

THE AGREEMENT MADE THIS 4<sup>th</sup> DAY OF March, 2023

Between

**GRAND ERIE DISTRICT SCHOOL BOARD**  
(hereinafter called the “Board”)

of the first part;

and

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5100**  
(Facility Services)

(hereinafter called the “Union”)

of the second part.

**2022-2026**

ma:rd/bk/cope491

\*This version of the Collective Agreement has been changed to reflect the wage adjustments under Bill 124.

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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 Mediation**

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

- k. The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.
- l. The responding party shall provide their brief no later than five (5) days prior to the scheduled review.
- m. The Crown may provide a brief no later than two (2) days prior to the review.
- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

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

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #8. Arbitrators on the list will be used in rotation, based on availability. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d. The Parties shall select an arbitrator from the list to subject to their availability to hear the matter within eighteen (18) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within eighteen (18) the parties shall appoint a mutually agreed to arbitrator who is available within eighteen (18) months.
- e. The central parties may refer multiple grievances to a single arbitrator.
- f. The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

## **C5.00**

### **BENEFITS**

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

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

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

Post Participation Date, the following shall apply:

#### **C5.1 Eligibility and Coverage**

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

#### **C5.2 Funding**

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

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

### **C5.3 Cost Sharing**

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

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

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

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

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

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

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

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

## **C5.7 Privacy**

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

## **C6.00 SICK LEAVE**

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

#### **Definitions:**

The definitions below shall be exclusively used for this article.

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

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

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

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

**"Casual Employees"** means,

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

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

**"Fiscal Year"** means September 1 to August 31.

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

#### **a) Sick Leave Benefit Plan**

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

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

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

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

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

**d) Eligibility and Allocation**

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

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

**Permanent Employees**

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

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

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

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

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

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

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

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

#### **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 (*Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.*).

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

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

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

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

Have you discussed return to work with your patient?

- Yes       No

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

- Regular full time hours    Modified hours  
 Graduated hours

Start Date:                      **dd   mm   yyyy**



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

Additional or follow up information may be requested as appropriate.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

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

**AND**

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

**Re: Status Quo Central Items**

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

**Issues: To be Updated as Necessary**

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

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

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

**AND**

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

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

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

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

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

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

**STATUTORY/PUBLIC HOLIDAYS**

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

**WSIB TOP-UP**

If a class of employee was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties who have not yet do so must incorporate those same provisions without

deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) month shall be included in the 2019-2022 collective agreement.

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

### **Common Central Provisions**

#### **Maternity Benefits/SEB Plan**

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

#### **SHORT-TERM PAID LEAVES**

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

days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

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

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

### **RETIREMENT GRATUITIES**

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

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

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

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

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

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

## **LETTER OF UNDERSTANDING #3**

### **BETWEEN**

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

### **AND**

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

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

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

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

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

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

consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.

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

## **LETTER OF UNDERSTANDING #4**

### **BETWEEN**

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

### **AND**

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

### **AND**

**The Crown**

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

#### **PREAMBLE:**

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

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

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

#### **II. DELIVERABLES**

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

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

#### **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.

## APPENDIX III

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

Northwest Catholic DSB	518
Ottawa Catholic DSB	231
Peel DSB	55,581
Peterborough V N C Catholic DSB	5,638
Rainbow DSB	6,140
Rainy River DSB	1,384
Renfrew County Catholic DSB	1,816
Renfrew County DSB	4,763
Simcoe County DSB	17,471
Simcoe Muskoka Catholic DSB	7,466
St. Clair Catholic DSB	3,211
Sudbury Catholic DSB	2,384
Thames Valley DSB	29,002
Toronto Catholic DSB	34,196
Toronto DSB	85,953
Trillium Lakelands DSB	6,961
Upper Canada DSB	12,895
Upper Grand DSB	11,029
Waterloo Catholic DSB	87
Wellington Catholic DSB	2,950
York Catholic DSB	20,341
York Region DSB	45,435
TOTAL	651,835

