

# Collective Agreement

~between~

The Hamilton–Wentworth District School Board

**HWDSB**

~and~

The Canadian Union of Public Employees,  
Local 4153

***CUPE·SCFP***

**September 1, 2022 - August 31, 2026**

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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.

#### **4.7 Referral of Disputes**

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

#### **C4.8 Carriage Rights**

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

#### **C4.9 Responsibility to Communicate**

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

#### **C4.10 Language of Proceedings**

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

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

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

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

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

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

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

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

- ii. Refer the dispute back to the local grievance procedure
  
- d. If the dispute remains unresolved for longer than sixty (60) working days the dispute may be referred as a grievance. Once referred as a grievance the parties may:
  - i. Refer the grievance to Voluntary Mediation or Expedited Mediation
  - ii. Refer the grievance to Arbitration.

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

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

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

- a. The central parties may, on mutual agreement, request the assistance of a mediator.
  
- b. Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.
  
- c. Timelines shall be held in abeyance from the time of referral to mediation until the completion of the mediation process. The referral of a grievance to mediation is without prejudice to either parties' position on jurisdictional matters, including timeliness.
  
- d. The Parties agree to refer any mediation to agreed-upon mediator(s). In selecting a mediator, the parties shall have regard to reasonable availability, sector knowledge, and linguistic competence.

- e. Following ratification, the parties shall contact mediator(s) to establish three dates for mediation. Dates shall be scheduled in consultation with the parties. One of the expedited mediation sessions shall be conducted in French and two of the expedited mediation sessions shall be conducted in English every school year of the agreement unless agreed otherwise by the parties.
- f. It is understood that the resolution of any grievance under the mediation process shall be without prejudice and shall not be raised or relied upon by either party or the Crown in any future proceeding, except for enforcement purposes.
- g. The parties may jointly set down up to 5 (five) grievances for each review.
- h. The mediator shall have the authority to assist the parties in a mediated resolution to the grievance.
- i. Each party shall prepare a mediation brief to assist the mediator, which shall include the following:
  - A short description of the grievance.
  - A statement of relevant facts.
  - A list of any relevant provisions of the collective agreement.
  - Any relevant documentation.
- j. The description of the grievance and the relevant facts shall not be typically longer than two pages.
- k. The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.
- l. The responding party shall provide their brief no later than five (5) days prior to the scheduled review.
- m. The Crown may provide a brief no later than two (2) days prior to the review.
- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

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

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say

Statements” “Agreed Statement of Facts” and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.

- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #8. Arbitrators on the list will be used in rotation, based on availability. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d. The Parties shall select an arbitrator from the list to subject to their availability to hear the matter within eighteen (18) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within eighteen (18) the parties shall appoint a mutually agreed to arbitrator who is available within eighteen (18) months.
- e. The central parties may refer multiple grievances to a single arbitrator.
- f. The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

## **C5.00**

### **BENEFITS**

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

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

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

Post Participation Date, the following shall apply:

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

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

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

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

- a) Funding amounts:
  - September 1, 2022: increase of 1% (\$5,712.00 per FTE)

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

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

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

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

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

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

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

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

**C5.6 Benefits Committee**

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

**C5.7 Privacy**

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

**C6.00 SICK LEAVE**

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

**Definitions:**

The definitions below shall be exclusively used for this article.

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

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

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

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

**"Casual Employees"** means,

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

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

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

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

**a) Sick Leave Benefit Plan**

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

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

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

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

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

**Permanent Employees**

Subject to paragraphs d), e) and f) below, permanent Employees will be allocated one hundred and twenty (120) short-term disability days at the start of each fiscal year or the first day of employment. Permanent Employees eligible to access short-term

disability coverage shall receive payment equivalent to ninety percent (90%) of regular wages.

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

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

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

### **d) Eligibility and Allocation**

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

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

### **Permanent Employees**

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

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

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

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

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

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

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

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

**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).

### **C7.1 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

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

amounts already include the investment previously communicated through the 2022-23 Grants for

APPENDIX IV

Note:  
2022-23

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## **Article 1 – Recognition**

**1.01** The Board recognizes the Union as the sole and exclusive bargaining agent for regular full-time and regular part-time Assistant Caretakers, Caretakers, Head Caretakers, Maintenance staff and tradespersons as defined in Appendix “B”, in its employ including:

- a) regular full-time employees employed more than 20 hours per week,
- b) regular part-time employees employed for 20 hours per week or less,
- c) casual assistants performing work of the bargaining unit,
- d) temporary employees performing work of the bargaining unit.

**1.02** For the purposes of this agreement:

- a) a regular full-time employee shall be defined as a person appointed to staff and regularly employed for more than 20 hours per week.
- b) A regular part-time employee shall be defined as a person appointed to staff and regularly employed for 20 hours per week or less.
- c) A “casual” employee shall be defined as a person not appointed to the regular staff, who is either a provisional worker or on the Board’s “Casual Assistant” list.
- d) A “temporary” employee shall be defined as a bona fide summer student who works less than five (5) months.

