved by the Human Resources Manager), pay rate and job title for seven (7) months from the successful bid date.

An employee may apply for a posted vacancy that is deemed to be a promotion at any time. "Promotion" shall be interpreted in accordance with the definition contained in Article 1.02 hereof. For the purpose of this article, promotion shall also include jobs that receive the Lead Hand allowance.

An employee may bid for a posted vacancy that has the same pay rate but a different job title prior to seven (7) months from their successful bid date to a maximum of two (2) successful bids in any one (1) twelve (12) month period of time.

### 8.03 Full-Time Employees

In the event the successful applicant is not satisfactory to the Board, the employee shall be returned to the former position within three (3) months without loss of seniority however, not necessarily in their former location(s). The three (3) month probationary period as identified above, will commence the first day the employee is in the role at the new work site. The successful applicant will receive the new rate of pay however within 30 working days of being notified in writing that they are the successful candidate. An employee who is returned to the former position as a result of being unsatisfactory in the new position shall not be eligible to make application for any position for a period of eight (8) months from the date upon which the employee is returned to the old job unless the Superintendent of Human Resources or designate gives permission to do so.

### 8.04 Transfer Provisions

#### i) Exchanges

Two (2) employees may exchange work locations subject to the approval of the Manager, Plant Operations and the Superintendent of Human Resources or designate.

#### ii) Permanent Transfer - Part-Time

"Permanent Transfer" shall be permanent transfer to a job carrying the same rate of pay. Permanent Transfer shall be completed by mutual agreement provided the operational requirements of the Board are met.

### 8.05 - Procedure for Part-Time Employees - Transferring to Full-Time

Only full-time employees will be considered by the Board in filling full-time positions, subject to the following:

- i) A part-time employee who indicates that he/she wishes to be considered for a full-time vacancy shall be interviewed by the Board; and
- ii) If successful in the interview process, the part-time employee will be placed on the eligibility list. If no applications are received from any full-time employees for the vacancy, a seniority part-time employee on the eligibility list shall be offered the full-time position.
- iii) A part-time employee transferring to a full-time position shall have the option during the three (3) month probationary period required for transfer to the full-time position to return to the part-time position, however not necessarily in the former location, without loss of seniority obtained while in the part-time position and without loss of seniority obtained while in the full-time position.

### 8.06

Only part-time employees will be considered by the Board in filling part-time positions, subject to the following:

- i) A full-time employee who indicates that he/she wishes to be considered for a part-time vacancy shall be interviewed by the Board; and
- ii) If successful in the interview process, the full-time employee will be placed on the eligibility list. If no applications are received from any part-time employees for the vacancy, a full-time employee on the eligibility list shall be offered the part-time position.

### 8.07

The posting for a temporary vacancy will exist when a position, that is deemed to be a promotional opportunity by the Board, is vacated by an employee for a specified period of time due to a leave of absence, temporary placement in another position or a school closure.

A temporary vacancy of less than six (6) months will be filled through the Board's current process.

A temporary vacancy for a period of time that is six (6) months or greater but does not exceed twelve (12) months will be posted. In filling the posted vacancy, the Board shall consider bids from seniority employees where the vacancy is deemed to be a promotional opportunity.

Upon completion of the temporary assignment, the successful bidder will be returned to their former position/work location.

If the temporary vacancy is extended, to the maximum twelve (12) month period of time the employee who has successfully bid into the temporary position will have the first right to accept the extension as a temporary position. If the employee declines the extension, they will return to their former position/work location and the subsequent temporary vacancy will be filled or posted as outlined above.

To fill a temporary vacancy that is a promotional opportunity for a period of time that exceeds twelve (12) months, the Board and the Union will meet to discuss the specific situation.

Should the temporary vacancy become a permanent vacancy it is understood that the position will be posted as soon as Human Resources is notified of the permanent vacancy.

CUPE members filling a temporary vacancy have the right to apply to posted permanent vacancies during the term of their temporary assignment.

Where a temporary vacancy is posted and no eligible seniority employee bids for the vacancy, the Board will fill the vacancy through its existing process.

#### 8.08

The Board will share a list with the Union indicating which positions will be affected when reorganizing staffing in schools. This list will be shared with the Union during the first week of July each year.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **9.01**

"Grievance" shall mean a complaint or claim concerning the alleged violation of the provisions of this Agreement including Letters of Agreement attached to the Collective Agreement.

### **9.02**

a) The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints as quickly as possible. It is understood that an employee has no grievance until the employee has first given the immediate supervisor an opportunity to adjust the complaint.

An employee may initiate a discussion with the immediate supervisor within ten (10) working days from the time when the circumstances giving rise to the grievance were known or should have been known to the Member. An employee shall be informed of their right to have a Union representative at the meeting with the immediate supervisor prior to the meeting. The immediate supervisor's response to the employee shall be given in writing within ten (10) working days following the aforementioned discussion between the employee and immediate supervisor.

### **9.03**

No grievance shall be considered which was not presented within ten (10) working days after the circumstances which gave rise to it came to the attention or should have come to the attention of the employee concerned.

### **9.04**

Grievance shall be adjusted and settled as follows:

#### **STEP No.1**

If an employee has a grievance the employee shall first and immediately within the ten (10) working days referred to in 9.03 submit the grievance in writing, to the Manager, Plant Operations.

The Manager, Plant Operations or designate shall then investigate the grievance and will have a joint meeting with the individual grievor, the Field Supervisor and appropriate steward or Union representative. The Manager, Plant Operations shall render a decision in writing to the Secretary of the Union and Chief Steward within ten (10) working days.

The next step of the grievance procedure may be taken within ten (10) working days of the Manager, Plant Operations giving written decision, but not thereafter. The written grievance herein referred to shall be in triplicate upon the grievance form which is annexed hereto as Schedule "C" to this Agreement and such written grievance shall be signed by the grieving employee and be fully completed in all respects.

#### **STEP No.2**

If the grievance is not settled up to this point, the grievance committee shall, within ten (10) working days after the decision of the Manager, Plant Operations under Step No.1, refer the written grievance to the Superintendent of Human Resources or designate. The Superintendent of Human Resources or designate shall then investigate the grievance and shall meet with the Union Grievance Committee within fifteen (15) working days after receipt of the written grievance. At such meeting the Board or the Union may have such additional representation present as each party desires, and the grievor or employee(s) concerned may be required to be

present at the request of either party. The Superintendent of Human Resources shall render a decision in writing to the Secretary of the Union and Chief Steward within ten (10) working days.

#### STEP No.3

If the grievance is not settled up to this point, the grievance committee shall, within ten (10) working days after the decision of the Superintendent of Human Resources under Step No.2, refer the written grievance to the Director of Education or designate. The Director of Education or designate shall then investigate the grievance and shall meet with the Union Grievance Committee as soon as possible but not later than two (2) weeks thereafter to attempt to settle the grievance. At such meeting the Board or the Union may have such additional representatives present as each party desires, and the grievor or employee(s) concerned may be required to be present at the request of either party. The Director of Education shall render a decision in writing to the Secretary of the Union and Chief Steward within ten (10) working days of the holding of the meeting.

#### STEP No.4

If the grievance is not settled at STEP No.3, and if mutually agreed by the Board and the Union, the grievance can proceed to a mediation process. The costs of the process will be shared equally by the parties.

#### STEP No.5

If final settlement of the grievance is not completed at Step No.3 above, it may be referred by either party to Arbitration as hereinafter provided in Article 10 within thirty (30) days from the Director of Education's or designate's decision at Step No.3 above. The party referring the grievance to arbitration shall be restricted to the issue contained in the written grievance.

#### 9.05

The written grievance shall be signed by the grievor and shall contain a summary of all issues in dispute and of the remedy requested by the grievor.

#### 9.06

In the case of a Union policy grievance or Board grievance such grievance may be submitted to the Director of Education or to the Union, as the case may be, in writing within ten (10) working days of the circumstances giving rise to the grievance and shall commence with Step No.3 under the grievance procedure; however, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the regular grievance procedure shall not thereby be bypassed.

#### 9.07

A complaint or grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this Agreement shall not again be made the subject matter of a complaint or grievance.

#### 9.08

In the event of any alleged violation of the "No Strike or Lockout" Article hereof, the aggrieved party may cause the matter to be submitted to special arbitration and a special arbitrator may be appointed and shall hold a hearing immediately or within twenty-four (24) hours of being appointed. If the parties are unable to immediately agree upon an arbitrator who is available to

hold a hearing immediately or within twenty-four (24) hours, the grievor may request the Minister of Labour for the Province of Ontario to appoint an arbitrator.