**APPENDIX IV**

DSB Name	2022-23			2023-24			2024-25			2025-26		
	Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staff Amount	Other Staffing Amount	TOTAL
Algoma DSB	\$ -	\$ 175,997	\$ 175,997	\$ -	\$ 181,576	\$ 181,576	\$ -	\$ 187,169	\$ 187,169	\$ -	\$ 192,821	\$ 192,821
Algonquin and Lakeshore Catholic DSB	\$ 385,520	\$ 313,539	\$ 699,060	\$ 397,741	\$ 323,478	\$ 721,220	\$ 409,992	\$ 333,442	\$ 743,434	\$ 422,374	\$ 343,512	\$ 765,886
Bluewater DSB	\$ -	\$ 236,384	\$ 236,384	\$ -	\$ 243,877	\$ 243,877	\$ -	\$ 251,389	\$ 251,389	\$ -	\$ 258,981	\$ 258,981
Bruce-Grey Catholic DSB	\$ 163,871	\$ 97,428	\$ 261,298	\$ 169,066	\$ 100,516	\$ 269,582	\$ 174,273	\$ 103,612	\$ 277,885	\$ 179,536	\$ 106,741	\$ 286,277
Catholic DSB of Eastern Ontario	\$ 399,012	\$ 344,075	\$ 743,087	\$ 411,660	\$ 354,982	\$ 766,642	\$ 424,339	\$ 365,916	\$ 790,255	\$ 437,155	\$ 376,966	\$ 814,121
CÉP de l'Est de l'Ontario	\$ -	\$ 383,815	\$ 383,815	\$ -	\$ 395,982	\$ 395,982	\$ -	\$ 408,179	\$ 408,179	\$ -	\$ 420,506	\$ 420,506
CS catholique MonAvenir	\$ -	\$ 206,807	\$ 206,807	\$ -	\$ 213,363	\$ 213,363	\$ -	\$ 219,934	\$ 219,934	\$ -	\$ 226,576	\$ 226,576
CS catholique Providence	\$ 324,922	\$ 292,049	\$ 616,971	\$ 335,222	\$ 301,307	\$ 636,529	\$ 345,547	\$ 310,587	\$ 656,134	\$ 355,982	\$ 319,967	\$ 675,950
CS Viamonde	\$ -	\$ 165,219	\$ 165,219	\$ -	\$ 170,457	\$ 170,457	\$ -	\$ 175,707	\$ 175,707	\$ -	\$ 181,013	\$ 181,013
CSD catholique de l'Est ontarien	\$ -	\$ 250,765	\$ 250,765	\$ -	\$ 258,714	\$ 258,714	\$ -	\$ 266,683	\$ 266,683	\$ -	\$ 274,737	\$ 274,737
CSD catholique des Grandes Rivières	\$ -	\$ 102,542	\$ 102,542	\$ -	\$ 105,793	\$ 105,793	\$ -	\$ 109,051	\$ 109,051	\$ -	\$ 112,344	\$ 112,344
CSD catholique du Centre-Est de l'Ontario	\$ -	\$ 182,349	\$ 182,349	\$ -	\$ 188,130	\$ 188,130	\$ -	\$ 193,924	\$ 193,924	\$ -	\$ 199,781	\$ 199,781
CSD catholique du Nouvel-Ontario	\$ -	\$ 129,373	\$ 129,373	\$ -	\$ 133,474	\$ 133,474	\$ -	\$ 137,585	\$ 137,585	\$ -	\$ 141,740	\$ 141,740
CSD catholique Franco-Nord	\$ -	\$ 42,325	\$ 42,325	\$ -	\$ 43,667	\$ 43,667	\$ -	\$ 45,012	\$ 45,012	\$ -	\$ 46,371	\$ 46,371
CSP du Grand Nord de l'Ontario	\$ -	\$ 62,802	\$ 62,802	\$ -	\$ 64,793	\$ 64,793	\$ -	\$ 66,789	\$ 66,789	\$ -	\$ 68,806	\$ 68,806
CSP du Nord-Est de l'Ontario	\$ 123,936	\$ 94,758	\$ 218,693	\$ 127,865	\$ 97,761	\$ 225,626	\$ 131,803	\$ 100,772	\$ 232,575	\$ 135,783	\$ 103,816	\$ 239,599
DSB of Niagara	\$ 949,189	\$ 757,428	\$ 1,706,616	\$ 979,278	\$ 781,438	\$ 1,760,716	\$ 1,009,440	\$ 805,507	\$ 1,814,946	\$ 1,039,925	\$ 829,833	\$ 1,869,757
DSB Ontario North East	\$ -	\$ 187,606	\$ 187,606	\$ -	\$ 193,553	\$ 193,553	\$ -	\$ 199,514	\$ 199,514	\$ -	\$ 205,540	\$ 205,540
Dufferin-Peel Catholic DSB	\$ -	\$ 1,693,461	\$ 1,693,461	\$ -	\$ 1,747,144	\$ 1,747,144	\$ -	\$ 1,800,956	\$ 1,800,956	\$ -	\$ 1,855,344	\$ 1,855,344
Durham Catholic DSB	\$ 430,803	\$ 412,916	\$ 843,718	\$ 444,459	\$ 426,005	\$ 870,464	\$ 458,148	\$ 439,126	\$ 897,274	\$ 471,985	\$ 452,388	\$ 924,373
Durham DSB	\$ 1,709,102	\$ 3,176,176	\$ 4,885,278	\$ 1,763,281	\$ 3,149,801	\$ 4,913,082	\$ 1,817,590	\$ 3,183,082	\$ 5,000,672	\$ 1,872,481	\$ 3,150,729	\$ 5,023,210
Grand Erie DSB	\$ 711,154	\$ 596,606	\$ 1,307,760	\$ 733,698	\$ 615,518	\$ 1,349,216	\$ 756,296	\$ 634,476	\$ 1,390,772	\$ 779,136	\$ 653,637	\$ 1,432,773
Greater Essex County DSB	\$ -	\$ 754,941	\$ 754,941	\$ -	\$ 778,872	\$ 778,872	\$ -	\$ 802,862	\$ 802,862	\$ -	\$ 827,108	\$ 827,108
Haldon Catholic DSB	\$ 697,228	\$ 630,079	\$ 1,327,307	\$ 719,330	\$ 650,053	\$ 1,369,383	\$ 741,485	\$ 670,075	\$ 1,411,560	\$ 763,878	\$ 690,311	\$ 1,454,189
Haldon DSB	\$ -	\$ 533,298	\$ 533,298	\$ -	\$ 550,204	\$ 550,204	\$ -	\$ 567,150	\$ 567,150	\$ -	\$ 584,278	\$ 584,278
Hamilton-Wentworth Catholic DSB	\$ 804,718	\$ 236,689	\$ 1,041,407	\$ 830,228	\$ 244,192	\$ 1,074,420	\$ 855,799	\$ 251,713	\$ 1,107,512	\$ 881,644	\$ 259,315	\$ 1,140,959
Hamilton-Wentworth DSB	\$ -	\$ 567,243	\$ 567,243	\$ -	\$ 585,225	\$ 585,225	\$ -	\$ 603,250	\$ 603,250	\$ -	\$ 621,468	\$ 621,468
Hastings and Prince Edward DSB	\$ 460,756	\$ 341,385	\$ 802,141	\$ 475,362	\$ 352,206	\$ 827,568	\$ 490,003	\$ 363,054	\$ 853,058	\$ 504,801	\$ 374,019	\$ 878,820
Huron Perth Catholic DSB	\$ 171,987	\$ 54,183	\$ 226,170	\$ 177,439	\$ 55,901	\$ 233,340	\$ 182,904	\$ 57,622	\$ 240,526	\$ 188,428	\$ 59,362	\$ 247,790
Huron-Superior Catholic DSB	\$ 222,665	\$ 166,954	\$ 389,619	\$ 229,724	\$ 172,247	\$ 401,970	\$ 236,799	\$ 177,552	\$ 414,351	\$ 243,950	\$ 182,914	\$ 426,864
Kawartha Pine Ridge DSB	\$ 928,441	\$ 712,511	\$ 1,640,952	\$ 957,873	\$ 735,098	\$ 1,692,970	\$ 987,375	\$ 757,739	\$ 1,745,114	\$ 1,017,194	\$ 780,622	\$ 1,797,816
Kewatin-Patricia DSB	\$ -	\$ 145,265	\$ 145,265	\$ -	\$ 149,870	\$ 149,870	\$ -	\$ 154,486	\$ 154,486	\$ -	\$ 159,151	\$ 159,151
Lakehead DSB	\$ -	\$ 141,822	\$ 141,822	\$ -	\$ 146,318	\$ 146,318	\$ -	\$ 150,824	\$ 150,824	\$ -	\$ 155,379	\$ 155,379
Lambton Kent DSB	\$ 664,839	\$ 497,673	\$ 1,162,512	\$ 685,914	\$ 513,449	\$ 1,199,364	\$ 707,040	\$ 529,264	\$ 1,236,304	\$ 728,393	\$ 545,247	\$ 1,273,640
Limestone DSB	\$ 522,282	\$ 436,641	\$ 958,924	\$ 538,838	\$ 450,483	\$ 989,321	\$ 555,435	\$ 464,358	\$ 1,019,793	\$ 572,209	\$ 478,382	\$ 1,050,590
London District Catholic School Board	\$ 514,812	\$ 368,337	\$ 883,149	\$ 531,132	\$ 380,013	\$ 911,145	\$ 547,491	\$ 391,718	\$ 939,208	\$ 564,025	\$ 403,548	\$ 967,573
Near North DSB	\$ -	\$ 291,472	\$ 291,472	\$ -	\$ 300,712	\$ 300,712	\$ -	\$ 309,974	\$ 309,974	\$ -	\$ 319,335	\$ 319,335
Niagara Catholic DSB	\$ 561,377	\$ 466,988	\$ 1,028,366	\$ 579,173	\$ 481,792	\$ 1,060,965	\$ 597,012	\$ 496,631	\$ 1,093,642	\$ 615,041	\$ 511,629	\$ 1,126,670
Nipissing-Parry Sound Catholic DSB	\$ -	\$ 33,100	\$ 33,100	\$ -	\$ 34,149	\$ 34,149	\$ -	\$ 35,201	\$ 35,201	\$ -	\$ 36,264	\$ 36,264
Northeastern Catholic DSB	\$ 115,913	\$ 73,830	\$ 189,743	\$ 119,588	\$ 76,171	\$ 195,758	\$ 123,271	\$ 78,517	\$ 201,788	\$ 126,994	\$ 80,888	\$ 207,882
Northwest Catholic DSB	\$ 98,825	\$ 46,328	\$ 145,153	\$ 101,957	\$ 47,797	\$ 149,754	\$ 105,098	\$ 49,269	\$ 154,366	\$ 108,271	\$ 50,757	\$ 159,028
Ottawa Catholic DSB	\$ 989,189	\$ 388,717	\$ 1,377,906	\$ 1,020,546	\$ 401,039	\$ 1,421,586	\$ 1,051,979	\$ 413,391	\$ 1,465,370	\$ 1,083,749	\$ 425,876	\$ 1,509,625
Peel DSB	\$ -	\$ 3,042,741	\$ 3,042,741	\$ -	\$ 3,139,195	\$ 3,139,195	\$ -	\$ 3,235,863	\$ 3,235,863	\$ -	\$ 3,333,606	\$ 3,333,606
Peterborough V N C Catholic DSB	\$ 448,480	\$ 365,599	\$ 814,079	\$ 462,697	\$ 377,188	\$ 839,885	\$ 476,948	\$ 388,806	\$ 865,754	\$ 491,352	\$ 400,548	\$ 891,900
Rainbow DSB	\$ -	\$ 220,098	\$ 220,098	\$ -	\$ 227,075	\$ 227,075	\$ -	\$ 234,069	\$ 234,069	\$ -	\$ 241,138	\$ 241,138
Rainy River DSB	\$ -	\$ 41,231	\$ 41,231	\$ -	\$ 42,538	\$ 42,538	\$ -	\$ 43,848	\$ 43,848	\$ -	\$ 45,172	\$ 45,172
Renfrew County Catholic DSB	\$ -	\$ 60,903	\$ 60,903	\$ -	\$ 62,834	\$ 62,834	\$ -	\$ 64,769	\$ 64,769	\$ -	\$ 66,725	\$ 66,725
Renfrew County DSB	\$ -	\$ 245,517	\$ 245,517	\$ -	\$ 253,300	\$ 253,300	\$ -	\$ 261,102	\$ 261,102	\$ -	\$ 268,987	\$ 268,987
Simcoe County DSB	\$ -	\$ 587,385	\$ 587,385	\$ -	\$ 606,005	\$ 606,005	\$ -	\$ 624,670	\$ 624,670	\$ -	\$ 643,535	\$ 643,535
Simcoe Muskoka Catholic DSB	\$ -	\$ 276,448	\$ 276,448	\$ -	\$ 285,212	\$ 285,212	\$ -	\$ 293,996	\$ 293,996	\$ -	\$ 302,875	\$ 302,875
St. Clair Catholic DSB	\$ 275,165	\$ 193,444	\$ 468,610	\$ 283,888	\$ 199,577	\$ 483,465	\$ 292,632	\$ 205,723	\$ 498,355	\$ 301,469	\$ 211,936	\$ 513,406
Subury Catholic DSB	\$ -	\$ 80,701	\$ 80,701	\$ -	\$ 83,259	\$ 83,259	\$ -	\$ 85,823	\$ 85,823	\$ -	\$ 88,415	\$ 88,415
Thames Valley DSB	\$ 1,790,290	\$ 1,562,651	\$ 3,352,941	\$ 1,847,042	\$ 1,612,187	\$ 3,459,229	\$ 1,903,931	\$ 1,661,843	\$ 3,565,774	\$ 1,961,249	\$ 1,712,031	\$ 3,673,460
Toronto Catholic DSB	\$ 1,762,084	\$ 2,015,446	\$ 3,777,530	\$ 1,817,942	\$ 2,079,336	\$ 3,897,277	\$ 1,873,934	\$ 2,143,379	\$ 4,017,314	\$ 1,930,527	\$ 2,208,109	\$ 4,138,636
Toronto DSB	\$ 4,852,941	\$ 4,529,586	\$ 9,382,527	\$ 5,006,779	\$ 4,673,174	\$ 9,679,953	\$ 5,160,988	\$ 4,817,107	\$ 9,978,096	\$ 5,316,850	\$ 4,962,584	\$ 10,279,434
Trillium Lakelands DSB	\$ 513,787	\$ 442,883	\$ 956,670	\$ 530,075	\$ 456,922	\$ 986,997	\$ 546,401	\$ 470,995	\$ 1,017,396	\$ 562,902	\$ 485,219	\$ 1,048,122
Upper Canada DSB	\$ 797,965	\$ 692,833	\$ 1,490,798	\$ 823,260	\$ 714,795	\$ 1,538,056	\$ 848,617	\$ 736,811	\$ 1,585,428	\$ 874,245	\$ 759,063	\$ 1,633,308
Upper Grand DSB	\$ -	\$ 339,162	\$ 339,162	\$ -	\$ 349,914	\$ 349,914	\$ -	\$ 360,691	\$ 360,691	\$ -	\$ 371,584	\$ 371,584
Waterloo Catholic DSB	\$ 519,945	\$ 197,833	\$ 717,778	\$ 536,427	\$ 204,104	\$ 740,531	\$ 552,949	\$ 210,390	\$ 763,340	\$ 569,648	\$ 216,744	\$ 786,392
Wellington Catholic DSB	\$ -	\$ 82,010	\$ 82,010	\$ -	\$ 84,610	\$ 84,610	\$ -	\$ 87,216	\$ 87,216	\$ -	\$ 89,850	\$ 89,850
Windsor-Essex Catholic DSB	\$ 543,521	\$ -	\$ 543,521	\$ 560,750	\$ -	\$ 560,750	\$ 578,022	\$ -	\$ 578,022	\$ 595,478	\$ -	\$ 595,478
York Catholic DSB	\$ 1,172,659	\$ 998,693	\$ 2,171,352	\$ 1,209,833	\$ 1,030,352	\$ 2,240,184	\$ 1,247,095	\$ 1,062,087	\$ 2,309,182	\$ 1,284,758	\$ 1,094,162	\$ 2,378,919
York Region DSB	\$ 2,653,309	\$ 2,366,453	\$ 5,019,761	\$ 2,737,418	\$ 2,441,469	\$ 5,178,888	\$ 2,821,731	\$ 2,516,666	\$ 5,338,397	\$ 2,906,947	\$ 2,592,670	\$ 5,499,617
<b>Totals</b>	<b>\$ 27,280,687</b>	<b>\$ 33,333,495</b>	<b>\$ 60,614,182</b>	<b>\$ 28,145,485</b>	<b>\$ 34,390,167</b>	<b>\$ 62,535,652</b>	<b>\$ 29,012,366</b>	<b>\$ 35,449,384</b>	<b>\$ 64,461,750</b>	<b>\$ 29,888,539</b>	<b>\$ 36,519,956</b>	<b>\$ 66,408,495</b>