**1.03** The sole terms and conditions of employment applicable to casual and temporary employees under the Agreement shall be defined under Appendix “F”.

**1.04** Wherever the singular is used in the Agreement it shall be deemed to include reference to the plural where the context so requires.

**1.05** a) The employer will provide to the Union a contact list of all the employees in the bargaining unit. The list will include each person’s name, job title/classification, home mailing address, home telephone number or cell numbers, work e-mail address, and where available, a personal email address.

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

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The employee contact list will be provided in an electronic spreadsheet to the Union's President, the Union office and Recording Secretary on the first day of every month.

b) Notification of new hires

The Union shall be notified, once per month, of the full name, position and employment status (e.g., full-time, part-time, temporary, casual), start date and work location of all employees hired into the bargaining unit.

**Article 2 – Relationship**

**2.01** a) The parties agree that in accordance with the *Ontario Human Rights Code* there shall be no discrimination against any employee, to be adhered to as per legislation.

b) There shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee because of membership or non-membership, activity or lack of activity in the Union.

**2.02** The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Board without permission of the Superintendent responsible for Human Resource Services or designate.

**2.03** All employees shall, as a condition of employment, remain members of the Union during the lifetime of this Agreement, and all new employees (including probationary, casual, part-time, full-time, and temporary provisional employees) hired shall, as a condition of employment, become and remain members of the Union during the lifetime of this Agreement.

**2.04** a) The Board agrees to deduct from each pay of each employee in the bargaining unit initiation fees, the rate of union dues and any applicable levies as specified by the Union, and remit same to the Treasurer of the Union accompanied by a list incorporating, for the deduction period, new employees, resigned or terminated employees, within fifteen (15) days after the close of the month for which it applies.

b) The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

**2.05** The Board will supply to the Local one hundred (100) duplicate spiral bound signed copies of this Agreement at no charge. The Board will post signed copy of this Agreement on the Board web portal to CUPE employees.

**2.06** The Union shall have the right to post notices of interest to its members on CUPE bulletin boards, provided, however, that such notices pertain only to recreational or social activities, notices of Union meetings or notices of the results of Union elections.

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- 2.07** The Union, at its own cost, will provide sufficient copies of the Agreement for each of its members. The Union will be permitted to distribute the copies to members of the bargaining unit through the Board's internal mail delivery.
- 2.08** If the Board creates a new position either by reclassification or the use of terminology or nomenclature not presently in the Agreement, the Board and the Union shall meet forthwith to negotiate the salary, allowances and other terms of employment.
- 2.09** The Union may have the assistance of a National Representative of the Canadian Union of Public Employees when meeting with the Employer.

Prior to the meeting taking place, the Union shall request the approval of the attendance of the above noted representative, to the Manager of the respective department. Such requests will not unreasonably be denied.

### **Article 3 – Management Rights**

- 3.01** Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Board and remain exclusively and without limitation within the rights of the Board and its administration. Without limiting the generality of the foregoing, the Board's rights shall include: The right of the Board to hire, direct, promote, demote, classify, transfer, suspend and lay off employees, and also the right of the Board to discipline or discharge any employee for just cause; provided however, that a claim by an employee who has acquired seniority that the employee has been discharged, suspended, laid off, demoted or disciplined without just cause, or that the Board has exercised any of its other rights contrary to the terms of this Agreement may be the subject of a grievance and dealt with as herein provided.
- 3.02** The Union further recognizes the right of the Board to operate and manage its business in a fair and reasonable manner in all respects in accordance with its commitments and responsibilities. The methods, processes and means of operation used, the right to decide on the number of employees needed by the Board at any time, the right to use improved methods, machinery, equipment and tools, are solely and exclusively the responsibility of the Board, subject to the terms of this Agreement. The Board also has the right to make, alter and enforce from time-to-time rules and regulations to be observed by the employees, but such rules and regulations shall not be contrary to the terms of this Agreement.
- 3.03** Any exercise of the above noted rights by the Board that establishes a new, changed or modified policy or practice will be communicated to the President of the Union, the Union office and Recording Secretary in writing prior to implementation.

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#### **Article 4 – Union Executive and Committees**

- 4.01** All Union Committee members shall be required to be seniority employees of the Board who are members of the bargaining unit.
- 4.02** The Board acknowledges the right of the Union to appoint or select a grievance committee composed of not more than three (3) seniority employees, and a negotiation committee of not more than eight (8) seniority employees, (including the Recording Secretary or designate as appointed by the Union) and will recognize and deal with the appropriate committee with respect to matters which are properly processed pursuant to the grievance procedure and with respect to contract negotiations.
- 4.03** The jurisdiction of each of the committee members and steward representatives and the names of each steward representative and committee member selected from time to time shall be given to the Board in writing.
- 4.04** The Board undertakes to instruct all members of its supervisory personnel to co-operate with the committee members in the carrying out of the terms and requirements of this agreement. The Board will submit in writing the names of all supervisory personnel and designated titles to the Recording Secretary of the Union. The Union will submit in writing the names of all members of the executive and representatives of the Union to the Manager of Labour Relations or designate. Such union executive members and representatives together with steward representatives referred to in Article 4.09 hereof shall be responsible for the administration of this agreement.
- 4.05** The Union undertakes to secure from its officers, committee members, and members, their co-operation with the Board and with all persons representing the Board in any supervisory capacity.
- 4.06** It is understood that the steward representatives and committee members as well as other employees, must perform their regular duties; however, steward representatives or committee members and/or officers, with the prior approval of their immediate supervisor, will be permitted, during working hours, without loss of pay, to leave their regular duties for a reasonable length of time for the purpose of conferring with the representatives of the Board and settling grievances. This leave will be during working hours and will be without loss of pay. Such approval shall not be unreasonably withheld. In the event the immediate supervisor believes that time off work is being abused, the Supervisor shall refer the matter to the Board, and it may be taken up as a Board Grievance under Article 7.02.
- 4.07** Members of the Union's 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