#### 9.09

Failure to put a grievance in writing in Step No.1 in accordance with the requirements of Article 9.05 hereof, shall be deemed a complete waiver and abandonment of the grievance by the grievor. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limits as prescribed above shall be considered settled on the basis of the Board's last reply. If the respondent to a grievance does not comply with the time limits set out for meetings and/or replies to a grievance, the party having carriage of the grievance shall process the grievance to the next higher step within the time required after expiration of the time for the respondent to hold a meeting or give a reply, as the case may be. Time limits may be extended only where mutually agreed upon in writing between the Board and the Union.

#### 9.10

A decision reached at any stage of the grievance procedure above outlined shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to reopening by any party except by mutual agreement.

If the grievance is settled at Steps 1, 2, 3 or 4 of the grievance procedure both the Board's and the Union's representatives who pass on the same as provided herein, shall sign the settlement as endorsed on the written grievance, so that no question or argument may arise as to what the settlement was. In addition, the aggrieved employee shall sign the settlement as so endorsed on the written grievance, acknowledging that the employee has read and understood the same and is bound thereby.

## **ARTICLE 10 - ARBITRATION**

### **10.01**

Where a concern arises between the parties relating to the interpretation, application, administration or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitral, either party may, within twenty (20) working days of the receipt of the Step 3 reply, notify the other party in writing of its desire to submit the difference to Arbitration, provided the grievance procedure has been exhausted.

### **10.02**

Where the difference is submitted to arbitration, the parties agree that they will proceed before a single Arbitrator.

The notice shall contain the name(s) of the first party's choice of Arbitrator. The receiving party shall advise the first party of its agreement to the Arbitrator or provide alternate names within ten (10) working days of the date of the first notice herein. Should the parties be unable to agree on a single Arbitrator, the parties may jointly request the Ministry of Labour to make an appointment.

### **10.03**

In exceptional circumstances, either party may notify the other in writing of their desire to proceed to an Arbitration Board within the same timelines as set out above.

In the case of an Arbitration Board, the following process shall apply:

(a) The notice shall contain the name of the first party's nominee to the Arbitration Board. The receiving party shall advise the first party of its nominee to the Board of Arbitration within ten (10) working days of the date of the first notice herein.

(b) The two nominees shall, within thirty (30) working days of the nomination of the second of them, name a third person to act as Chairperson of the Board of Arbitration. If the two nominees fail to agree upon a Chairperson, appointment to that position may be made by the Ministry of Labour.

### **10.04**

The decision of the Arbitrator will be final and binding upon the parties and the employee(s) concerned. In the case of an Arbitration Board, the decision of the majority shall be the decision of the Board, but, if there is no majority, the decision of the Chairperson of the Arbitration Board, will be final and binding upon the parties and the employee(s) concerned.

### **10.05**

The powers of the Arbitration Board shall be the powers set out in the Ontario Labour Relations Act, as amended from time to time.

### **10.06**

No person may be appointed as an Arbitrator or nominee who has been involved in an attempt to settle the grievance.

### **10.07**

In the case of a single Arbitrator, each of the parties shall share the fees and expenses. In the case of an Arbitration Board, each of the parties shall bear the fees and expenses of its nominee to the Arbitration Board and shall jointly share the fees and expenses of the Chairperson.

**10.08**

An employee's attendance at a meeting at any stage of the grievance procedure including arbitration shall be without loss of pay or any other entitlement.

**10.09**

Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the mediator and the timeline for grievance mediation to occur.

In the event the parties agree to grievance mediation, the grievance process is frozen at the step at which the mediation is agreed to and all timelines are suspended. If the grievance mediation fails to reach a resolution, the parties agree to resume the grievance at the step at which it was suspended and the timelines will resume.

## **ARTICLE 11 - DISCHARGE OR DISCIPLINE CASES**

### **11.01**

A claim by a seniority employee that the employee has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Superintendent of Human Resources within five (5) working days after the discharge. Such special grievance shall be dealt with at Step No.2 and the balance of the grievance procedure. Such five (5) working day time limit shall be extended only where it is physically impossible for the employee to comply, for example where the employee is confined to jail or hospital. In no event shall such extensions exceed nine (9) working days, i.e. a total of twelve (12) working days from the date of discharge.

### **11.02**

Should the parties agree or should the Board of Arbitration determine that an employee has been unjustly disciplined or discharged such employee shall be reinstated in the former position, without loss of seniority, and shall be compensated for all regular straight time wages. Any applicable benefit premium contributions owed will be administered in accordance with the Trust.

### **11.03(A)**

Each employee shall be provided in writing with any notation of derogatory or disciplinary action, which is to be placed on the employee's employment record. Such notice shall be given to the employee within ten (10) working days of the discovery of the occurrence giving rise to the action and such notice will be acknowledged by the employee by signed receipt. The Union Representative, as designated by the Union, present shall sign as a witness and receive a copy of the document.

Where it is not possible to provide the employee this notice within ten (10) working days of the discovery of the occurrence giving rise to the action, the Union President will be notified in writing.

### **11.03(B)**

An employee involved in disciplinary action or discharge being taken against the employee may have a steward present at the time of the disciplinary action or discharge.

In the event an employee declines Union representation, the employee will be required to sign a declaration indicating this. The declaration will be filed in the employee's personnel file.

Where there is a question of representation by the member, a copy would be provided to the Union.

### **11.04(A) - Access to Personnel File**

Upon written notice, submitted at least one (1) working day in advance, to the Manager of Human Resources, a member and/or their Union representative shall have access to their personnel file, as well as photocopies of any material contained therein.

### **11.04(B)**

Any written communication with an employee concerning derogatory or disciplinary action shall be removed from the employee's file if there has been no further incident with said employee after a period of two (2) years.

## **ARTICLE 12 - NO STRIKE OR LOCKOUTS**

### **12.01**

The Union undertakes and agrees that while this Agreement is in operation neither the Union nor any employee shall take part in or call or encourage any strike, picketing, sit-down, slowdown, or any suspension or stoppage of or interference with work or production against the Board which shall in any way affect the operation of the Board, nor shall there be any sympathy strikes or secondary boycotts and the Board agrees that it will not engage in any lockouts during the term of this Agreement.

### **12.02**

When a full-time employee, or a part-time employee has made an attempt to cross and has been unable to have access to their place of work due to a strike action by another union, the employee will proceed to the nearest Halton District School Board facility not under strike action. The employee will contact their Field Supervisor of Facility Services Department and await instructions. If instructions are not received by the employee the remainder of their shift will be completed at the facility in which the employee gained access.

## **ARTICLE 13 - MISCELLANEOUS LEAVES OF ABSENCE**

### **13.01**

An employee may be granted a leave of absence without pay and without loss of seniority if a complete application is forwarded to the Manager of Human Resources, or designate, through the appropriate supervisor. Such request must show good and sufficient reason and shall contain the length of the proposed leave including dates of commencement and return from the leave.

#### **13.01 A)**

Subject to a minimum notice of three (3) working days being given to the supervisor, an employee may be granted, with the approval of the Superintendent of Human Resources, for reasonable personal reasons, a leave of absence for up to a maximum of two (2) working days in any one (1) work year. Such absence shall be without pay and without loss of seniority.

#### **13.01 B)**

Subject to a written request to the Manager of Human Resources, at least fifteen (15) days prior to the requested leave, an employee may be granted, for reasonable personal reasons, a leave of absence beyond two (2) working days in 13.01 A). Such absence shall be without pay and without loss in seniority.

#### **13.01 C)**

Subject to a written request to the Superintendent of Human Resources or designate, at least three (3) working months prior to the requested leave, an employee, with a minimum of three (3) years continuous Halton service, may be granted for reasonable personal reasons, a leave of absence for up to a maximum of one (1) year. Such absence shall be without pay or vacation entitlement and without loss of seniority. Access to benefits for the duration of this leave will be determined in accordance with the Trust. The employee on leave shall indicate in writing, to the Superintendent of Human Resources or designate, whether the employee intends to return to employment at the Board after such leave.

For each employee returning from a leave of absence for one (1) year or less the Board shall return the employee to the same assignment/location held at the time of the commencement of the leave, providing the position still exists. If the position does not exist, the employee shall be assigned to a vacancy within the caretaker job title and receive the appropriate job rate of pay.

### **13.02 - UNION BUSINESS**

Leaves of absence without loss of seniority will be granted to the President of the Union or designated members of the executive for the purpose of conducting Union Business to a maximum of one hundred and forty-four (144) working days per September 1 to August 31 work year, of which twenty-four (24) days are designated for President use only.