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

## PART B: LOCAL TERMS

### ARTICLE 1 – GENERAL PURPOSE

- 1.1 In the interest of the efficient conduct and administration of the Board's affairs, it is desirable that there shall be harmonious relations. This Agreement is entered into by the Parties in order to provide for orderly collective bargaining relations between the Board and its Employees. It is the desire of both Parties to co-operate in maintaining a mutually satisfactory relationship between the Board and its Employees.
- 1.2 Wherever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

### ARTICLE 2 – RECOGNITION AND COVERAGE

- 2.1 The Board recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all Employees engaged in facility services, transportation services and maintenance services save and except supervisors and those above the rank of supervisors, health and safety officer, environmental officer and students.
- 2.2 **Casual Worker** - A casual worker is:
- (a) A person employed for the purpose of replacing an Employee absent due to sickness, accident or other approved absence or leave. A casual worker employed for the purpose of replacing an Employee absent due to the reasons stated above may be engaged for the duration of the absence of the permanent Employee so long as the permanent Employee retains their right to return to the position from which they are absent.
- OR
- (b) A person employed for the purpose of performing a temporary assignment of up to sixty days worked. The length of the term or assignment within the sixty-day limit shall be at the sole discretion of the Board. An extension of this period may be made by mutual agreement of the Union and the Board.

Casual workers shall not be entitled to the accrual of seniority or Employee benefits in excess of what is stipulated by the *Employment Standards Act*.

A temporary vacancy of sixty work days or longer must be posted within the bargaining unit. Only the vacancy created by the initial leave request will be posted.

- 2.3 **Labour-Management Committee** – The Parties agree to form a Labour-Management Committee consisting of up to five (5) representatives from each Party. This Committee shall meet at the request of either Party, at least four (4) times per year (unless mutually agreed otherwise) to discuss matters of mutual concern. This Committee shall not by-pass the Grievance Procedure or supersede the Collective Agreement.
- 2.4 **Modified Work** - The Board and the Union recognize their joint responsibilities to accommodate Employees in accordance with the *Workplace and Safety and Insurance Act* and the *Ontario Human Rights Code*.

- 2.5** The Board agrees that it will discuss with the Union any future changes to the current practice of contracting out that would affect bargaining unit members before any final decision is made by the Board. The Union may also bring forward for discussion issues surrounding the contracting in of services. These discussions will take place through the Labour-Management Committee.
- 2.6** It is understood that no student will be employed which will cause the layoff of a regular Employee nor will such student be employed while any regular Employee who is qualified and willing to perform the work in question is on layoff.

### **ARTICLE 3 – DISCRIMINATION**

- 3.1** Each of the Parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any Employee because of membership or non-membership in the Union or any prohibited grounds under the *Ontario Human Rights Code*.

### **ARTICLE 4 – CORRESPONDENCE AND UNION DUES DEDUCTIONS**

- 4.1** All correspondence from either party to the other, arising out of or incidental to this Agreement shall be forwarded to the Superintendent responsible for Human Resources or designate or to the President (of the Union).
- 4.2** The Board will advise the Union of the full name, position, start date and work location of all new Employees within thirty (30) days of their employment. The Employer will distribute orientation packages to new Employees which will be provided by the Union.
- 4.3** The Board shall deduct regular Union dues from Employees on every pay.
- 4.4** The Board shall forward such deductions to the Secretary-Treasurer, or designate, of the National Union not later than the 15<sup>th</sup> of the month following the month in which the deductions were made. Such remittance shall be accompanied with an electronic list of the names, addresses, hours worked, and earnings of all Employees from whose wages the deductions have been made. The list shall also indicate the amount of dues deducted from each Employee. The Board shall forward a copy of this electronic list to the Secretary-Treasurer, or designate, of the Local.
- 4.5** The Union shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

### **ARTICLE 5 – SENIORITY AND STAFF CHANGES**

- 5.1** Effective January 1, 2020, seniority shall be defined as the permanent hire date for all Employees hired on/after this date. For Employees hired prior to December 31, 2019, seniority shall be frozen at their seniority placement as of December 31, 2019.

## **52 Loss of Seniority**

Seniority and all other rights contained in the collective agreement shall cease and employment shall be considered terminated in the event that any of the following applies to the Employee:

- ◆ is discharged for just cause and is not reinstated
- ◆ resigns in writing and does not withdraw in writing within two (2) working days
- ◆ is laid off for a period of twenty-four (24) consecutive months
- ◆ fails to report to work as scheduled at the end of an approved leave of absence, layoff or suspension without a reasonable explanation given in a timely fashion
- ◆ is absent without an approved leave without a reasonable explanation given in a timely fashion
- ◆ retires

**53** Seniority lists will be issued by the Board to the Union's President and posted electronically by February 15<sup>th</sup> of each year showing the seniority of all Employees. Employees must contact Human Resources Services by March 15 if they have questions regarding their placement on the seniority list. The Union will sign off on the seniority lists after reviewing all written Employee concerns and written resolutions to concerns.

## **54 Probationary Employees**

(a) New Employees hired to a permanent position shall be on probation during the first fifty (50) days worked and during that period shall have no seniority rights. Notwithstanding the foregoing, any Employee who has worked fifty (50) days as a Casual Worker shall be on probation for thirty (30) days worked and during that period shall have no seniority rights. The probationary period may be extended for twenty (20) days worked. Such extension is to be mutually agreed upon by the Parties. Upon successful completion of the probationary period, seniority shall be retroactive to the date of hire to the permanent position.

(b) During the probationary period the Employer shall have the right to discipline, demote, discharge or lay off a probationary Employee and such probationary Employee shall have recourse to the Grievance Procedure. It is understood by the parties that, for the purposes of the above, a lesser standard will apply to a probationary Employee than to an Employee who has completed their probationary period.

**55** If an Employee is awarded a position outside the bargaining unit and returns to the bargaining unit within twelve (12) months, the Employee's seniority would resume effective with the date of their return to the bargaining unit. If the Employee returns to the bargaining unit after twelve (12) months, the Employee returns to the bargaining unit with no previously accumulated seniority. The return of the Employee to the bargaining unit shall not result in the lay-off or displacement of any bargaining unit member.

**56** Ties on the seniority list shall be broken by the drawing of lots by the Superintendent of Human Resources, or designate, and the President of the Union, or designate, prior to the posting of the Seniority List in Article 5.3.