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beyond the stage of conciliation officer, provided, however, that such committee members will not be compensated for time spent prior to or beyond their regular working hours.

- 4.08** Upon request, up to eight (8) members of the Union's Negotiating Committee shall be permitted leave of absence without pay to prepare for the commencement of formal contract negotiations with the Board. The total number of days of unpaid leave under this Article shall not exceed twenty-one (21) days during the lifetime of this Agreement and no member shall be absent for more than three (3) days for this purpose. The Union shall give the Board a minimum of ten (10) days advance notice of any such request. Leave of Absence under this Article shall be restricted to the three-month period immediately preceding the expiry date of the Collective Agreement. Leave under this clause shall be exclusive of the Union Leave granted under Article 16.01 (b).
- 4.09** The Board acknowledges the right of the Union to appoint or select fifteen (15) steward representatives.
- 4.10** The Union may have the service of a C.U.P.E. Staff Representative, counsel, or adviser at any meeting with a representative of the Board during negotiations pertaining to renewal or amendment of the collective bargaining agreement. A Union representative may be present at Step No. 2 of the grievance procedure. The Union will notify the Board in advance of the attendance of the C.U.P.E. Staff Representative at such meetings.
- 4.11** All correspondence between the parties shall pass to or from the appropriate manager of the Board and the President of the Union or designate.
- 4.12** The Staff Relations Committee shall be comprised of officials of the Board and up to eight (8) representatives of the union. The Staff Relations Committee shall meet at least four (4) times per year. Meetings will be scheduled in September, December, March and June at such times mutually agreed upon to discuss problems and interpretations of rules and such other matters as they deem necessary. The agenda will include both Caretaking Department and Maintenance Department as standing items. The committee is not designed to by-pass or eliminate any of the rights of grievance as granted under this Agreement or any of the rights of the Board, but to provide another avenue for mutual discussion of problems which may arise in the operations of the school.
- 4.13** a) Potential Employees  
During the interview process, the Board will advise applicants, as defined in Article 1 that employees are members of CUPE Local 4153.
- b) Orientation Sessions  
Where the employer conducts staff orientation sessions, the union will be provided thirty (30) minutes during such session to make a presentation about membership in the Union.

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The Union will provide the employer with copies of materials used in such session and will not disparage the employer during the presentation. The Union will advise employees that a union collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

c) Notification of new hires

The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date of all employees hired into the bargaining unit on a monthly basis.

**4.14** The parties agree to meet within 30 days of ratification to discuss a training plan for caretakers going forward. Prior to this meeting, the Board will review the current training records of all caretaking staff to determine which employees have not taken the courses as reference under Appendix "E". The mandate of this committee will be to discuss a schedule of implementation. In addition, the committee will also discuss training for new equipment and preventative maintenance.

**4.15** The parties agree to continue the Joint Chemical/Equipment Review Committee during the lifetime of the Collective Agreement. The Committee shall be composed of three (3) management representatives and three (3) C.U.P.E., Local 4153 representatives. The Union representatives shall be chosen by the Union. The mandate of the committee shall include but not be limited to:

- i) the development of guidelines governing the purchase of chemicals/equipment used in Board facilities.
- ii) identify alternatives to any potentially hazardous chemicals/equipment; including the promotion of environmentally friendly products in Board facilities resulting in an improved outdoor ecosystem to support student learning and a healthy workplace environment.
- iii) the Committee shall meet two (2) times a year, excluding the months July and August. Additional meetings can be scheduled upon the mutual agreement of the Board and Union.

**Article 5 – No Strikes or Lockouts**

**5.01** During the life of this agreement, the Union agrees that there shall be no strike, slow-down or stoppage of work and the Board agrees there shall be no lockout.

**Article 6 – Grievance Procedure**

**6.01** In Article 6, "working day" means a day other than Saturday, Sunday or a recognized holiday.

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**6.02** Grievances must be initiated in writing at the designated step of the grievance procedure within ten (10) working days of the date upon which the grieving employee should have reasonably become aware of the alleged violation of the Agreement.