Such leaves of absence shall be used to represent the Union at their:

- Ü Union Conventions
- Ü Union Conferences
- Ü Union Educational events
- Ü or to tend to Union Business

During such leave the Board will continue to pay the employee their full salary and benefits that

they would otherwise be entitled to under this Agreement and the Union agrees to reimburse the Board for the total wages paid to and/or on behalf of such employees.

Such leave requests will be made not less than ten (10) working days prior to the leave date, unless approved by the Superintendent of Human Resources in extenuating circumstances. Such requests shall be made electronically to the Manager of Human Resources and a copy to the Field Supervisor(s) and confirmation of such requests will be confirmed to the members named in the request.

#### 13.03 – Union Leaves of Absence

The Union may request a part time leave of absence for the President and/or members of their executive to tend to Union Business. Such leaves shall be requested in writing, to the Superintendent of Human Resources, three (3) months prior to the commencement of the leave and shall specify the release dates for the September 1st to August 31st work year.

This leave will be within maximum days set out in Clause 13.02 and shall be without pay or benefits and without loss of seniority and the Union will reimburse the Board for all costs including the employee's actual salary, benefit costs including vacation entitlement and other statutory benefits.

#### 13.04

The following absences may be allowed without charge to the sick leave account:

##### a) Deaths and Funerals

A maximum of four (4) working days' leave of absence without deduction shall be granted to a seniority employee in the case of the death of an immediate member of the family or an immediate relative by marriage.

An "immediate member of the family" is defined as father, mother, sister, brother, daughter, son, grandparent, grandchildren, spouse, step-father, step-mother, step-sister, step-brother, and step-child.

An "immediate relative by marriage" is defined as: mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law.

In all other cases one (1) day shall be allowed for the purpose of attending a funeral, and/or attending Church or Memorial Service, subject to the approval of the Superintendent of Human Resources.

If bereavement occurs while an employee is on vacation, the vacation will be extended by two (2) days provided the requirements for bereavement leave are met.

For the purpose of this clause only, the term "spouse" is given the extended meaning it has in Part III, Section 29 of the Family Law Act. This is intended to include common-law and same sex partners.

All approved bereavement leave in 13.04(a) will be without loss of pay provided the purpose of the leave includes attending the funeral and/or attending Church or Memorial Service of the deceased. All time off granted for bereavement in 13.04(a) must be taken at the time of the occurrence of the death and such time off cannot be compounded with other benefits.

**b) Jury Duty and Subpoena**

An employee is entitled to salary, notwithstanding the employee being absent from duty by reason of a summons to serve as a juror or a subpoena as a witness in any proceedings to which the employee is not a party or one (1) of the persons charged, provided that the employee pays to the Board any fee, exclusive of travelling allowance and living expenses, that is received as a juror or as a witness.

**c) Workplace Safety and Insurance Board**

Each Member who is injured in the course of employment shall have Workplace Safety and Insurance benefits supplemented to provide for the payment of up to the Member's full salary for a maximum of four (4) years and six (6) months.

Members who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the member received WSIB top-up prior to September 1, 2012. After the expiration of any Workplace Safety and Insurance award, the Member may use the current year's sick leave or accumulated credits up to the limit previously established.

**13.05 – Maternity Leave (Pregnancy Leave)**

The Board shall upon written request of an employee and receipt from a legally qualified medical practitioner stating that the employee named therein is pregnant and specifying the date upon which delivery will occur in the medical practitioner's opinion, grant or cause to be granted to the employee a Pregnancy Leave (leave of absence without pay).

a) Pregnancy or Parental Leave shall be governed by the Employment Standards Act and any amendments thereto. An employee on Pregnancy Leave or on a Parental Leave shall accumulate seniority but not salary.

b) The Board shall, on written request of the employee, grant in addition to the Pregnancy Leave and the Parental Leave in 13.05(a) leave of absence for personal family reasons for a period not to exceed one (1) year provided that the date of termination of the leave coincides with a natural break in the school year. Such extensions beyond the Pregnancy Leave and the Parental Leave shall be without payment of salary, allowances and fringe benefits. The member shall accumulate seniority during this leave.

c) At the termination of the leave period, the onus shall be on the employee to report, in writing, to the supervisor, the employee's readiness to resume the employee's duties.

d) The employee shall return to work after the Pregnancy Leave and Parental Leave without loss of seniority, held at the commencement of the leave subject to the provisions of this Collective Agreement.

e) Members taking only the Parental Leave, in accordance with the Employment Standards Act shall accumulate seniority and credit for experience during such leave. Eligibility for benefits will be in accordance with the Trust.

**13.06 - Birth of a Child**

An employee may be granted a leave of absence of two (2) days with pay subject to the approval of the Superintendent of Human Resources, on the occasion of the birth of the employee's child. The leave may be taken between the day of delivery and the day of hospital release, inclusive.

**13.07 - Adoptive Leave**

Leave shall be available to an employee who adopts a child. Advance notification of at least three (3) months shall be given to the Board of intent to adopt, on the understanding that it may be necessary for the employee to commence leave immediately the child becomes available. Written notification shall be given to the Supervisor of the exact dates of the leave when they are known.

Leave for purpose of adoption shall be in accordance with the Employment Standards Act Parental Leave provisions. An employee while on Adoptive Leave shall accumulate seniority but not salary. Eligibility for benefits will be determined by the Trust.

a) The Board shall, on written request of the Member, grant in addition to the Adoptive Leave and Parental Leave in 13.07(a) leave of absence for personal family reasons for a period not to exceed one (1) year. Extensions beyond the Adoptive Leave shall be without payment of salary, allowances or fringe benefits. Effective July 1, 1992, the member shall accumulate seniority during this leave.

The provisions of 13.05 and 13.07 will be available to an employee who has thirteen (13) weeks or more of continuous service with the Board.

#### 13.08 Maternity Benefits/SEB Plan

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks 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.

#### 13.09

All parties concerned agree that the best interest of the employee concerned should be observed in arranging the dates for the commencement and termination of Pregnancy Leave and Adoptive Leave.

#### 13.10 - Quarantine

Every employee is entitled to legitimate absence from duty with pay in any case where, because of exposure to communicable disease, the employee is quarantined or otherwise prevented by the order of the public medical health authorities pursuant to the Public Health Act, from attending upon the employee's duties.

#### 13.11 - Compassionate Leave

A paid leave of this nature will usually cover extraordinary circumstances which, therefore, merit individual attention and is subject to the approval of the Superintendent of Human Resources or designate.

#### 13.12 - Holy Days

Subject to a minimum notice of ten (10) working days and the approval of the Manager of Human Resources, or designate, a member shall be granted up to a maximum of three (3) days annually with pay for officially recognized religious holy days. In addition, a maximum of six (6) days without pay may be granted for officially recognized religious holy days.

#### 13.13

In cases where schools are closed by the Director of Education due to inclement weather, employees will be relieved of their shift obligations without loss of pay.

#### 13.14 Personal Leave

Subject to a minimum notice of three (3) working days being given to the Employee's Field Supervisor, an Employee may be granted with the approval of the Superintendent Human Resources or designate a leave of absence for one (1) work day with pay in any one attendance (September 1 to August 31) year.

#### 13.15 – Emergency Leave

In an emergency situation with notification to the Field Supervisor, an employee may be granted a leave of absence for one (1) work day per attendance (September 1 to August 31) year, with pay, for a sudden illness of an "immediate member of the family" as identified in Clause 13.04 subject to the approval of the Superintendent of Human Resources or designate.

#### 13.16

An employee in a full-time position shall be granted one (1) day with pay and without loss of seniority to attend the writing of their own post-secondary examinations when the exam required to be written is during their scheduled work day.

A leave of this nature is subject to the approval of the Superintendent of Human Resources or designate in consultation with the employee's supervisor.

## **ARTICLE 14 - SICK LEAVE, RETIREMENT GRATUITY AND RETIREMENT AGE**

### **14.01(A) - Sick Leave - FULL and PART-TIME EMPLOYEES**

#### **1) Administration of the Plan**

Subject to the final authority of the Board, the administration of the plan shall be vested in the Human Resources Department. The Human Resources Department shall keep a record of the credits and deductions for each employee, which shall be available through the online system.

#### **2) Final Authority**

In case of dispute with respect to credits or deductions, the decision of the Board shall be final subsequent to prior consultation between the employee concerned and the administrative officials.

#### **3) Reporting and Certification of Absences**

All absences must be reported immediately to the employee's Field Supervisor, or designate, and to the Board's attendance system as early as possible but not less than two (2) hours prior to the start of the shift unless there are extenuating circumstances. If the Field Supervisor or designate is not available a telephone call and/or email must be sent to the employee's area supervisors.