## **ARTICLE 6 – JOB POSTINGS**

- 6.1** Within three (3) weeks the Employer will post any vacancy or new position which occurs in any occupation coming within the scope of this Agreement. In extenuating circumstances, the Employer can postpone the filling of a vacancy with the consent of the Union. If the Employer determines not to fill a vacancy, the Union shall be notified in writing. The vacancy will be posted electronically on a Thursday for at least five (5) business days prior to the filling of such positions. If there are no permanent applicants to a job posting, it will be available and posted to casual Employees of the bargaining unit prior to being posted externally.
- 6.2** A job posting shall contain the following information: current location, nature of position, length of work year, qualifications, required knowledge and education, skills, shift, regular hours of work, overtime and on call expectation, use of personal vehicle, wage or salary rate or range.
- 6.3** The Union shall be notified of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements or other terminations of employment of permanent Employees within the scope of this Agreement. All applicants interviewed will be advised of the outcome. In addition, a list of casual Employees will be provided to the Union upon request twice per school year – October 31 and March 31.
- 6.4** In filling any vacancy or new position pursuant to Article 6.1, when applicants applying for a position that is in the same job classification as the permanent position that they own at the time of applying, the position shall be awarded based on seniority. For the purposes of article 6.4 Custodian and Caretaker shall be deemed the same classification.

In filling any vacancy or new position pursuant to Article 6.1, when all applicants are applying for a position that is in a different classification than the position they own at the time of applying, the criteria shall be as follows:

- (a) qualifications and ability
- (b) seniority

When factors in (a) are relatively equal, seniority shall govern.

The successful applicant shall be notified and commence duties within thirty (30) days of the closing date of the posting. The only exception to the foregoing time limit shall be when an appointment is made from outside the bargaining unit or with the consent of the Union.

### **6.5 Trial Period**

A successful applicant for a change of classification from inside the bargaining unit will be given a trial period of twenty (20) days worked (excluding any time worked in July and August for all 12 month Employees) in the new position. The trial period may be extended by a further twenty (20) days worked with the mutual consent of the Parties. After the trial period, the Board or the Employee may decide that the Employee is not suited to the new position, and in such a case shall be returned to their previous position. The trial period may be waived by mutual consent of the Union and the Employer. The Employer shall not post the vacancy of the successful applicant's

previous position until the trial period is complete and the applicant remains in the new position, or unless the parties agree by mutual consent.

- 6.6** No external applicant shall be considered for a job vacancy prior to the completion of the internal selection process.
- 6.7** When an Employee replaces an Employee in a higher paid classification in or out of the bargaining unit for more than 1 work day, they shall receive the rate of pay for that position plus any responsibility allowance, this rate being retroactive to day one and pro-rated if applicable.
- 6.8** (a) When an Employee who was absent from work due to illness, accident or approved leave is ready and capable to assume their normal duties, they shall return to a comparable position within the bargaining unit. In the event the Employee cannot return to their original position, an alternate position will be found. Where the Employee is placed in an alternate position, the Employee and the Union will be consulted.
- (b) When an Employee has been absent from work for a period of 24 months, the Employee's position will be posted as a permanent position. The Employer retains the right to post a permanent position where the absence is less than 24 months after discussions with the Union.
- 6.9** In the case of the absence of a custodial Employee, the Board will endeavor to appoint a qualified replacement as soon as possible.

#### **ARTICLE 7 – LAYOFF AND RECALL**

- 7.1** A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work of an Employee.
- 7.2** Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, an Employee about to be laid off may bump a less senior Employee in an equal or lesser classification providing that the Employee exercising the right is qualified and able to perform the work of the less senior Employee. An Employee receiving notice of layoff must indicate in writing within five (5) working days (inclusive of July and August and exclusive of shutdown) that they wish to accept the layoff or bump another Employee and name the Employee to be bumped.
- 7.3** Employees affected by a reduction in the workforce or in regular hours for the upcoming school year will be served notice of layoff, in writing, by July 15. Unless legislation is more favourable to the Employee(s), thirty (30) calendar days' notice of layoff shall be given for layoffs during the school year. Should it not be possible to provide work during the thirty (30) days, the laid off Employee(s) shall be paid their regular rate of pay for the days they would normally have worked during the thirty (30) calendar days.

- 7.4** Should a position become vacant or a new position be created while an Employee is on layoff, the Employer will post the initial and one subsequent vacancy through the normal job posting procedure. The vacancy that arises due to the filling of the initial vacancy will be subject to recall.
- 7.5** New Employees shall not be hired until laid off Employees have been given an opportunity of recall. This does not prevent the Employer from adding to the list of casual Employees.
- 7.6** Employees qualifying for recall shall be recalled in order of their seniority (at the time of layoff) provided they have the qualifications and ability to perform the work available.
- 7.7** An offer of position shall be made originally by telephone and electronically. An Employee shall inform the Board in writing of their acceptance or rejection within forty-eight (48) hours of receiving the offer, exclusive of Saturday or Sunday. An Employee who fails to inform the Board within forty-eight (48) hours shall be deemed to have rejected the offer.
- 7.8** When an Employee is offered reasonable recall to an equivalent permanent position, the Employee's name shall be removed from the recall list. The Employee will not have any further opportunity for recall but is able to apply for posted vacancies during the twenty-four (24) months following layoff.
- 7.9** It shall be the duty of the Employee to notify the Board promptly of any change of address or telephone number. If the Employee should fail to do so, the Board shall not be responsible for failure of official notices to reach the Employee.
- 7.10** Employees who are not offered permanent positions will remain on layoff for up to twenty-four (24) consecutive months. After twenty-four (24) consecutive months of layoff, seniority and all other rights shall cease and employment shall be considered terminated.
- 7.11** Temporary/Casual Positions While on Layoff - Temporary/casual positions that become available while Employee(s) are on layoff will be offered to qualified laid off Employees. The Employer shall make all reasonable efforts to assign temporary positions in order of seniority. Acceptance of a Temporary/Casual position while on layoff will not affect the permanent status of the Employee(s) or rights pursuant to the layoff and recall article of the collective agreement. Laid off Employee(s) will accumulate seniority while working as a Casual Employee and will receive the wage rate of the permanent position. The Employee will also receive vacation pay as a percentage of earnings in accordance with the collective agreement but will receive holiday pay as per the *Employment Standards Act*.
- 7.12** Any Grievance concerning layoff and recall shall be initiated at Step 2 of the Grievance Procedure.
- 7.13** Laid off Employees engaged in alternate employment who are recalled shall be permitted to give their current Employer reasonable notice of termination to accept the recall.
- 7.14** The Union Executive Members will still be recognized by the Employer even when laid off.

- 7.15** The parties agree to meet as far in advance as possible of any layoff, restructuring, downsizing to explore all options/alternatives to layoffs.
- 7.16** It is agreed that no permanent Employee will be laid off as a direct result of the use of volunteers, co-op students, parents or other persons.

### **ARTICLE 8 – MANAGEMENT RIGHTS**

- 8.1** The Union recognizes that it is the right of the Employer to exercise the generally recognized regular and customary functions of management and to direct its working forces. The Employer agrees not to exercise these functions in a manner inconsistent with the provisions of the collective agreement.

### **ARTICLE 9 – GRIEVANCE PROCEDURE**

It is the mutual desire of the Board and the Union that the complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until they have first given the Immediate Supervisor or designate an opportunity to adjust the Employee's complaints. It is further understood that an Employee who uses avenues other than the Grievance Procedure contained in Article 9 to rectify a complaint or grievance may prejudice their complaint or grievance or arbitration procedure.

#### **Step One: Complaint**

- 9.1** An Employee who has a complaint other than one entailing a monetary settlement must bring that complaint to the attention of the immediate Supervisor or designate within ten (10) working days of when the Employee became or ought reasonably to have become aware of the circumstances which gave rise to the complaint. The Immediate Supervisor or designate shall verbally reply to the complaint within ten (10) working days from the presentation of the complaint.

#### **Step Two: Human Resources**

- 9.2** Failing settlement when an Employee has a complaint arising out of the interpretation, application, administration or alleged violation of the terms of the Agreement, the Employee or Union representative shall reduce the grievance to writing, stating the nature of the grievance, the Article or Articles allegedly violated, the redress sought, sign the grievance, and then, within five (5) working days of the verbal reply to 9.1 above, submit the grievance to the Superintendent responsible for Human Resources or designate, following which the grievance will be processed in the following manner and sequence.
- 9.3** Within ten (10) working days of receipt of the written grievance, the Superintendent responsible for Human Resources or designate, shall convene a meeting with the Union Grievance Committee and grievor in an effort to resolve the grievance. The Superintendent responsible for Human Resources or designate, shall render a decision in writing within ten (10) working days after the meeting.

- 9.4** In discussing a complaint or grievance, the Employee shall be allowed time off during working hours (provided this occurs during normal business hours) and shall have Union representation. A National Representative of the Union may be present at the request of the Union.
- 9.5** The Union recognizes that each Union representative is Employed and that they will not leave their work during working hours except to perform their duties under the Collective Agreement. Therefore, no Union representative shall leave their work without obtaining the permission of their supervisor. Permission shall not be withheld unreasonably.

### **Step Three: Board**

- 9.6** Failing a settlement in Step two, the Union's Grievance Committee shall refer the matter to the Director of Education, or designate, within five (5) working days of receiving the decision in Step number 2. The Grievance Committee (which at this stage may consist of five (5) Employees, one of whom may be the complainant) shall be granted a hearing with the Director, or designate, at which time the written record of the grievance shall be presented. A National Representative of the Union may be present at the request of either party. The decision of the Director of Education, or designate, shall be given, in writing, within five (5) working days following the meeting.