**6.03** The parties to this Agreement agree that it is of importance to adjust complaints as quickly as possible. Employees with a complaint, shall first discuss this matter with their immediate supervisor. If the complaint is not then satisfactorily adjusted, the grievance procedure outlined below may be followed by the Union:

**STEP NO. 1**

The grievance shall be presented in writing to the Manager of Labour Relations or designate within ten (10) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. The written grievance shall identify the facts giving rise to the grievance, the section or sections of the Agreement claimed violated, and shall be signed by the grievor and countersigned by the representatives of the Union. The Manager of Labour Relations or designate shall inform the Union of the name of the official designated to hear the grievance at a meeting, no later than ten (10) days after receipt of the written grievance. A representative of the Union shall accompany the grievor to see the official designated to hear the grievance. The Manager of Labour Relations designated official shall give the grievor a written decision no later than ten (10) days after the aforementioned meeting. If the decision is not satisfactory to the grievor, then the next step must be taken within ten (10) days of the receipt of the written decision but not thereafter.

**STEP NO. 2**

At this step the written grievance shall be presented to the Manager of Labour Relations or designate within the aforesaid ten (10) days of receipt of the written decision at Step No. 1, but not thereafter. A meeting will be held between the Grievance Committee together with the grievor, and the Superintendent of Human Resource Services Division or designate. The Superintendent of Human Resource Services Division or designate shall give a written decision to the representative of the Union within ten (10) days of such meeting. If the written decision is not satisfactory to the representative of the Union, then the next step must be taken within ten (10) days of receipt of the written decision, but not thereafter.

**STEP NO. 3**

If a settlement is not reached at Step 2, upon notice of the party initiating the grievance, it may be referred to arbitration as hereinafter provided. The notice for arbitration must be made in writing by the party initiating the grievance within fifteen (15) working days after the decision of the other party is communicated to it.

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## **Grievance Mediation**

- 6.04** At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which the resolution is to be reached.
- 6.05** The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.
- 6.06** The time limits in Articles 6, 7, 8 and 9 shall be observed by both parties hereto except where an extension or limitation of such time limits is mutually agreed upon in writing.
- 6.07** All decisions arrived at between the Board and the Union with respect to any grievance shall be final and binding upon the Board and the Union and the employee or employees concerned.
- 6.08** Permission for the grievor and the grievor's steward to leave their work without loss of basic pay to take part in the processing of a grievance is granted under the following conditions:
- a) It shall only apply to time spent processing grievances in Steps 1 and 2 of Article 6, or Article 9, and time spent attending on an arbitration pursuant to Article 8.
  - b) All time shall be devoted to the prompt handling of grievances.
  - c) The steward and grievor concerned shall obtain the permission of the appropriate supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
  - d) All time away from work shall be properly reported.
  - e) Should the nature of a grievance require a steward to visit the work area of an aggrieved employee, permission of the immediate supervisor must be requested. A time mutually satisfactory to the Board and the Union shall be set for such visit. In the event the immediate supervisor believes that time off work is being abused, the matter shall be referred to the Board and it may be taken up as a Board Grievance under Article 7.02.
- 6.09** Either party may have the assistance of employees or other persons not exceeding three (3) in number, as witnesses at any step in the grievance procedure. Any time spent by

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the employee at such meeting or hearing shall be paid for by the Board at the employee's regular straight time rate of pay exclusive of any premiums. The Board will attempt, whenever practical, to schedule meetings under Articles 6, 7 and 8, during the Grievors' regularly scheduled working hours, however, from time to time it may be necessary to schedule meetings outside of employees' regularly scheduled working hours.

- 6.10** The aggrieved employee may, at the employee's option or at the request of the Board or of the Union Grievance Committee, be present during the presentation of the case of the foregoing grievance procedure.

## **Article 7 - Union Policy Grievance, Board Grievance, Group Grievance**

### **7.01 Union Policy Grievance**

A Union policy grievance shall be submitted to the Board in writing by being delivered to the Manager of Labour Relations or designate within ten (10) working days from the time the circumstances upon which the grievance is based were known or should reasonably have been known by the Union. A meeting will be held between the Union Grievance Committee and the Superintendent of Human Resource Services/designate and shall be held within ten (10) working days of the presentation of the written grievance. A decision shall be rendered within ten (10) working days of such meeting. If the decision is not satisfactory to the Union, the grievance may be submitted to arbitration within fifteen (15) working days of the Union's receipt of such written decision and the arbitration sections of this Agreement shall be followed. It is expressly understood that the provision of Article 7 shall be used by the Union to by-pass Article 6 by instituting a grievance directly affecting an employee or employees which such employee or employees could themselves institute. However, the Chief Steward or designate will be permitted to file an employee's grievance where it is physically impossible for the employee to file an employee's grievance where it is physically impossible for the employee to do so, for example, in a case where an employee is confined to jail or hospital.

### **7.02 Board Grievance**

A Board Grievance may be submitted to the Union in writing within ten (10) working days from the time the circumstances upon which the grievance is based were known or should have been known by the Board. A meeting between the Union Grievance Committee and Board representatives shall be held within ten (10) working days of the presentation of the written grievance and shall take place within the framework of Step 2 of Article 6.03. The Union shall give its written decision within ten (10) working days of such meeting.