Absences for personal illness or injury for a period not exceeding three (3) consecutive working days may be certified by the Field Supervisor unless the Field Supervisor asks specifically in a particular instance for certification in writing by a qualified medical or dental practitioner. For absences of three (3) consecutive working days, a certificate from a qualified medical or dental practitioner may be requested. For an absence exceeding one (1) month, the Superintendent of Human Resources or designate may request a medical certificate from a doctor appointed by the Board in order to continue sick leave payments.

When the Board requests a doctor's certificate from an employee related to an absence on sick leave and the employee's physician charges for such certificate, the Board shall subsequently reimburse the employee after receipt of a doctor's invoice.

#### **4) Computation of Daily Rate**

Sick leave claims shall be computed for payment on the basis of the daily salary rate of the employee at the time of the absence.

### **14.01 (B) Long Term Medical Leaves**

An employee who is absent for medical reasons shall remain on staff for a period of up to two (2) years plus an extension of time off;

i) up to three (3) years provided the employee's physician provides, annually, to the Superintendent of Human Resources, in writing, a prognosis that the physician believes the employee may return to their regular duties within three (3) years.

ii) up to three (3) years provided the employee's physician provides annually, the Superintendent of Human Resources, in writing, a prognosis that the physician believes the employee will be able to work at some other occupation within three (3) years.

iii) an unspecified amount of time beyond that provided in i) above if approved by the Superintendent of Human Resources.

The employee must provide proof of medical fitness before returning to work. The Superintendent of Human Resources may require confirmation by a Board appointed medical practitioner.

#### 14.01(C) - Retirement Gratuity - FULL-TIME EMPLOYEES

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

##### 1) Eligibility

a) A full-time seniority employee must serve with the Halton District School Board for a period of ten (10) consecutive years immediately preceding retirement to become eligible for a retirement gratuity. The Halton District School Board includes all former school boards which constituted the Halton County Board of Education on January 1, 1969, and the Halton District School Board.

b) Effective January 1, 2000, this plan shall not apply to any new full-time employee starting their employment.

c) An employee must be retiring by reason of age or ill health to be eligible. Retirement for ill health is retirement on pension caused by some permanent disability which prevents the employee from being employed in the usual capacity and is identical to the meaning described by the Ontario Municipal Employee's Retirement System. Retirement by reason of age shall mean the retirement on pension as outlined under the Act or System.

##### 2) Amount of Gratuity

a) The amount of gratuity paid to an eligible employee shall not exceed six (6) months' salary computed on the basic salary (excluding any bonus, overtime payments etc.) of the last full year for which the employee was employed by the Board provided such payout does not exceed the allowable maximum payout outlined in Clause 14.01(C)(2)(d)..

b) An employee after ten (10) years of consecutive service with the Board, shall be entitled to a retirement gratuity computed in accordance with the formula set out in 14.01(C)(2)(d), if the credit in the employee's accumulated sick leave is sufficient, of twenty-five percent (25%) of the last full year's basic salary. This percentage shall increase each consecutive year, thereafter by five percent (5%) until a maximum of fifty percent (50%) of the last full year's basic salary is reached provided at no time such gratuity payout exceeds the allowable maximum outlined in Clause 14.01(C)(2)(d).

c) The amount if the gratuity paid to an eligible employee shall be computed as follows subject to the allowable maximum outlined in Clause 14.01(C)(2)(d):

(25 to 50% as determined in 14.01(C)(2)(d))

X (basic salary of last full year)

X accumulated sick leave to maximum of 240 days [1920 hours]  
240 [1920 hours]

d) The amount of the gratuity paid to an eligible employee shall be either the calculation under 14.01(C)(2)(c) above or eight thousand five hundred dollars (\$8,500), whichever is the lesser.

It is understood that the eight thousand five hundred dollars (\$8,500) maximum payout cap under 14.01(C)(2)(d) of the Retirement Gratuity Plan will apply to all employees hired prior to January 1, 2000.

### 3) Method of Payment

a) The gratuity shall be paid to the retiring employee immediately on retirement and/or January of the year following retirement. Each retiring employee shall advise the Human Resource Department in writing at least six (6) months prior to the retirement date as to the method of payment desired.

b) The gratuity may be paid, in whole or in part, on the employee's direction and on the employee's behalf, into a registered retirement savings plan.

c) In the event that a retired employee dies before having received the full retirement gratuity, the balance of the gratuity shall be paid to the widow or widower of the employee or to the heirs at law, or executors or administrators.

d) On the death of an employee of the Board before retirement a death benefit of an amount equal to the retirement gratuity, (as computed in accordance with the provisions of Article 14.01(C)(2), at the time of death of such employee) shall be paid to the widow or widower of the employee or to the heirs at law, or executors or administrators.

4) The Board reserves the right to withhold the payment of the retirement gratuity in the case of any employee who is discharged or caused to resign for reasons which the Board may deem to have moral, legal or professional implications.

## **ARTICLE 15 - SAFETY PROVISIONS**

### **15.01**

It is agreed that both parties will cooperate for the prevention of accidents and promotion of safety and health. The Board will make reasonable provisions for the safety and protection of the health of the employees during the hours of employment.

### **15.02**

It is the responsibility of the employee to report to the immediate supervisor any equipment which in the employee's opinion, is unsafe or hazardous.

### **15.03**

The Board agrees to maintain a Health and Safety Committee to discuss health and safety matters.

### **15.04**

The Union will provide a representative and an alternate to sit on the Board's Joint Health and Safety Committee. The Union will participate cooperatively with this Committee.

### **15.05**

An employee who is a member of the Occupational Health and Safety Committee will be paid at the regular rate of pay for attendance at the regularly scheduled meetings, when scheduled outside of their regular shift, subject to approval of the Superintendent of Human Resources or designate in consultation with the employee's supervisor.

### **15.06**

The Board recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

### **15.07**

Where we can control the systems, we will endeavour to maintain temperature and ventilation rates at levels that do not compromise the occupants of the buildings.

### **15.08 Training**

The Board shall provide training for all employees who are required to operate equipment necessary to perform their job-related duties properly and safely, prior to operating such equipment

## **ARTICLE 16 – VACATIONS**

### **16.01(A) - FULL-TIME EMPLOYEES**

Effective September 1, 2019, vacations with pay shall be granted to employees of the Board in accordance with the following:

- 1 years' seniority as of September 1 of the vacation year – 10 days vacation with pay
- 3 years' seniority as of September 1 of the vacation year – 15 days vacation with pay
- 9 years' seniority as of September 1 of the vacation year – 20 days vacation with pay
- 17 years' seniority as of September 1 of the vacation year – 25 days vacation with pay
- 25 years' seniority as of September 1 of the vacation year – 30 days vacation with pay

### **16.01(B)**

An employee with less than one year of service prior to the commencement of the vacation period shall be allowed vacation at the rate of one (1) working day for each completed month of service, up to a maximum of ten (10) working days' vacation.

### **16.01(C) - Vacation - PART-TIME EMPLOYEES**

Effective September 1, 2019, vacation pay will be paid to employees of the Board on their bi-weekly pays in accordance with the following:

- Employees with less than three (3) years seniority as of September 1 of the vacation year will receive four percent (4%) vacation pay.
- Employees with three (3) years seniority as of September 1 of the vacation year but less than nine (9) years will receive six percent (6%) vacation pay.
- Employees with nine (9) years but less than seventeen (17) years of seniority as of September 1 of the vacation year will receive eight percent (8%) vacation pay.
- Employees with seventeen (17) years seniority but less than twenty-five (25) years seniority as of September 1 of the vacation year will receive ten percent (10%) vacation pay.
- Employees with twenty-five (25) years seniority as of September 1 of the vacation year will receive twelve percent (12%) vacation pay.

### **16.02 - FULL-TIME EMPLOYEES**

If a statutory or declared holiday falls or is observed during an employee's vacation period an additional day's vacation for such holiday shall be granted.

### **16.03 - FULL-TIME EMPLOYEES**

Vacation is earned during the period of September 1 to August 31 and the entitlement is calculated in accordance with clause 16.01(A) and there is no vacation carryover from one year to another nor is there a vacation payout for unused vacation. Employees must use their vacation entitlement prior to the close of business August 31.

- i. Vacations shall be taken during the months of July and August in each year. Employees may with the permission of the Manager, Plant Operations, be permitted to extend a vacation from August into September.

### **16.04 - FULL-TIME EMPLOYEES**

Notwithstanding 16.01 to 16.03 inclusive, if vacation entitlement is interrupted prior to the scheduled vacation period by prolonged illness or injury and such illness or injury, the vacation of the affected employees will be rescheduled subject to the work requirements of the Manager, Plant Operations. The Superintendent of Human Resources reserves the right to request proof of prolonged illness or injury.