### **Policy and Group Grievance**

- 9.7** The bargaining unit has the right to file a policy grievance or group grievance on behalf of two or more members who are similarly affected as a result of an alleged violation of the Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step Two except that a Board grievance shall be filed with the President of the Bargaining Unit and at Step Three, a Board representative shall present its grievance to the Bargaining Unit's Grievance Committee.
- 9.8** 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 person and timeline for grievance mediation to occur.
- 9.9** Failing a settlement under Step three of any difference between the parties arising from interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, such difference may be taken to arbitration as provided in Article 10 herein, and if no written request is received within five (5) calendar days of the first general membership meeting that follows the day the decision in Step three is given, it shall be deemed to have been abandoned.
- 9.10** The time limits provided under the grievance procedure may be extended by mutual agreement of the parties.

**9.11** All decisions agreed upon between the Board and the Union shall be final and binding upon the Board, the Union, and the Employee or Employees concerned.

#### **ARTICLE 10 – ARBITRATION**

**10.1** Either of the Parties may notify the other Party in writing of its desire to submit a matter (as outlined in Article 9.9) to arbitration, and the notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall appoint a third person who shall be the Chair. If the appointees fail to agree upon a Chair, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.

**10.2** Each of the parties hereto shall bear the expenses of the Arbitrator appointed by it, and the parties shall bear jointly and equally the expenses of the Chair of the Arbitration Board.

**10.3** The Board of Arbitration, appointed pursuant to the provisions of this Agreement, has no jurisdiction to alter, amend, set aside, add to or delete from, any of the provisions herein contained, or to render any decision which is inconsistent with the provisions of this Agreement.

**10.4** Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

#### **ARTICLE 11 – NO STRIKE AND NO LOCKOUT**

**11.1** The Employer agrees that there shall be no lockout of Employees and the Union agrees that there shall be no strike during the term of this Agreement. Lockout and strike shall be as defined in the *Labour Relations Act*.

#### **ARTICLE 12 – DISCIPLINE CASES**

**12.1** When the Employer intends to meet with an Employee for disciplinary purposes, the Supervisor shall notify the Employee and the Union in advance of the purpose of the meeting. A copy of any disciplinary letter or letter of expectation will be forwarded to the Union.

**12.2** Should it be found, upon investigation, that any Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all lost time and earnings. It is understood that this article is not intended to restrict an arbitrator's ability to determine an appropriate remedy at arbitration.

**12.3** An Employee has the right to add a rebuttal to their personnel file with a copy to their immediate supervisor.

## 12.4

- (a) Upon written request of the Employee to the Superintendent responsible for Human Resources, documents contained in the Employee's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file three (3) years after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary materials referring to matters that have resulted in a suspension; related to harassment; violence or inappropriate interaction with students will remain in the Employee's file.

- (b) Letters of Expectation are non-disciplinary. The purpose of a Letter of Expectation is to provide information and direction on practice, protocol or procedure.

## **ARTICLE 13 – HOURS OF WORK AND OVERTIME**

**13.1** (a) Normal hours of work shall be eight (8) hours per day, five (5) days per week, Monday to Friday, for a total of forty (40) hours per week exclusive of an unpaid meal period, as required by the Work Schedule.

- (b) Subject to the following exclusions, during Summer Recess, Winter and March breaks, the hours of work shall be 8 hours of work between the hours of 6:30 a.m. to 3:00 p.m., with a one-half hour unpaid meal period unless otherwise agreed to by the Employee and the supervisor. Where required the Custodian/Head Custodian shall work until 4 p.m.

The following Employees are excluded from the change in hours of work above:

- (i) Maintenance Employees.
- (ii) Employees working in administrative buildings.
- (iii) Employees working summer daycare centre schedules.
- (iv) During Winter and March break, Employees may request to stay on their existing shift.

Summer Recess is defined as commencing on the first Monday following the last school day (including teachers' professional activity days) in June, and ending on the Friday preceding the return of the students to school.

- (c) An Employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second half of an eight (8) hour shift.

**13.2** All time worked in excess of eight hours per day and forty hours per week shall be deemed overtime, save and except Project Crew Employees working ten hours per day, and shall be paid at the rate of time and one-half, except as provided in Section 13.5 hereof.

**13.3** Authorization for overtime shall come from the immediate supervisor or, in their absence, higher authority.

**13.4** Employees willing to work overtime may register their willingness to accept overtime assignments in their normal line of duty with the Manager of Facility Services. This shall be renewed yearly in September. The Parties agree that overtime in a site shall first be offered to permanent Employees at that site, and when no permanent Employee is able or willing to do the overtime, the opportunity will be offered to the Employees on the overtime list on a rotational basis. Management will retain the right to assign overtime work to any Employee, in an emergency, whether or not so registered with the Manager of Facility Services.

**13.5** All Employees covered by this Agreement shall be paid a shift bonus when required to work an eight-hour shift on the mid-day, afternoon or night shift. Shifts shall normally be scheduled for Monday to Friday as follows:

The day shift shall begin no earlier than 6:00 a.m. and end no later than 5:00 p.m. with a minimum of one half hour to a maximum of a two hour unpaid lunch.

The mid-day shift shall begin no earlier than 11:00 a.m. and end no later than 8:30 p.m. with a one half hour unpaid lunch.

The afternoon shift shall begin no earlier than 3:00 p.m. and end no later than 12:30 a.m., with a one half hour unpaid lunch.

The night shift shall begin no earlier than 10:00 p.m. and end no later than 8:00 a.m., with a one half hour unpaid lunch. It is agreed that in extenuating circumstances shifts may be scheduled at other than normal hours.

All Employees required to work any weekend shift shall be paid at the rate of time and one-half for that eight-hour shift on Saturday and double time on Saturday past 6 p.m. and on Sundays.

A weekend shift means any shift where 50% or more of the eight hours occurs between the hours of 8:00 a.m. Saturday and 12:00 Midnight Sunday.

An Employee who is called back to work outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates for the hours worked. Call back shall be defined as responding to emergency or unusual occurrences requiring an unscheduled return to duty which was not known by the Employee at the conclusion of the last shift or work period. Call backs shall be authorized only by supervisory personnel of Facility Services.

#### **ARTICLE 14 – PAID HOLIDAYS**

**14.1** The Board will recognize as paid holidays: New Year’s Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday (12 month Employees only), Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and three (3) paid days between Christmas Day and New Year’s Day to provide a Winter shutdown.

**14.2** Employees who are working December 24<sup>th</sup> shall be excused for the final two (2) hours of the scheduled shift, provided December 24<sup>th</sup> is not an instructional day.

**14.3** All Employees covered by this Agreement shall be paid for overtime at double time if required to work on the above-listed holidays. The above overtime payment would be in addition to being paid for the holiday in question.

## **ARTICLE 15 – VACATIONS**

**15.1** (a) All permanent twelve (12) month Employees, after one year of service, shall be granted two weeks' vacation with pay. After three years of service, Employees will be granted three weeks' vacation with pay, and after nine years of service will be granted four weeks' vacation with pay. After eighteen years of service, five weeks' vacation with pay will be granted.

After twenty-five years of service, six weeks' vacation with pay shall be granted and after thirty years of service, one additional day of vacation will be granted for each additional year of service to a maximum of five days, until normal retirement.

(b) All permanent ten-month Employees shall receive vacation pay each pay period as per the following. Vacation pay shall be determined as follows (based on gross pay earned from July 1<sup>st</sup> to June 30<sup>th</sup> inclusive):

In the first 24 months – 4%

Effective second (2<sup>nd</sup>) Anniversary of hire – 6%

Effective eighth (8<sup>th</sup>) Anniversary of hire – 8%

Effective seventeenth (17<sup>th</sup>) Anniversary of hire – 10%

Effective twenty-fourth (24<sup>th</sup>) Anniversary of hire – 12%

Effective twenty-ninth (29<sup>th</sup>) Anniversary of hire – An additional 0.4% for each additional year of service to a maximum of 2% (making 14% the highest rate for vacation pay).

**15.2** For purposes of establishing vacation entitlement, the service calculations shall be made as of the anniversary date of permanent hire to the Board.

**15.3** A permanent Employee leaving the service at any time in the vacation year before they have their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Retiring Employees shall receive vacation entitlement for the full year, provided at least ten (10) months have been worked in the current vacation year.

**15.4** If a statutory or proclaimed holiday falls or is observed during an Employee's vacation period, the Employee will be granted an additional day's vacation for each such holiday but in no case may such days be taken on school days without permission. If, during an Employee's vacation period, the Employee qualifies for leave of absence pursuant to Article 18.1 or is hospitalized or convalescing following hospitalization, there shall be no reduction in vacation period because of the leave or hospitalization. The period of vacation so displaced shall be reinstated for use at a later date. The Employee shall be required to provide a doctor's certificate to verify the period of hospitalization or convalescence.

**15.5** An Employee normally entitled to receive an afternoon or night shift bonus shall receive such bonus as part of their vacation pay, irrespective of the fact that during summer recess or school breaks they may be assigned to a day shift as provided in Article 13.1 (b).

**15.6 Vacation Scheduling**

(a) The scheduling of annual vacations shall be arranged by the Employee's supervisor. As a general rule, vacations will be scheduled for non-instructional days. Employees will notify the Manager of Facility Services of desired vacation dates by February 1<sup>st</sup> of each year. Seniority will be used in the approving of vacation schedules. The approved vacation schedules will be confirmed by March 1<sup>st</sup> of each year subject to change with the approval of the supervisor.