If the Union's decision is not satisfactory to the Board, the grievance may be submitted to arbitration within fifteen (15) working days of the Board's receipt of such written decision and the arbitration sections of this Agreement shall be followed.

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**7.03 Group Grievance**

A group grievance shall be one arising out of the same set of circumstances or the same management decision and shall be signed by all grieving employees in the group and shall be processed through Article 6 commencing at Step 1. One (1) member from the group of grievors, one (1) steward and the Chief Steward may attend any meeting with Board representatives for presentation at any stage of the grievance process.

**7.04** The Union shall be allowed to have one grievor from among the group of grievors and the Chairperson of the Union Grievance Committee attend any meeting with Board representatives at the presentation of a Group Grievance at Step 1, 2 or 3 of the Grievance Procedure.

**Article 8 - Arbitration**

**8.01** Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all steps of the grievance procedure outlined in Article 6, Article 7 or Article 9, and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

**8.02** The Board of Arbitration will be composed of one person appointed by the Board, one person appointed by the Union and a third person to act as Chairperson and chosen by the other two members of the Board of Arbitration.

**8.03** Within five (5) working days of the request by either party for a Board of Arbitration, each party shall notify the other of the name of its appointee.

**8.04** Should the nominees of the parties fail to agree on a third person within seven (7) calendar days of the notification mentioned in 8.03 above, the Minister of Labour of the Province of Ontario will be asked to appoint a chairperson.

**8.05** The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be in accordance with the provisions of Section 49 (2) of the Ontario Labour Relations Act, i.e.:

"The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it." However, if there is no majority decision, the decision of the Chairman shall govern.

**8.06** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

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- 8.07** Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it; and the parties will jointly bear the expense, if any, of the Chairperson.
- 8.08** In determining any grievance arising out of discharge, the Board of Arbitration may dispose of the claim by affirming the Board of Education's action and dismissing the grievance or by setting aside the discharge involved and restoring the grievor to the grievor's former position with or without compensation or in such manner as may, in the opinion of the Board of Arbitration, be justified.
- 8.09** The parties may agree in writing, to seek the appointment of a single arbitrator. Should the parties be unable to agree on the name of a single arbitrator, one of the parties may request the Minister of Labour to make the appointment. A single arbitrator shall be subject to the same terms and limitations as for an arbitration board.

#### **Article 9 – Discharge and Discipline**

- 9.01** If the employee is to receive a derogatory notation or disciplinary action, which is to be placed on the employee's record, the employee shall have the right to have a Steward present at any disciplinary meeting with supervisory personnel. Each employee must be provided in writing with all notations of derogatory or disciplinary action which are to be placed on the employee's records. Unless such notation is made in writing to the employee, the Board will not use such incident as part of the employee's past record to justify a later disciplinary action. Such notice must be given to the employee within ten (10) working days of the discovery of the occurrence giving rise to the action. The Board may request an extension to the timelines in writing to the President or designate. Such request will not unreasonably be denied. The Union shall be copied on documentation when an employee has been disciplined or received a derogatory notation. Where an employee is to be disciplined, the Board will inform the employee concerned of the right to have a Steward or the Chief Steward present. The Chief Steward will be advised when a disciplinary meeting occurs. In the event an employee who has attained seniority is suspended, and the employee feels that the suspension is unjustified, the case may be taken up as a grievance. Such grievance must begin at Step 2 and must be submitted in writing to the Manager of Labour Relations within five (5) working days of the notice of suspension.
- 9.02** The Board will attempt, whenever practical, to schedule discipline meetings during employees' regularly scheduled working hours, however, from time to time it may be necessary to schedule meetings outside of employees' regularly scheduled working hours. Any time spent by the employee at such meeting shall be paid for by the Board at the employee's regular straight time rate of pay, exclusive of any premiums.
- 9.03** In the event an employee who has attained seniority is discharged from employment and the employee feels that the discharge is unjust, the case may be taken up as a grievance. Such grievance shall begin at Step 2 and shall be submitted in writing to the Manager of

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Labour Relations within five (5) working days of the discharge.

**9.04** When an employee is to be discharged the employee shall:

- a) be so advised by a member of management,
- b) be advised of the time and place of the termination meeting,
- c) be given the opportunity to have the Chief Steward, Local President or designate present,
- d) be given the reasons for the discharge at such termination meeting.

**9.05** Upon request of the employee, a written warning or other disciplinary action shall be removed from an employee's personnel record after eighteen (18) months providing the personnel record has been free of any written warning or other disciplinary action during the intervening period.

Disciplinary material received by an employee with respect to serious physical or psychological harm to students or other employees of the Board shall remain on the employees file.

**9.06** Letters of Expectation are non-disciplinary and as such are not placed on the employee's file. The purpose of a letter of Expectation is to provide information and direction on practice, protocol or procedure.

#### **Article 10 – Employee File**

**10.01** Each employee shall have access to their employee file retained by the Board and located in the Human Resource Services Division of the Board. The only employee file retained by the Board will be located in the Human Resource Services Division.