**16.05 - FULL-TIME EMPLOYEES**

Subject to Clause 16.03, during any twelve (12) month period September to August and subject to approval of the Manager, Plant Operations and the Superintendent of Human Resources, at least one (1) month prior, twenty-five percent (25%) of the seniority employees may use up to fifteen (15) days of vacation entitlement during months other than July and August.

**16.06 - FULL-TIME AND PART-TIME EMPLOYEES**

In Lieu of Remembrance Day, one (1) additional day is added to the vacation entitlement of seniority employees. This additional day is to be taken during Christmas Holidays.

**16.07 - FULL-TIME AND PART-TIME EMPLOYEES**

One (1) day is added to the vacation entitlement of seniority employees. This additional day is to be taken during the Christmas Holidays.

**16.08**

An employee who has either been on leave of absence or lay-off for a period of more than one (1) month or, on sick leave and off the active payroll for more than six (6) months, shall have their vacation entitlement under Article 16, clause 16.01(A) prorated in accordance with the amount of time the employee was on the active payroll during the vacation year.

**16.09**

In the event an employee terminates their employment in any vacation year, and has used more vacation than they are entitled to for that period of time, the Board reserves the right to make the monetary adjustment for the overpayment on their final pay cheque.

**ARTICLE 17 - PAID HOLIDAYS**

**17.01 FULL-TIME EMPLOYEES**

The following holidays shall be recognized and paid for by the Board at the regular rate:

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

Heritage Day (If and when declared by Provincial or Federal Government as a statutory holiday) or days celebrated in lieu of any such holidays.

**17.02 FULL-TIME AND PART-TIME EMPLOYEES**

An employee will be entitled to holiday pay in accordance with the Employment Standards Act.

**17.03 PART-TIME EMPLOYEES**

A seniority employee will have their pay made up for time lost from work as a result of one (1) of the following holidays occurring upon the employee's regularly scheduled work day. The holidays are:

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

Heritage Day (When declared by the Federal Government or Provincial Government)

- a) An employee will be entitled to holiday pay in accordance with the Employment Standards Act.
- b) The employee must have worked their scheduled number of hours the day before and the day after the holiday

**17.04**

An employee who performs work on any holiday for which the employee would be entitled to holiday pay in accordance with the provisions of Article 17.03 if not worked, will be double time (2x) for each hour worked in addition to holiday pay.

## **ARTICLE 18 - EMPLOYEE BENEFITS**

### **18.01 – Employer Health Tax**

The Board shall provide, administer and pay one hundred percent (100%) of what is presently known as the Employer Health Tax.

## **ARTICLE 19 - HOURS OF WORK**

### **19.01**

It is expressly understood and agreed that the provisions of this Article 19 shall not be construed to be a guarantee or a limitation of the hours of work per day or per week or otherwise nor as a guarantee of working schedules.

The start and end times for the day shift will be site specific and will depend on the needs of the school/site as determined by management.

#### **19.01 a) FULL-TIME EMPLOYEES**

**Day Shift** - The normal workday will consist of eight (8) consecutive hours of work plus, to the extent possible, an uninterrupted, unpaid lunch period – Monday to Friday.

**Afternoon Shift** – The normal workday will consist of eight (8) consecutive hours of work plus, to the extent possible, an uninterrupted, unpaid lunch period. Afternoon shifts may start at anytime after 12:00 p.m. (noon) – Monday to Friday.

The working hours during the Christmas break, March break and the summer break will be the day shift, except where there is an approved use of facilities under Board Policy.

#### **19.02 SHIFT PART-TIME EMPLOYEES**

i) A part-time employee's regular shift shall be four (4) hours.

ii) Notwithstanding (i) above, elementary and secondary part-time employees will work a compacted five (5) day work week of forty (40) hours per week for two weeks during the month of July.

### **19.03**

Employees are permitted a fifteen (15) minute break period at approximately the midpoint of each half shift.

#### **19.04 Travel Time**

A Member who is assigned duties by the Board, at two (2) or more locations in the same day shall be allocated time to travel safely between the locations and will be paid a travel allowance for mileage between worksites, according to Board Policy.

#### **19.05 Board Closure**

In the event that the school board has a Board closure period, it is agreed that CUPE employees will be assigned to work on days that are not designated as paid holidays.

## ARTICLE 20 – OVERTIME

### 20.01

When the Board requires overtime the Board will assign such coverage as follows:

- school /work location staff
- Relief and Maintenance staff (in the area)
- call out list by Area

It is understood that any eligible full-time employee may place their name on the Area call out lists for available overtime.

A full-time employee on the Area call out list(s) will have their name removed from the list(s) if they refuse overtime hours three (3) consecutive times in any one (1) September 1st to August 31st work year. The employee will be advised in writing when their name is removed from the Area call out list(s).

### 20.02

When an employee is required by their Field Supervisor to work one half hour or longer over their normal eight (8) hour shift, but not more than thirteen (13) hours in one day unless the employer and the employee agree, otherwise or in an emergency or exceptional unforeseen circumstances, the following will apply:

a) Scheduled overtime at the rate of time and one half (1½) the employee's regular straight time rate of pay, or time off in lieu of pay in accordance with Article 20.02(d), will be paid for authorized work approved on behalf of the Board by the Field Supervisor for work in the following circumstances:

- 1) in excess of eight hours per day;
- 2) in excess of forty (40) straight time hours per week; or
- 3) on a Saturday

b) Scheduled overtime at the rate of two (2) times the employee's regular straight time rate of pay will be paid for authorized work performed on behalf of the Board on a Sunday or Statutory Holiday as defined in Article 17.01 and 17.03.

c) The foregoing (i.e. 20.02(a) and 20.02(b)) shall not apply to Saturdays or Sundays where a regular shift has been scheduled. Where Saturdays are included in a regularly scheduled shift, there shall be a premium of sixty-four cents (\$0.64) per hour for each hour worked on such Saturdays. Where Sundays are included in a regularly scheduled shift, there shall be a premium of one dollar and two cents (\$1.02) per hour for each hour worked on such Sundays.

Effective	Sept. 1/21
Saturday	65 cents
Sunday	\$1.04

d) In lieu of overtime pay, an employee may opt to receive up to one (1) scheduled work week off, for 40 hours overtime worked during the period September 1 to August 31. The approved lieu time will be taken at a date agreed to with the Field Supervisor. Any overtime the employee wishes to take as time off in lieu of overtime pay over and above the initial one (1) scheduled

work week off may be considered by the Field Supervisor. All accumulated lieu time will only be recognized if it is documented on the employee's timesheet.

#### 20.03 - Call In – FULL-TIME/PART-TIME EMPLOYEES

When an employee is called in from home to report for work two (2) hours or more prior to the next scheduled starting time the employee shall receive a minimum of two (2) hours work or pay in lieu thereof at the appropriate overtime rate. During school vacation periods this provision shall not apply to employees whose shifts are altered.

#### 20.04 - Security Check - FULL-TIME EMPLOYEES

An employee assigned to perform security checks will be paid for a minimum of one and one-half (1.5) hours for the work performed, at the appropriate overtime rate for each callout from home (an employee shall be considered to be called out when the employee is in fact called out or when the employee is scheduled to perform a security check). Such security check shall be made between twelve o'clock noon and 9:00 p.m.

NOTE: If by reason of normal or special duties, the caretaker is in the school on Saturday or Sunday, the security check allowance will not be paid.

#### 20.05 - Electronic Signal Call Out - FULL-TIME EMPLOYEES

When an employee is called out as a result of a monitor signal from in-school equipment the employee shall be paid two (2) hours minimum at the appropriate premium rate, plus mileage. Such call out shall involve a complete check of the building. As well as a complete check, there will be a thirty (30) minute minimum standby to allow for testing, checking and validation as to the functional condition of equipment, and a possibility that a condition of break and enter did not occur at the time of the receipt of the signal.

#### 20.06

Employees may accumulate lieu time at regular straight time rates, where overtime would not have been assigned or scheduled, to be used to compensate for regular hours scheduled during the March and Christmas Breaks and other such time as approved by the Field Supervisor, Plant Operations. Such accumulation to receive prior approval of the Field Supervisor, Plant Operations.

#### 20.07 - ALL EMPLOYEES

In no case will there be a compounding or pyramiding of overtime or other premium compensation.

#### 20.08 – FULL-TIME

The Field Supervisor will consider requests from employees to compound their work hours into four (4), ten (10) hour work days during the Christmas Break, March Break and summer break, allowing them to have either the Monday or the Friday off, providing operational requirements are met.