(b) After seven (7) years of service, Employees may request up to one (1) week of vacation during instructional days.

**ARTICLE 16 – SICK LEAVE**

Refer to C6.00 of Part A of the Central Agreement.

**16.1 Retirement Gratuity** - 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.

**16.2** (a) To be eligible for a retirement gratuity payment, an Employee:

- shall have been issued a Gratuity Memo in 2013 indicating their gratuity payment calculation and amount.

AND

- Must not have exercised the early payout option available in 2016.

AND

A (i) is compelled to retire because of a complete disability to engage in any employment with the Board, as certified to by a duly qualified physician or surgeon.

OR

B (i) is retiring on a pension, payment of which will commence within twenty-four months from the day of such retirement, and

B (ii) has been employed on the staff of the Board for a period of ten (10) years or more of continuous service.

(b) In the event of the death of a retired Employee, any allowance or benefit for which they are eligible under the Retirement Gratuity Plan and which remains unpaid shall be paid to the Employee's designated beneficiary.

- (c) In the event of the death of an Employee, a sick leave credit gratuity payment as per the 2013 Gratuity Memo will be paid to their designated beneficiary. This provision will apply to all Employees who have had a minimum of ten (10) years' service with the Board.

**16.3** Where an Employee has accumulated sick leave credits and where the Employee must leave work due to personal illness, provided that the Employee has been at work for at least two (2) hours, there shall be no deduction from the accumulated sick leave credits for the first one-half (1/2) day of absence and provided that the Employee has been at work for more than four (4) hours, there shall be no deduction from the accumulated sick leave credits.

## **ARTICLE 17 – LEAVE OF ABSENCE FOR UNION BUSINESS**

### **Negotiation Committee**

- 17.1** The Board acknowledges the right of the Union to appoint or select a Negotiating Committee of not more than five (5) Employees plus the Union President and will recognize and deal with this Committee with respect to contract negotiations. Where bargaining takes place jointly with all three (3) CUPE bargaining units, it is understood that the Negotiating Committee will consist of three (3) Employees from each bargaining unit and the Union President (total of 10). The Union agrees to provide the names of all Committee members to the Board in writing.
- 17.2** The Union may have the service of a CUPE Staff Representative, counsel or adviser at any meeting with representatives of the Board during negotiations pertaining to renewal or amendment of the Collective Agreement.
- 17.3** Members of the Union negotiating committee shall be paid at their regular straight time rate of pay for their regularly scheduled work time spent with officials of the Board for purposes of amending or renewing the Agreement up to and including, but not beyond the stage of conciliation, provided, however, that such committee members shall not be compensated for time spent prior to or beyond their regular working hours.
- 17.4** Upon request, members of the Union's Negotiating Committee shall be permitted leave of absence to prepare for the commencement of formal contract negotiations with the Board. The total number of days of leave under this Article shall not exceed 28 days during the lifetime of the Agreement and no member shall be absent for more than 4 days for this purpose. The Union shall give the Board a minimum of 5 days advance notice of any such request. An Employee on such leave shall continue to receive pay and benefits provided in this Agreement. The Union shall reimburse the Board for all pay and benefits for the period of absence.

## **Union Conventions/Conferences, Local Union Business, Labour College**

- 17.5** (a) Leave of absence without loss of pay and without loss of sick leave credits or seniority shall be granted upon request to the Board to Employees elected or appointed to represent the Union at recognized Union conventions or conferences.
- (b) In addition, up to twenty-five (25) days leave of absence per Agreement year shall be granted for local Union business, and such leave shall be without loss of pay and without loss of sick leave credits or seniority. An Employee on any of the foregoing leaves shall receive the pay and benefits provided in this Agreement. The Union shall reimburse the Board for all pay and benefits for the period of absence.
- (c) In addition to the above, the Board will grant up to two (2) Employees per year (successful candidates for labour college and/or for recognized Union education courses) two (2) months leave of absence without pay, provided such leave does not interfere with the efficiency of the Board's operation.

## **Leave of Absence for Union Business**

- 17.6** An Employee selected for up to and including a full-time position with the local shall be granted leave of absence without loss of seniority or benefits for a period of up to two (2) years. Such leave shall be renewed each year, on request, during the term of office. An Employee on such leave shall receive the pay and benefits provided in this Agreement. The Union shall reimburse the Board for all pay and benefits for the period of absence.
- 17.7** Any Employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, upon application will be granted leave of absence without salary, benefits, and loss of seniority, by the Board for a period of up to one year. Such leave shall be extended annually, upon request, up to a maximum of five years.

## **ARTICLE 18 – LEAVES OF ABSENCE**

**18.1** The following absences will be without loss of sick leave credit, loss of salary, or loss of seniority:

**(a) Bereavement**

A total of five (5) working days may be allowed per bereavement of the following: father, mother, spouse, child, or common-law spouse. A total of three (3) working days may be allowed per bereavement of the following: brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, fiance or other person in loco parentis or any relative who lived in the home. One (1) work day may be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt, uncle, niece or nephew. In case of extenuating circumstances, application may be made to the Superintendent of Education responsible for Human Resources, or designate, for additional time under this Article. For any working days which fall in this period and for which approval is granted, there shall be no deduction of pay.

**(b) Examinations and Convocations**

An Employee, with the prior approval of the Superintendent of Education responsible for Human Resources, or designate, may be absent from duty without loss of salary by reasons of examination and convocations as follows:

- (i) For the purpose of writing examinations, only the half-day period in which the examination occurs shall be granted. In addition, to the half-day mentioned in the foregoing, one half-day shall be allowed for travel if necessary as determined by the Superintendent of Education responsible for Human Resources, or designate.
- (ii) A half-day period is granted for an Employee to attend their own graduation ceremony, or those of their son, daughter, husband, wife or fiancé. In addition to the half-day period mentioned in the foregoing, one half-day shall be allowed for travel if necessary, as determined by the Superintendent of Education responsible for Human Resources, or designate.

**18.2 Pregnancy/Parental Leave:**

- (a) Pregnancy/Parental Leave shall be granted in accordance with the *Employment Standards Act*. And, in addition, for Parental Leave for the purpose of Adoption, the Board shall compensate the Employee, through an Employment Insurance Commission approved Supplemental Employment Benefit Plan, for the one (1) week waiting period in an amount equal to the Employment Insurance Commission benefit that would be payable to the Employee during each week of the benefit period. The Employee must provide proof from EI that an unpaid waiting period has been served. This payment by the Board shall only be made where the waiting period falls during the Employee's normal scheduled work period.

**(b) Maternity Benefits/SEB Plan:**

- i. 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 the child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- ii. 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.
- iii. 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.
- iv. 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.

- v. 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 the child, whichever is less.
- vi. Employees not defined above have no entitlement to the benefits outlined in this article.

**18.3 Unpaid Leave of Absence:** An Employee may be entitled to a maximum of one (1) year leave of absence without pay, and without loss of seniority but without accrual of seniority (if leave is greater than 30 days) when they request such leave for good and sufficient cause. The leave of absence may be for up to twenty-four (24) months where it is to obtain higher relevant education. Proof of enrolment each semester at a college or university must be provided. Such request shall be in writing no later than sixty (60) days prior to the requested start of the leave except in the case of leaves for the beginning of the school year where the request will be made by May 1<sup>st</sup>. Such notice may be waived in exceptional circumstances. It is understood that Employees will not be granted a leave in order to work for another Employer or for self-employment. Requests for part-time leaves of absence shall be considered based on operational need and may be denied.

**18.4 Jury Duty:** The Superintendent of Education responsible for Human Resources, or designate shall grant leave of absence without loss of seniority or benefits for an Employee who is absent from duty by reason of a summons to serve as a juror or of a subpoena as a witness in any proceedings to which they are not a party or one of the persons charged. The Board shall pay such an Employee their full pay provided such Employee pays to the Board any fee, exclusive of travelling allowances and living allowances, received as a juror or witness. The Employee will present proof of service and the amount of pay received.

**18.5** The following absences shall be with pay and without loss of seniority to a maximum of five (5) days in a school year.

- (a) **Urgent Matter:** Up to a maximum of two (2) working days per school year for urgent matters (including adoptive and paternity leave), or observance of recognized religious Holy Days, or emergency family-related matters or community or public service which cannot be conducted other than during working hours may be allowed. Such requests must state the reasons for absence, and approval is at the discretion of the Superintendent of Education responsible for Human Resources, or designate.
- (b) **Moving Day:** One (1) day per school year shall be allowed for moving from a personal principal residence, but it shall not apply to an Employee who has submitted their resignation. The day allowed shall be the day of the move.
- (c) **Hazardous Weather:** An Employee who is unable to arrive at their workplace or designated workplace due to hazardous weather may have up to three (3) days in any one school year. Such requests must state the reason for absence, and approval is at the sole discretion of the Superintendent of Education responsible for Human Resources, or designate.
- (d) **Personal Day:** An Employee shall be granted a leave of absence for personal reasons for a maximum of one (1) day in a year (September 1 to August 31). Such leave shall not abut a

Board-designated holiday, a statutory holiday, or summer, March or Winter Break. The Supervisor reserves the right to limit the number of personal days approved for any one day. Where possible, at least three (3) working days notice shall be given to the supervisor.

**18.6 Quarantine:** An Employee who is quarantined or otherwise prevented by an order of the Medical Health Authority from attending their duties because of exposure to a communicable disease shall be absent from duty without loss of sick leave credit or loss of salary.