**10.02** An employee shall have access to examine the employee's file upon prior arrangement with the Human Resource Services Division. Upon request, an employee shall be provided with a copy of material contained in such file.

**10.03** An employee may request that a steward accompany the employee to review the employee's file.

**10.04** An employee shall have the right to contest in writing the accuracy of such information contained in the employee's file, and have the same recorded in the Employee's file. If there is found to be an error in the information, the Board shall notify all parties concerned, in accordance with The Municipal Freedom of Information and Protection of Privacy Act.

#### **Article 11 – Health and Safety**

**11.01** The Board and the Union agree to abide by the Occupational Health and Safety Act and Regulations.

**11.02** The Board agrees to continue to make every reasonable effort to provide healthy and safe conditions of work for its employees. The Union agrees to assist the Board in

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maintaining proper observation of all health and safety rules.

**11.03** It is agreed that C.U.P.E., Local 4153 will have three (3) certified representatives participate on the Board's Joint Health and Safety Committee.

**11.04** C.U.P.E. Local 4153 will perform inspections of Board facilities as per the terms of reference of the Joint Health and Safety Committee. When an inspection of a Board facility has not included a certified C.U.P.E. Local 4153 representative from the Joint Health and Safety Committee, a representative as noted in Article 11.03 above, will have the option of performing a second (2<sup>nd</sup>) inspection in the high risk areas such as boiler rooms, mechanical/fan rooms, slop sink areas and storage rooms/areas.

**11.05** a) Work Refusal

It is the responsibility of the worker to report to the workers' immediate supervisor any absence or defect in any equipment, protective device of which the worker is aware, and which may endanger themselves or others and the existence of any hazard of which they know of. The parties recognize that a worker has the right to refuse work as outlined in subsection 43(3) of the Occupational Health and Safety Act.

Where a worker refuses to work under this article, the worker shall immediately report the refusal and the reasons to their immediate supervisor. The person receiving this report shall, inform the Occupational Health and Safety Department As outlined in the Central Joint Health and Safety Committee Terms of Reference.

b) Reprisals

The parties recognize that under section 50 of the Occupational Health and Safety Act, workers are protected from reprisals and prohibit employers from penalizing workers in reprisal for following the OHS Act and regulations; exercising their rights under the OHS Act or asking the Board to follow the OHS Act.

**11.06** **Safety Equipment**

- a) Maintenance employees shall be provided a voucher for one hundred per cent (100%) of the purchase price of a pair of safety shoes (CSA approved) to a maximum of \$220 per person per calendar year if deemed necessary by the Immediate Supervisor to perform job duties.
- b) Caretaking Employees shall be provided a voucher for one hundred per cent (100%) of the purchase price of a pair of safety shoes (CSA approved) to a maximum of \$140 per person per calendar year to perform job duties and if deemed necessary by the Immediate Supervisor.
- c) One (1) voucher for snow boots (CSA approved) may be issued to eligible employees, if required, upon request up to December 31, 2023 and to all newly hired employees thereafter up until August 31, 2026, only up to a maximum of

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\$140.00.

- d) Maintenance employees will be supplied a parka, to perform job duties to a maximum of one (1) parka per school year.
- e) Other appropriate safety equipment is available through the immediate supervisor.

An employee who is required to wear or use any protective clothing, equipment or device shall be instructed in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter. Personal protective equipment shall be used in accordance with Board instruction.

**11.07 Safety Instruction on New Equipment**

No employee shall be required to operate any newly introduced Board approved equipment until the employee has received training or instruction on the operation of that equipment by their immediate supervisor (or designate).

- 11.08** When there is a lost time injury, accident, explosion, or incident of workplace violence, in accordance with section 51 & 52 of the OHSA, and Regulation 420/21 the Board will provide written notices of the occurrence containing the prescribed information and particulars to the Recording Secretary.

- 11.09** The Union reserves the right to have a discussion with the Employer about task suitable safety wear.

**11.10 Accommodation and Return to work.**

The Board and the Union are committed to a consistent and equitable approach to meeting the needs of employees who require accommodation, by treating such employees with dignity and respect and restoring them to meaningful, available, or suitable work. The parties agree to abide by their legal and legislative obligations and the Board's Accommodation of staff/procedure.

The parties (no more than three (3) representatives from Employee Support and Wellness and no more than three (3) local CUPE representatives working with the Employee Support and Wellness team) will endeavor to meet three (3) times during the school year to discuss current policies and processes.

**Article 12 - Seniority**

- 12.01** a) Seniority shall be defined as the length of service in the bargaining unit as recognized by the terms of this Agreement. If an employee is re-hired after a break in service under Article 12.04, previous seniority standing shall be lost and seniority shall accumulate effective from the date of re-employment. Seniority shall be a factor in determining promotion, scheduled vacation, layoff and recall as set out in the other provisions of this Agreement. Seniority shall operate on a bargaining unit-wide basis.