#### 20.09 Inclement Weather

When the Board requires inclement weather maintenance on weekends, holidays, or outside regular working hours the board shall follow Article 20.01.

## **ARTICLE 21 - RELIEVING**

### **21.01**

An employee who is temporarily transferred or assigned by the Field Supervisor to a different job classification within the bargaining unit shall be paid while so employed as follows:

a) If the transfer or assignment is for the convenience of the Board and if the rate of pay in the classification to which the employee is transferred or assigned is less than the employee's rate of pay the employee shall receive the regular rate of pay.

b) If the transfer or assignment is for the convenience of the employee or to enable the employee to avoid lay-off, and if the rate of pay in the classification to which the employee is transferred or assigned is less than the employee's regular rate of pay, the employee shall receive such lesser rate.

c) If the rate of pay in the classification to which the employee is transferred is higher than the employee's regular rate of pay, the employee shall receive such higher rate of pay from the date of transfer.

### **21.02**

The Board will endeavour to provide equal rotation of the afternoon shift assignments among the Relief Caretaker in each maintenance depot.

## **ARTICLE 22 - UNIFORMS**

### **22.01 a) FULL-TIME EMPLOYEES**

Effective September 1, 2019, each employee is required to wear a HDSB-branded shirt from a Board approved vendor while on Board property. Each existing employee will receive a one time allocation of three (3) HDSB-branded shirts.

Effective September 1, 2019, all newly hired employees will receive a one time allocation of three (3) HDSB-branded shirts.

Subsequent to the initial one time allocation above, employees will be responsible for the purchase, replacement, maintenance, cleaning and care of their uniform which will consist of dark blue trousers or blue jeans, and an authorized HDSB-branded shirt. The Board will provide an allowance of \$100 per year on the first pay of each September towards these requirements.

Effective September 1, 2021 - \$103.03 per year.

In addition for each maintenance employee, relief, and truck driver, the Board will pay one hundred percent (100%) of the approved cost of one (1) pair of coveralls or industrial jacket every one (1) Year.

Further, for head caretakers, the Board will pay one hundred percent (100%) of the approved cost of one (1) pair of coveralls or industrial jacket every three (3) years.

### **22.01 b) PART-TIME EMPLOYEES**

Effective September 1, 2019, each employee is required to wear a HDSB-branded shirt from a Board approved vendor while on Board property. Each existing employee will receive a one time allocation of three (3) HDSB-branded shirts.

Effective September 1, 2019, all newly hired employees will receive a one time allocation of three (3) HDSB-branded shirts.

Subsequent to the initial one time allocation above, employees will be responsible for the purchase, replacement, maintenance, cleaning and care of their uniform which will consist of dark blue trousers or blue jeans, and an authorized HDSB-branded shirt. The Board will provide an allowance of \$100 every two years the first payroll of each September towards these requirements.

Effective September 1, 2021 - \$103.03.

### **22.02 - Safety Footwear**

#### **a) FULL-TIME**

Based on the purchase being pre-approved, the Board agrees to pay upon receipt of proof of purchase, one hundred percent (100%) of the approved cost of one (1) pair of Board approved safety footwear per year, where required by legislation or approved by the Field Supervisor.

#### **b) PART-TIME**

Based on the purchase being pre-approved, the Board agrees to pay upon receipt of proof of purchase, the cost of one (1) pair of approved safety footwear to a maximum of seventy-five

dollars (\$75.00) per year where required by legislation and with prior approval by the Field Supervisor.

**22.03**

It shall be the responsibility of the employee to launder all such garments and to mend and keep in first class condition. All employees shall be required to wear provided garments during working hours and coveralls are to be worn only whilst employed at duties for which they are provided.

**ARTICLE 23 - WAGE SCHEDULE**

23.01

Effective September 1, 2022, the wage rate set forth as follows will apply:

i)	Caretaker		Rate
	Start		23.20
	3 Months		23.31
	12 Months		23.81
ii)	Head Caretaker		Rate
	Elementary School		
	Group 2	(0-29,999 sq. ft.)	25.35
	Group 3	(30,000-44,999 sq. ft.)	27.38
	Group 4	(45,000 plus sq. ft.)	27.96
	Head Caretaker		Rate
	Secondary School		
	Group 1	( 0 - 99,999 sq. ft.)	27.96
	Group 2	(100,000 - 124,999 sq. ft.)	29.16
	Group 3	(125,000 plus sq. ft.)	29.95
iii)	Maintenance		28.26
iv)	Relief Caretaker		27.38
v)	Truck Driver		27.38
vi)	Part-Time Employees		20.44

Effective September 1, 2023, the wage rate set forth as follows will apply:

i)	Caretaker		Rate
	Start		24.20
	3 Months		24.31
	12 Months		24.81
ii)	Head Caretaker		Rate
	Elementary School		
	Group 2	(0-29,999 sq. ft.)	26.35
	Group 3	(30,000-44,999 sq. ft.)	28.38
	Group 4	(45,000 plus sq. ft.)	28.96
	Head Caretaker		Rate
	Secondary School		
	Group 1	( 0 - 99,999 sq. ft.)	28.96
	Group 2	(100,000 - 124,999 sq. ft.)	30.16
	Group 3	(125,000 plus sq. ft.)	30.95
iii)	Maintenance		29.26
iv)	Relief Caretaker		28.38
v)	Truck Driver		28.38
vi)	Part-Time Employees		21.44

Effective September 1, 2024, the wage rate set forth as follows will apply:

i)	Caretaker		Rate
	Start		25.20
	3 Months		25.31
	12 Months		25.81
ii)	Head Caretaker		Rate
	Elementary School		
	Group 2	(0-29,999 sq. ft.)	27.35
	Group 3	(30,000-44,999 sq. ft.)	29.38
	Group 4	(45,000 plus sq. ft.)	29.96
	Head Caretaker		Rate
	Secondary School		
	Group 1	( 0 - 99,999 sq. ft.)	29.96
	Group 2	(100,000 - 124,999 sq. ft.)	31.16
	Group 3	(125,000 plus sq. ft.)	31.95
iii)	Maintenance		30.26
iv)	Relief Caretaker		29.38
v)	Truck Driver		29.38
vi)	Part-Time Employees		22.44

Effective September 1, 2025, the wage rate set forth as follows will apply:

i)	Caretaker		Rate
	Start		26.20
	3 Months		26.31
	12 Months		26.81
ii)	Head Caretaker		Rate
	Elementary School		
	Group 2	(0-29,999 sq. ft.)	28.35
	Group 3	(30,000-44,999 sq. ft.)	30.38
	Group 4	(45,000 plus sq. ft.)	30.96
	Head Caretaker		Rate
	Secondary School		
	Group 1	( 0 - 99,999 sq. ft.)	30.96
	Group 2	(100,000 - 124,999 sq. ft.)	32.16
	Group 3	(125,000 plus sq. ft.)	32.95
iii)	Maintenance		31.26
iv)	Relief Caretaker		30.38
v)	Truck Driver		30.38
vi)	Part-Time Employees		23.44

\* Staff who were designated Group 1 January 1, 1991 will remain at that designation.

#### 23.02 - Lead Hand

An allowance will be paid to an employee designated as Lead Hand in the Secondary School as follows:

Effective September 1, 2021 - Forty-three cents (\$0.44) per hour.

#### 23.03

The Board agrees to pay an afternoon shift premium when an afternoon shift is worked as follows:

Effective September 1, 2021 - Seventy-one cents (\$0.74) per hour.

#### 23.04

i) Mileage for employees shall be in accordance with Board established rates and subject to the approval of the Field Supervisor.

ii) Mileage will be paid for the following:

- a) From home to work site and back where called out for a security or electronic signal.
- b) When travelling from one work site to another on approved Board business.

#### 23.05

In a school where there is an indoor swimming pool, the Head Caretaker shall be paid a responsibility allowance if they are responsible for the operation of a pool as follows:

Effective September 1, 2021 - Twenty-eight cents (\$0.28) per hour.

#### 23.06 Stationary Engineer's Papers

Effective September 1, 2021 - Thirty-five cents (\$0.37) per hour.

#### 23.07 - General Purpose Room

Effective September 1, 2019 - Seven cents (\$0.07) per hour will be paid for the time spent in setting up and dismantling tables and chairs in a general purpose room when used on a regular basis as a lunchroom.

#### 23.08

The Board reserves the right to withhold any scheduled increases if the employee's performance is not, in the opinion of the Superintendent of Human Resources, up to the Board's standards. Once the Superintendent of Human Resources deems that the individual has met the Board standards the employee will retroactively receive the scheduled pay increase.