**18.7 Union Leave for Member Bereavement:** The Union President or designate shall be permitted a leave of absence for one day without pay and without loss of seniority, for the purpose of attending the funeral of an Employee who came within the scope of this Agreement, subject to the request for such leave being received by the Superintendent of Education responsible for Human Resources, or designate, at least one working day prior to the start of such leave.

## **ARTICLE 19 – PAYMENT OF WAGES**

**19.1** Wages will be paid bi-weekly and shall be deposited directly into the Employee's personal account in the financial institution of their choice. Pay stubs may be issued electronically.

**19.2** Any adjustment as a result of an overpayment or underpayment of salary shall be retroactive to September 1 of the previous school year from the date on which Human Resources Services determines that there is an overpayment or an underpayment. Prior to any adjustment to salary as a result of an overpayment or underpayment, the Superintendent responsible for Human Resources, or designate, shall consult with the Employee to discuss the timing for the necessary adjustment. Both parties are expected to cooperate and be reasonable in the development of the repayment plan. A copy of the calculation for the overpayment/ underpayment will be provided to the Employee and the Union.

**19.3** The Employer will have Employee profiles available electronically.

**19.4** Attached hereto and forming part of this Agreement is a Schedule of Wage Rates known as Schedule 'A'.

### **19.5 Mentoring/Training Premium**

Where the Employer assigns an Employee mentoring/training responsibility, they shall be paid fifty cents (\$0.50) per hour for all hours worked, in addition to their regular salary and applicable premiums. This premium shall not form part of the Employee's straight time hourly rate.

## **ARTICLE 20 – BENEFITS**

Refer to C5.00 and Letter of Understanding #6 of Part A of the Central Agreement.

### **20.1 Long Term Disability**

The Board shall pay 50% of the premium cost of a Long Term Disability Plan. The Plan shall provide Employees with a monthly benefit equal to 66 2/3 % of earnings to a maximum of \$2,000 per

month. The waiting period shall be one hundred and twenty (120) days. Participation is mandatory for all new hires.

**20.2** All permanent Employees shall as a condition of employment be enrolled in the Ontario Municipal Employees' Retirement System on the first day of employment in accordance with the provisions of the *OMERS Act*. Information regarding the OMERS pension plan can be obtained from the OMERS website at [www.OMERS.com](http://www.OMERS.com).

## **ARTICLE 21 – HEALTH AND SAFETY**

**21.1** The Board shall continue to observe all reasonable precautions for the safety of its Employees and shall supply such safety equipment as is necessary. All Employees shall cooperate with the Board in the prevention of accidents, damage and fire on Board property, and shall from time to time make recommendations to the Board as to the prevention of accidents, damage and fire on Board property.

**21.2** (i) The wearing of uniforms, safety shoes or boots shall be compulsory for all Employees. Maintenance personnel shall be required to wear safety boots approved by the Canadian Standards Association. The Board shall pay a subsidy for each pair, to a maximum of two (2) pairs for the first year of employment and one (1) pair for each additional year of employment as follows:

- For Custodial Personnel up to \$90
- For Maintenance Personnel, Maintenance Trades and Truck Drivers up to \$110

(ii) Uniform Allowance - Board approved uniforms and clothing will be purchased by Employees as organized by the Board. Employees will be allowed a credit of \$225 per school year to purchase uniforms.

(iii) Allowances in (i) and (ii) may be combined by the Employee for purchase of either boots or uniforms. Employees must indicate their intention to combine allowances no later than December 1st. Employees who make this request will not receive their uniform allowance credit until they have submitted their reimbursement for boot allowance or have indicated they will not be purchasing boots.

(iv) In addition to the foregoing, the Board shall supply truck Drivers with one (1) winter weight jacket, one (1) lightweight jacket and one (1) cap – to be replaced as required upon surrender of the worn-out jackets or cap.

(v) One pair of overalls for Maintenance Staff– to be replaced as required upon surrender of the worn-out overalls up to a maximum of two (2) pairs per year.

(vi) Three (3) shirts for temporary Employees after three (3) months of continuous work.

**21.3** Upon termination of employment, all Board property including uniform clothing with the Board logo, tools, equipment, pagers, cell phones, identification cards, keys, etc. will be immediately submitted to the Manager of Facility Services.

## **ARTICLE 22 – NOTICE OF TERMINATION**

**22.1** Employees covered by this Agreement are required to give the Board at least two (2) weeks' written notice, where possible, of their intention to leave the Board's employment, and the Board will give Employees written notice as per the *Employment Standards Act* except if the Employee is dismissed for just cause.

## **ARTICLE 23 – PERSONNEL FILES**

**23.1** The Board agrees that an Employee, with two (2) day's notice, shall have the right to review their personnel file in the presence of a member of the Human Resources Department, during normal working hours.

**23.2** An Employee may request photocopies of any document in the personnel file and that request shall not be denied. The Board reserves the right to charge a reasonable fee for any copies in excess of twenty-five pages.

## **ARTICLE 24 – PROFESSIONAL DEVELOPMENT**

**24.1** A minimum of one professional development day per year may be organized by a joint Union/Employer committee that all Employees of the bargaining unit must attend. The Employer will allocate \$15,000.00 per school year for professional development for this bargaining unit.

**24.2** All casual facility services Employees at the time of the organized professional development day, must attend the professional development activities and will be paid at the job rate for their attendance.

## **ARTICLE 25 – WSIB**

**25.1** An Employee who is injured in the course of their duties will have their Workers' Safety Insurance salary award supplemented from their sick leave credits to provide for payment of their full salary to a maximum of four (4) years and six (6) months. Employees 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 Employee received WSIB top-up prior to September 1, 2012.

## **ARTICLE 26 – SUPERVISION**

**26.1** The parties agree that in no case shall general student supervision be assigned to a classification or position in this bargaining unit. This does not diminish any Employee's obligation to assist in emergency situations.

## **ARTICLE 27 – TERM OF AGREEMENT**

- 27.1** The terms of this Agreement shall continue in effect from ratification until the 31<sup>st</sup> day of August, 2026, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing within the period of four (4) months immediately prior to the expiration date, that it desires to amend this Agreement.
- 27.2** Negotiations shall begin with thirty (30) days following notification for amendment, as provided in the preceding paragraph.
- 27.3** If, pursuant to such negotiations, agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect and a new Agreement is signed between the parties, or until conciliation proceedings prescribed under the *Ontario Labour Relations Act* have been completed, whichever date should occur first.
- 27.4** A copy of the collective agreement will be available electronically.

IN WITNESS THEREOF each of the Parties has caused this Agreement to be signed by their duly authorized officials or representatives as of the 26 day of September, 2023.

**FOR THE UNION**

  
Sarah Kuva (Sep 26, 2023 15:00 EDT)


Sarah Kuva, President CUPE Local 5100

*Jeff Smith*  
Jeff Smith (Oct 4, 2023 19:11 EDT)

Jeff Smith, Bargaining Committee Chair

*Kyle Van Bradt*  
Kyle Van Bradt (Oct 5, 2023 14:04 EDT)

Kyle Van Bradt, Bargaining Committee Member


  
Sandy Minna (Oct 1, 2023 16:40 EDT)

Sandy Minna, Bargaining Committee Member

*Pamela L. Steel*  
Pamela L. Steel (Oct 11, 2023 14:50 EDT)

**Pamela L Steel**

Pam Steel, Bargaining Committee Member

  
Denise Kelly (Oct 6, 2023 14:36 EDT)

Denise Kelly, Bargaining Committee Member

  
Diana Zawadzki, CUPE National Representative

**FOR THE BOARD**

*Jennifer Tozer*


Jennifer Tozer, Superintendent of Human Resources

*Diane De Vos*

Diane De Vos, Manager of Human Resources

*Joanna Roberto*  
Joanna Roberto (Sep 26, 2023 11:04 EDT)

JoAnna Roberto, Director of Education

  
Susan Gibson (Oct 10, 2023 20:28 EDT)

Susan Gibson, Chair, Grand Erie Board of Trustees

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**SCHEDULE 'A' - WAGE RATES PER HOUR**

<b>Classification</b>	<b>September 1, 2022</b>	<b>September 1, 2023</b>	<b>September 1, 2024</b>	<b>September 1, 2025</b>
Cleaner	\$22.95	\$23.95	\$24.95	\$25.95
Custodian	\$24.80	\$25.80	\$26.80	\$27.80
Caretaker	\$24.36	\$25.36	\$26.36	\$27.36
Head Custodian – Secondary	\$25.84	\$26.84	\$27.84	\$28.84
Custodial Lead Hand	\$26.72	\$27.72	\$28.72	\$29.72

**MAINTENANCE TRADES**

<b>Maintenance I</b>	<b>September 1, 2022</b>	<b>September 1, 2023</b>	<b>September 1, 2024</b>	<b>September 1, 2025</b>
	\$31.78	\$32.78	\$33.78	\$34.78

(e.g. Electrician, Plumber, Steamfitter, Gas Technician I) – in accordance with Provincial Regulations

The Board shall pay the renewal of trade licenses for members where renewal is required.