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- b) The Board shall maintain a seniority list showing each employee's length of recognized service in the bargaining unit. The seniority list shall show whether the person is a regular employee or a casual employee. An up-to-date seniority list shall be posted on the employee web portal and be posted by the end of February and the end of September of each year on bulletin boards in buildings where bargaining unit employees normally work.

**12.02** An Employee shall be placed on the seniority list effective date of hire.

An employee will be considered on probation until the employee has completed sixty (60) days of active service (meaning working in a Board facility or scheduled to work on an inclement weather day). It is agreed that during the probationary period, the employee shall be evaluated on their performance and be made aware of areas of strengths and weaknesses. The evaluation process shall commence no later than one month following date of hire and shall continue at least once per month until the probationary period is completed. The Board may extend the probationary period of an employee with the consent of the Local President or designate. Any extension of the probationary period must be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

An employee who is rehired after a six (6) month period will be required to complete a probationary period as per 12.02 above. Any previous HWDSB training or qualifications (as per Appendix E) shall be recognized for a period of six (6) months after their retirement date. Any employee that is rehired within six (6) months of their retirement date shall have the probationary requirement period waived. Previous seniority standing shall be lost, and seniority shall accumulate effective from the date of re-hire.

**12.03** An employee shall continue to accumulate seniority under the following conditions:

- a) during an absence due to illness or accident for up to 2 years (24 months),
- b) while on Worker's Safety Insurance Board (WSIB),
- c) while on leave of absence granted by the Board,
- d) While on Employment Standards Act statutory leave of absence granted by the Board to be adhered to as per legislation,
- e) While working scheduled time,
- f) While on vacation
- g) During inclement weather closures
- h) While under quarantine as per Article 24.01
- i) While on Union Leave

**12.04** Provided there is not violation of the Ontario Human Rights Code, an employee shall lose seniority standing under the following conditions:

- a) if the employee leaves the employ of the Board,
- b) if the employee is discharged and such discharge is not reversed through the

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- grievance procedure,
  - c) after the notice of recall has been given by the Board, and in the absence of an extension granted by the Board, the employee fails to return to work after layoff within ten (10) working days,
  - d) if the employee is laid off by the Board more than 2 years (24) months,
  - e) if the employee is absent from work without a bona fide reason, or
  - f) if the employee fails to return to work promptly after the expiration of any leave granted, without a bona fide reason.
  - g) if the employee is absent in excess of 2 years (24 months).

## **Article 13 – Job Posting**

### **13.01**

- a) The Board shall notify the Union Office in writing of all Job Postings and Successful Candidates in a timely fashion.
- b) A candidate, who has submitted an application for a specific job, cannot withdraw their application once the job posting has closed. The Board will place the most senior qualified applicant into the job posting.
- c) A position shall be declared vacant if the incumbent has been absent in excess of twenty-four (24) months due to illness or disability. The Board shall notify the Union office and Recording Secretary in writing or electronically.
- d) Wherever used in the agreement, the word "qualified" shall mean satisfying the job requirements as established by the Board in accordance with Appendix E. These qualifications shall reflect the requirement of the position.
- e) An employee will be eligible to apply for a posting provided the person will be qualified for the position at the time of the posting.

### **13.02**

- a) The Board shall endeavour, in case of chronic illness or incapacity certified by a medical doctor, to transfer such employee to a bargaining unit job, which the employee is able to perform. The employee on transfer shall be paid the rate of the assignment.
- b) The Board shall notify the President or designate of the Union prior to transferring any employee under 13.02 (a).

### **13.03**

- a) In administering the procedures of Article 13, the Board shall endeavour to post all vacant positions twice per month until filled starting on the second Tuesday after Labour Day each year.  
The posting period shall close at 4:30 pm on the fifth (5<sup>th</sup>) working day after the vacancy was posted. The dates shall be determined by the Board prior to September 1 for the upcoming school year. The Union will have the opportunity to review the dates and provide suggestions for change.  
It is recognized the above noted procedures will not necessarily apply in the months of July and August.
- b) All postings shall include the classification of the position, the skills, knowledge and qualifications required to perform the job plus the hours of work and the location of

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- the position.
- c) Employees desirous of applying for a posted vacancy shall submit their application directly to the online job posting. No application need be considered unless received by the Board within five (5) working days from the date upon which the vacancy was originally posted. "Working day" shall be defined in Article 6.01 hereof.
  - d) On or before the 12<sup>th</sup> working day after the posting was first bulletined, the Board will select the successful candidate. The senior applicant will be declared successful provided the applicant has the necessary qualifications to perform the work required.
  - e) Subsequent vacancies resulting from filling a preceding vacancy shall be posted within seven (7) working days. Should the Board determine not to fill a vacancy, the President of the Union, Union Office and Recording Secretary shall be notified and provided rationale.
  - f) An employee who has been the successful applicant in a job posting shall not post again for a period of six (6) months from the date the position was successfully awarded, unless it is a promotion or an increase in the hours of work.
  - g) An employee is eligible to apply for any vacancy providing the closing date for the posting is after the expiration date of the six (6) month restriction period.
  - h) The Board reserves the right to administratively transfer members of C.U.P.E., Local 4153 for the following reasons:
    - i) Conflict
    - ii) training needs
    - iii) replacement coverage
    - iv) No employee shall be administratively transferred until and unless there is a vacant position of equivalent hours of work and wage rate available to facilitate such a transfer.
    - v) In the case of conflict, the Board and the Union shall meet to attempt to resolve the conflict.