#### 23.09

Part-time employees who work alone and are responsible for securing buildings shall be paid an allowance per week as follows:

Effective September 1, 2021 – Eight dollars and seventy-two cents (\$9.08) per week.

#### 23.10- Trucking Allowance

Maintenance employees will be paid a special trucking allowance per day regardless of the hours of actual vehicular use in the day.

A special trucking payment per day will be made to relief caretakers when their Board approved vehicle is used in any portion of the day for moving or transporting supplies or furniture as requested.

Effective September 1, 2021 - Ten dollars and thirty cents (\$10.30) per day.

**23.11 – Water Treatment**

a) Employees with certification and performing work at a designated school as determined by Facility Services will receive an allowance as follows:

Effective September 1, 2021 – Twenty-six cents (\$0.26) per hour.

b) Upon successful completion the Board shall reimburse an employee for License/Certification updating or renewal costs when such employee is required to obtain or maintain the certification.

## **ARTICLE 24 - EMPLOYEE RELATIONS COMMITTEE**

### **24.01**

The Board agrees to recognize and maintain an Employee Relations Committee comprised of representatives of Human Resources and Facilities personnel and, for the Union, the President, Vice President, Secretary, Chief Steward and two (2) members-at-large or two (2) Stewards. Parties agree to meet bi-monthly or as required.

### **24.02**

The Union agrees to notify the Board in writing of any changes in representation from the Union.

### **24.03**

If representatives from the Union are employed on a shift other than when the meeting takes place, the meeting hours should be credited to those employees' regular shift.

### **24.04 Bulletin Board**

The Board shall provide a bulletin board for the use of the Union at an appropriate location in each workplace upon which the Union shall have the right to post notices relating to matters of interest to the Union.

### **24.05 Courier Service**

The Board shall provide the Union with access to the Board's courier services, at no cost, in order to conduct Union business.

### **24.06 HR File**

A member shall be entitled to provide a statement for inclusion in their personnel file, in cases dealing with disagreement and information contained within the personnel file.

## **ARTICLE 25 - PROFESSIONAL DEVELOPMENT**

### **25.01 – Professional Development**

i) The Professional Development Committee will meet on a regular basis to develop and plan the annual CUPE PD day. The committee will include representatives of the Union, Facility Services Department and Human Resources.

ii) Effective September 1, 2022, P. D. Funding shall be \$13,000 for each school year, made available by the Board, and shall be for the purpose of covering costs associated with professional development provided for in this Article.

These funds may accumulate over a two (2) year period and the maximum carry forward value shall not exceed \$26,000.

Such professional development will be available to all employees and they will be paid at their regular hourly rate of pay.

### **25.02 - Educational Courses - FULL-TIME EMPLOYEES**

An employee will be entitled to reimbursement of tuition fees upon submission of evidence of successful completion of job-related courses that have received prior written approval of the Field Supervisor and the Superintendent of Human Resources or designate. As outlined in Board Policy, such approval is to be made on an individual basis before the employee begins the course or training.

## **ARTICLE 26 – SUPERVISION RESPONSIBILITIES**

### **26.01**

It is not the intent of the board for any CUPE member to be responsible for the appraisal and growth process of any CUPE member.

### **26.02**

Members of CUPE Local 1011 shall not be assigned general student supervision where supervision is not a core duty of that classification.

This does not diminish any employee's obligation to assist in emergency situations.

**ARTICLE 27 - TERM OF AGREEMENT**

27.01

This Agreement shall become effective upon the 1st day of September 2022 and shall terminate at midnight upon the 31st day of August 2026. The Agreement shall continue from year to year thereafter unless either party gives to the other party notice in writing, in accordance with the School Board's Collective Bargaining Act, of their desire to amend or terminate it. Changes may be made in this Agreement by mutual agreement at any time during the existence of this Agreement.

THIS AGREEMENT IS HEREBY duly executed by the authorized representatives of the parties hereto as of December 7th, 2022.

**For the Board**

Allison Ippolito  
General Manager of Human Resources

Jason Alexander  
Manager, Human Resources

Ian Gaudet  
Superintendent of Facilities Services

Terry Janach  
Manager, Plant Operations

Tony Cunha  
Specialist, Plant Operations

Andrew Davidson  
Specialist, Labour Relations and Workplace Investigations

**For the Union**

John Paul Pompili  
President, CUPE Local 1011

Kevin Schensema  
Vice-President, CUPE Local 1011

John De Melo  
Treasurer, CUPE Local 1011

Oracio Ferreira  
Chief Steward, CUPE Local 1011

Russell Mabini  
Recording Secretary, CUPE Local 1011

Diana Zawadzki  
National Representative, CUPE - S.C.P.F

LETTER OF AGREEMENT  
between  
The Halton District School Board  
(hereinafter referred to as the "Board")  
and  
The Canadian Union of Public Employees (Local 1011)  
(hereinafter referred to as the "Union")

RE: SQUARE FOOT FORMULA

The Board's practice on regional square foot formula was adjusted to 19,000 square feet by September 1, 1998.

C.U.P.E. Local 1011 cooperated with the Board to facilitate this implementation.

Signed at Burlington this 7th day of December, 2022.

For the Board

Allison Ippolito  
General Manager of Human Resources

Jason Alexander  
Manager, Human Resources

Ian Gaudet  
Superintendent of Facilities Services

Terry Janach  
Manager, Plant Operations

Tony Cunha  
Specialist, Plant Operations

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Specialist, Labour Relations and Workplace  
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Diana Zawadzki  
National Representative, CUPE - S.C.P.F

LETTER OF AGREEMENT  
between  
The Halton District School Board  
(hereinafter referred to as the "Board")  
and  
The Canadian Union of Public Employees (Local 1011)  
(hereinafter referred to as the "Union")

RE: DOWNSIZING

The parties agree to meet as far in advance as possible of any downsizing to explore options and alternatives to layoffs.

Signed at Burlington this 7th day of December, 2022.

**For the Board**

Allison Ippolito  
General Manager of Human Resources

Jason Alexander  
Manager, Human Resources

Ian Gaudet  
Superintendent of Facilities Services

Terry Janach  
Manager, Plant Operations

Tony Cunha  
Specialist, Plant Operations

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Specialist, Labour Relations and Workplace Investigations

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Diana Zawadzki  
National Representative, CUPE - S.C.P.F

LETTER OF AGREEMENT  
between  
The Halton District School Board  
(hereinafter referred to as the "Board")  
and  
The Canadian Union of Public Employees (Local 1011)  
(hereinafter referred to as the "Union")

RE: JOINT HEALTH AND SAFETY INSPECTIONS

The undersigned representatives of both the Board and the Union (Local 1011) agree to the following:

The operational procedure for the replacement of the Head Caretaker to participate in the Joint Health and Safety inspections will be sent annually to all Head Caretakers and all Administrators.

Signed at Burlington this 7th day of December 2022.

**For the Board**

Allison Ippolito  
General Manager of Human Resources

Jason Alexander  
Manager, Human Resources

Ian Gaudet  
Superintendent of Facilities Services

Terry Janach  
Manager, Plant Operations

Tony Cunha  
Specialist, Plant Operations

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Specialist, Labour Relations and Workplace Investigations

**For the Union**

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President, CUPE Local 1011

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Diana Zawadzki  
National Representative, CUPE - S.C.P.F

LETTER OF AGREEMENT  
between  
The Halton District School Board  
(hereinafter referred to as the "Board")  
and  
The Canadian Union of Public Employees (Local 1011)  
(hereinafter referred to as the "Union")

RE: Contracting Out

In conjunction with Article 7, Clause 7.06 the undersigned representatives of both the Board and the Union agree to the following:

The Board agrees that it will discuss with the Union, any future changes to the current practice of contracting out that would affect CUPE Local 1011 members before any final decision is made by the Board. These discussions will take place through a joint committee comprised of three (3) representatives of the Board and three (3) representatives of the Union, plus appropriate resources.

Both parties agree that they will evaluate the viability of any suggestions made by the committee. The suggestions of this committee will be considered by the Board before any final decision is made by the Board.

Signed at Burlington this 7th day of December, 2022.

**For the Board**

Allison Ippolito  
General Manager of Human Resources

Jason Alexander  
Manager, Human Resources

Ian Gaudet  
Superintendent of Facilities Services

Terry Janach  
Manager, Plant Operations

Tony Cunha  
Specialist, Plant Operations

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Specialist, Labour Relations and Workplace Investigations

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Diana Zawadzki  
National Representative, CUPE - S.C.P.F

LETTER OF AGREEMENT  
between  
The Halton District School Board  
(hereinafter referred to as the "Board")  
and  
The Canadian Union of Public Employees (Local 1011)  
(hereinafter referred to as the "Union")

RE: STAFFING

The undersigned representatives of both the Board and The Canadian Union of Public Employees (Local 1011) agree that during the term of this Collective Agreement, the existing staffing model will continue in which elementary schools will be staffed with members of CUPE Local 1011 and secondary schools will continue to be staffed with members of CUPE Local 1011 as Head Caretakers and Lead Hands (excepting Acton and White Oaks North Campus).