<b>Maintenance II</b>	<b>September 1, 2022</b>	<b>September 1, 2023</b>	<b>September 1, 2024</b>	<b>September 1, 2025</b>
	\$28.12	\$29.12	\$30.12	\$31.12

(e.g. Carpenter, Industrial Wood Worker, Mechanic, Painter, Horticulturist, Facility Maintenance Mechanic, Facility Service Technician, Gas Technician 2, Fourth Class Stationary Engineer, Glazier) – in accordance with Provincial Regulations.

The Board shall pay the renewal of trade licenses for members where renewal is required.

<b>Maintenance III</b>	<b>September 1, 2022</b>	<b>September 1, 2023</b>	<b>September 1, 2024</b>	<b>September 1, 2025</b>
	\$25.84	\$26.84	\$27.84	\$28.84

(e.g. Truck Driver, Heavy Equipment Operator, Grounds, Building Maintenance)

Where an Employee holds qualifications in more than one of the trade categories, that Employee's wage rate will be the higher of the 2 categories required by the Board. The Employee shall receive an additional allowance per hour for holding qualifications in the second trade if the Board requires the Employee to utilize the skills of the second trade.

<b>2<sup>nd</sup> trade allowance</b>	<b>September 1, 2022</b>	<b>September 1, 2023</b>	<b>September 1, 2024</b>	<b>September 1, 2025</b>
	\$0.35	\$0.35	\$0.35	\$0.35

<b>Casual Worker</b>	<b>September 1, 2022</b>	<b>September 1, 2023</b>	<b>September 1, 2024</b>	<b>September 1, 2025</b>
No Employee benefits	\$18.98	\$19.98	\$20.98	\$21.98

Casual workers will receive the job rate (but no Employee benefits) after twelve (12) continuous work days in one assignment for the duration of the assignment only. It is understood that the Employer may hire casual workers for maintenance positions at the job rate from the first day of the appointment.

Seasonal General Labourers may be hired for the grass cutting season (April 1<sup>st</sup> to October 31<sup>st</sup>) and shall be paid as per the Maintenance III rate above. Seasonal General Labourers shall not be entitled to seniority or Employer benefits in excess of what is stipulated by the *Employment Standards Act*. The normal work week shall be forty (40) hours commencing on Sunday and ending on Saturday. Employees may be required to work weekends and are not entitled to overtime pay for weekend work as outlined in article 13.5. The Board does not guarantee to provide employment or work for normal hours or for any hours.

### **Vehicle Allowance**

The Board agrees that for most positions the use of an Employee’s vehicle is not compulsory. Notwithstanding, the Board reserves the right to determine positions where a vehicle is a requirement of the job. Where the Board identifies a position that requires certain Employees to use their vehicles for the purposes of carrying Board equipment, tools, supplies etc., an Employee may be entitled to an allowance per month for wear and tear. An alternate allowance per month is available for the authorized use of a truck where required and approved by the Board. For the purposes of clarification allowances would apply to positions such as maintenance and multi-site custodians. In addition to the foregoing vehicle allowance, mileage shall be paid at the Board’s set mileage rate. The allowances will not apply to Employees unless they are required to carry Board equipment tools, supplies etc.

	<b>September 1, 2022</b>	<b>September 1, 2023</b>	<b>September 1, 2024</b>	<b>September 1, 2025</b>
Vehicle allowance	\$80	\$80	\$80	\$80
Alternate (truck) allowance	\$162	\$162	\$162	\$162

### **Casual Worker**

<b>Casual Worker</b>	<b>September 1, 2022</b>	<b>September 1, 2023</b>	<b>September 1, 2024</b>	<b>September 1, 2025</b>
Vehicle allowance	\$80	\$80	\$80	\$80
Truck allowance	\$162	\$162	\$162	\$162

### **Shift Premium**

The shift premium for the mid-day, afternoon shift and night shift shall be:

<b>September 1, 2022</b>	<b>September 1, 2023</b>	<b>September 1, 2024</b>	<b>September 1, 2025</b>
\$0.74	\$0.74	\$0.74	\$0.74

### **Water Testing Allowance**

Employees required by the Employer to do well water testing as a part of their job duties will be paid an allowance of:

<b>September 1, 2022</b>	<b>September 1, 2023</b>	<b>September 1, 2024</b>	<b>September 1, 2025</b>
\$0.26	\$0.26	\$0.26	\$0.26

### **Mileage Allowance**

All Employees shall be paid mileage as established by Board policy for authorized use of their own vehicle in carrying out the business of the Board. The Board agrees that the use of an Employee's vehicle shall not be compulsory.

### **Maintenance Responsibility Allowance**

The purpose of this allowance is to recognize the additional responsibility of leading and giving direction to fellow Employees. Where authorized by the Employer, the following allowances will be paid.

	<b>September 1, 2021</b>	<b>September 1, 2022</b>	<b>September 1, 2023</b>	<b>September 1, 2025</b>
Leading two (2) Employees	\$0.77	\$0.77	\$0.77	\$0.77
Three (3) to six (6) Employees	\$1.20	\$1.20	\$1.20	\$1.20
Seven (7) or more Employees	\$1.66	\$1.66	\$1.66	\$1.66

The Board will request a letter of interest from Maintenance Employees when a Maintenance Responsibility Allowance is to be assigned.

### **Letter of Understanding – Students**

The Board may employ students during the school year for the purposes of exterior debris pick up, snow shoveling and any other incidental exterior tasks for less than 20 hours per week per student. The Board may employ students during the summer school vacation for up to 40 hours per week per student.

### **Letter of Understanding – Seasonal General Labourer**

The Employer agrees to limit the number of seasonal general labourers to eight (8) for the term of this collective agreement.

### **Letter of Understanding – Casual Workers and Permit Work**

The parties agree that casual workers may be used for permit work and that overtime will not be paid on Weekends until an Employee has worked more than forty (40) hours in the week. The permit work is generally for security purposes and regular staff will be used for clean up after the permit ends. The Employer will make every reasonable effort to ensure that casual workers do not work more than forty (40) hours per week.

### **Letter of Understanding – OMERS Contributory Earnings**

As a reference for Employees the parties have agreed to include the definition of contributory earnings under the OMERS Pension Plan. For more information Employees may access the OMERS web site at [www.omers.com](http://www.omers.com). The parties will continue to be bound by any OMERS Plan changes.

#### Definition of Contributory Earnings:

For all pension and other compensation purposes the parties agree that contributory earnings must include all regular recurring earnings including the following, as governed by OMERS regulations:

- 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;
- 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 (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g. flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);

- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be “kept whole” e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes un-purchasable service;
- stand-by-pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (e.g. educational or car allowance);
- taxable value of provided vehicle or car allowance (e.g. if an Employer provides an allowance [that is, expenses are not reimbursed] then the allowance is considered part of contributory earnings. If an Employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member’s pension will begin on the first day of the month following the revised retirement date.

#### **Letter of Understanding – Workload/Staffing**

The Parties agree that issues surrounding workload/staffing formulas shall be an open and transparent process. The Board further agrees that the Union can raise issues surrounding workload/staffing formulas at the Labour-Management meetings.

When an Employee has concerns about their workload they may apply, through the President of the local, to have their workload referred to the Labour-Management Committee for a workload review.

#### **Letter of Understanding – Definition of Long-term Assignment**

For the purposes of Part A of this Agreement, a long-term supply assignment shall be defined as twelve 12 continuous days employment in one assignment.

#### **Letter of Understanding – Apprentice Sponsorship**

Where the Board is considering the sponsoring of an apprentice, the matter will be discussed at a labour management meeting.

#### **Letter of Understanding – Casual Facility Services Seniority List**

A casual facility services seniority list will be issued by the Board to the Union’s President by April 30 each year, commencing in 2017.

Seniority shall be established as follows:

- Actual hours paid from January 1, 2016
- For time worked from the most recent date of hire as a casual facility services Employee up to December 31, 2015:
  - 1560 hours per year (40 hours/week x 52 paid weeks/year x .75)

The Union President shall communicate any concerns regarding seniority calculations to the Superintendent responsible for Human Resources, or designate, within 30 days of the date the list was sent to the President.

**Letter of Understanding – Summer Shutdown**

The Board will implement a summer shutdown of one-week (5 working days) in the summers of 2023, 2024, 2025, and 2026.

**Letter of Understanding – Employee Assistance Program**

The Board will provide an Employee Assistance Program (EAP) to Employees of the bargaining unit.

**Letter Of Understanding – Lock-down and Hold and Secure**

The Employer will investigate the possibility of a system in which all Employees, including itinerant Employees, be advised promptly of any security threats including but not limited to, those that require a location to be locked down or in hold and secure. Updates shall be reported to the Union at Labour-Management meetings.

**Letter Of Understanding – Return to Work**

Employees can have Union representation during the return to work process.

**Letter of Understanding – Casual Pay**

Effective as of the date of ratification by both parties, casual Employees will receive the job rate effective day one (1) of their work assignment.

**Letter of Understanding – Lieu Time Pilot 2023 - 2024**

Beginning September 1, 2023, at the request of the maintenance Employee, any overtime worked will be banked at straight time into a lieu bank to a maximum of twenty-four (24) hours. Lieu time will be scheduled with the approval of the Employee’s supervisor in full day (eight hour) increments on non-instructional days.

Lieu time does not get carried forward beyond August 31 and any outstanding balance will be paid out at time and a half.

This pilot will be jointly reviewed prior to the end of the 2023 – 2024 year to determine feasibility, including whether there has been an increase in overtime shift uptake.