The foregoing in no way prohibits the union from future investigations into the use of union members for the cleaning and maintenance of all Board facilities at any point.

Signed at Burlington this 7th day of December, 2022.

**For the Board**

Allison Ippolito  
General Manager of Human Resources

Jason Alexander  
Manager, Human Resources

Ian Gaudet  
Superintendent of Facilities Services

Terry Janach  
Manager, Plant Operations

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**For the Union**

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Diana Zawadzki  
National Representative, CUPE - S.C.P.F

LETTER OF AGREEMENT  
Between  
The Halton District School Board  
(hereinafter referred to as the "Board")  
and  
The Canadian Union of Public Employees (Local 1011)  
(hereinafter referred to as the "Union")

RE: LIEU TIME

The undersigned representatives of both the Board and the Union agree to the following:

ARTICLE 20 – OVERTIME, clause 20.02 d) recognizes the employee's option to accumulate a maximum of 40 hours of approved overtime worked during the period of September 1st to August 31 to be recorded in the CUPE Electronic Timesheet program and taken as lieu time.

This article and clause will be amended to allow the employee to accrue a maximum of 40 hours of lieu time in one September 1st to August 31 work year and earn an additional 40 hours of approved overtime, as lieu time hours, in the current September 1st to August 31 work year for a maximum total accumulation of up to 80 hours of lieu time.

Both the Board and the Union recognize the need to modify the CUPE Electronic Timesheet program and generate user reports before implementing the amendment to ARTICLE 20 – OVERTIME, clause 20.02 d). The implementation date for the change in the banking of lieu time hours will occur no later than July 1, 2009.

Signed at Burlington the 7th day of December 2022.

**For the Board**

Allison Ippolito  
General Manager of Human Resources

Jason Alexander  
Manager, Human Resources

Ian Gaudet  
Superintendent of Facilities Services

Terry Janach  
Manager, Plant Operations

Tony Cunha  
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**For the Union**

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Diana Zawadzki  
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LETTER OF AGREEMENT  
Between  
The Halton District School Board  
(hereinafter referred to as the "Board")

and  
The Canadian Union of Public Employees (Local 1011)  
(hereinafter referred to as the "Union")

RE: CUPE STAFFING COMMITTEE

The undersigned representatives of both the Board and the Union agree to the following:

A committee consisting of three (3) representatives of the Board and three (3) representatives of the Union, and two (2) CUPE Provincial representatives will meet to review staffing issues. The mandate of the committee will include:

- review the viability of increasing the usage of Local 1011 bargaining unit members to clean and maintain all HDSB Secondary School Facilities, including secondary schools occupied by elementary students;
- a review of the relief caretaker job duties and responsibilities; and
- a review of the job posting process.

The parties agree to meet no later than February 28, 2023 and provide recommendations to the Superintendent of Human Resources by April 30, 2024.

Signed at Burlington the 7th day of December, 2022.

**For the Board**

Allison Ippolito  
\_\_\_\_\_  
General Manager of Human Resources

Jason Alexander  
\_\_\_\_\_  
Manager, Human Resources

Ian Gaudet  
\_\_\_\_\_  
Superintendent of Facilities Services

Terry Janach  
\_\_\_\_\_  
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Specialist, Plant Operations

Andrew Davidson  
\_\_\_\_\_  
Specialist, Labour Relations and Workplace Investigations

**For the Union**

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Diana Zawadzki  
\_\_\_\_\_  
National Representative, CUPE - S.C.P.F

LETTER OF AGREEMENT  
Between  
THE HALTON DISTRICT SCHOOL BOARD  
(hereinafter referred to as the "Board")  
and  
The Canadian Union of Public Employees (Local 1011)  
(hereinafter referred to as the "Union")

RE: Long Term Disability Income Protection Plan

The Board and the Union agree that effective April 1, 2014 the Board shall administer but not contribute to the premiums of a Long Term Disability Income Protection Plan. Enrolment in such plan shall be mandatory for all employees eligible according to the insurer who are on staff or hired on or after April 1, 2014.

An Employee receiving benefits from this Long Term Disability Income Protection Plan shall:

- a) remain on staff for a period of two (2) years plus an extension of time off;

- i) up to three (3) years provided the employee's physician provides, annually, to the Manager of Human Resources, in writing, a prognosis that the physician believes the employee may return to their regular duties within three (3) years.

- ii) up to three (3) years provided the employee's physician provides, annually, to the Manager of Human Resources, in writing, a prognosis that the physician believes the employee will be able to work at some other occupation within three (3) years.

- iii) an unspecified amount of time beyond that provided in i) above if approved by the Superintendent of Human Resources.

- b) be eligible to continue participation in the insured employee benefit plans, with the Board contributions continuing to be paid, for the period the employee remains on staff with the Board;

- c) continue to accumulate actual seniority;

- d) Provide proof of medical fitness before returning to work. The Superintendent of Human Resources may require confirmation by a Board appointed medical practitioner.

Signed in Burlington, ON, this 7th day of December, 2022

**For the Board**

Allison Ippolito  
General Manager of Human Resources

Jason Alexander  
Manager, Human Resources

Ian Gaudet  
Superintendent of Facilities Services

Terry Janach  
Manager, Plant Operations

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Russell Mabini  
Recording Secretary, CUPE Local 1011

Diana Zawadzki  
National Representative, CUPE - S.C.P.F

## **APPENDIX A**

Casual Caretaking staff are those persons employed on a temporary day to day or intermittent basis. They are paid an hourly rate for hours worked.

Casual Caretaking staff shall be governed by the Employment Standards Act and any amendments thereto.

It is agreed that the Board will maintain a separate seniority list for Casual Caretaking staff listing the employee's name and date of hire.

The rate of pay from date of hire to the end of the probationary period will be equivalent to the part time CUPE rate. Upon successful completion of the probationary period, the casual caretaker will be paid the rate of pay equivalent to the start rate of a Caretaker.

It is agreed that the probationary period will be six (6) months from the date of hire. Upon completion of the probationary period, the employee will have access to Article IX – Grievance Procedure.

The following clauses will apply to the Casual Caretaking staff:

Article II – Recognition

Article III – Relationship

Article IV – Management Rights

Article V – Deduction of Union Dues

It is agreed that a Casual Caretaker will not be used to replace the following CUPE positions:

Head Caretaker - Secondary

Head Caretaker - Elementary

Relief Caretaker

Truck Driver

Maintenance

Casual caretakers will not be permitted to work in excess of forty (40) hours per week nor work any shift for which the relieved CUPE employee would have earned overtime payment, except in the case of emergency. Such cases will be determined on an individual basis and notification will be given to the Union President.

It is agreed that Casual Caretakers will be entitled to attend the CUPE PD day and will have access to job-related training offered by the Board to CUPE staff.

When a Relief Caretaker or Afternoon Caretaker is not assigned to cover for an absent Caretaker (Lead Hand Allowance) in a High School, a Casual Caretaker is eligible to be assigned.

The Board agrees to notify the local should they see the need or opportunity to hire employees outside the casual pool and will provide rationale for the hire.

## MEMORANDUM OF INFORMATION RE: OMERS

The parties agree that the information related to OMERS shared in this memorandum is for reference purposes only and have agreed to include the definition of contributory earnings under the OMERS Pension Plan and readily available from the OMERS web site ([www.omers.com/employers/employeradministrationmanual](http://www.omers.com/employers/employeradministrationmanual)) and reads as follows:

Effective January 1, 2002, contributory earnings must include all regular recurring earnings for all plan members except council members. See Section 7 Council members. You must include the following:

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service. See Section 6.3.3 Vacation pay and OTCFT members;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (for example, flight allowance, canine allowance);
- pay for time off in lieu of overtime. See Example 1;
- pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary. See Section 11 Leave periods and Section 13, Disability;
- salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (for example, educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents

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payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);

- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The members pension will begin on the first day of the month following the revised retirement date. See Section 5 Credited service.

It is understood that the parties will continue to be bound by any relevant OMERS Plan changes.

Employees are also encouraged to reference the information available on Board's web site ([www.hdsb.ca](http://www.hdsb.ca)) click on Staff, click on Payroll and Benefits, scroll down to and click on OMERS.