**13.04** A vacancy shall be deemed not to exist where the job opening results from an employee's absence, illness, injury, or leave of absence, unless it is evident that the absent employee will not be returning to work within twenty-four (24) months.

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**ARTICLE 14 – Layoff and Recall**

- 14.01** The Board agrees that in the event of lay off, no employee covered by this Agreement shall be treated in a manner, which is inconsistent with the terms of Article 14.
- 14.02** The Board agrees that when a decision is made to lay off, the Board shall, wherever possible, provide the Union with no less than thirty (30) days notice.
- 14.03** An employee who is to be laid off shall be provided with no less than thirty (30) days notice. A copy of the employee notice shall be sent to the Union office.
- 14.04** In the event of layoff, seniority shall be used in its reverse order, beginning with the most junior person, who shall be the first to be laid off. In the event of recall, recall shall be in direct seniority order, starting with the most senior qualified person who has been laid off. Notwithstanding the foregoing, where a layoff would cause a qualified employee to be laid off and no senior qualified replacement employee exists, such employee may be retained out of seniority. No new employee shall be hired for a permanent position until all laid off employees who are qualified to perform the available work have been recalled.

Whenever used in this Agreement, the word "qualified" or the like shall mean presently possessed of the accomplishments which enable the person to perform the work required in accordance with the Board's quality and production standards so that the person performs such work after being given general information concerning it, but does not require a trial period or a training period.

- 14.05** In the event an employee is subject to layoff, the employee shall be transferred to the job held by the most junior employee in the employee's Classification Group, provided the employee has the necessary seniority and is qualified.

If the employee is the most junior employee in the classification group, the employee shall thereby displace the most junior employee in the next lowest classification group to which the employee's seniority would otherwise be entitled, provided the employee is qualified.

The employee who is thereby displaced by Article 14.05 shall be transferred to the job held by the most junior employee in the next lowest classification group to which the employee's seniority would otherwise be entitled, provided the employee is qualified. An employee who moves to a lower classification group shall be paid the rate of such lower classification group.

For purposes of layoff and recall, the position of Assistant Caretaker shall be listed as separate hourly categories. EG. Where an employee is displaced, the employee shall bump the most junior employee in that hourly category. In the event the displaced employee is the most junior employee in that hourly category, that employee shall

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bump the most junior employee in the next lowest hourly category to which the employee would be entitled by seniority.

In the event of recall, an employee on layoff shall be recalled to the final subsequent posting resulting from an initial vacancy.

- 14.06** If an employee has been informed, in writing, by the Board that the employee will be laid off because of redundancy or closure, the employee may exercise the employee's right to be placed on a recall list with the Board in accordance with this Article.
- 14.07** Recall rights will be for a period of twenty-four (24) months, effective date of lay off as per 12.04(d).
- 14.08** When a position becomes vacant, the posting procedures outlined in Article 13, of the Collective Agreement will be implemented.
- 14.09** The final subsequent vacancy resulting from the completion of the posting process shall be offered to the most senior qualified person on the recall list.
- 14.10** If an employee on the recall list refuses, in writing, an offer of recall, the Board will have no further obligation to the employee under this Collective Agreement and the employee's name shall be removed from the recall list.
- 14.11** The Board shall not hire from outside the bargaining unit for permanent positions unless there are no qualified employees remaining on the recall list.
- 14.12** Employees on the recall list will have first opportunity to perform Casual work for the Board.
- 14.13** If an employee is recalled to the permanent staff from layoff within twenty-four (24) months of the date of lay off, the employee's seniority and previously accrued sick leave will be reinstated as if there was no interruption in service.
- 14.14** When the twenty-four (24) month recall period has expired, the employee will accrue seniority for the purpose of Article 13 - Job Posting, in accordance with Appendix "F".
- 14.15** It shall be the duty of all employees and/or laid off persons to notify the Human Resource Services Division promptly, in writing, or electronically of any change of address and or phone numbers. Such change of address will be acknowledged, in writing, or electronically by the Board with a copy to the Union. If an employee or laid off person should fail to do this, the Board will not be responsible for failure of a notice to reach said employee and any notice sent by the Board by registered mail to the address which appears on the Board's personnel records, of telephoned to the telephone number which appears on the Board's personnel records, shall be

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conclusively deemed to have been received by the employee or laid off person.

## **Article 15 – Board Facility Openings and Closures**

### **15.01** For newly constructed Board facilities and/or physical additions:

- a) the Board agrees to advise the Union of available positions within that Board facility, six (6) months prior to the anticipated opening date.
- b) The Board agrees to post all vacancies for newly constructed Board facility within three (3) months prior to the anticipated opening date.

### **15.02** Closures

When the Board permanently closes a Board facility, the following process shall apply for affected CUPE employees:

- a. The Board will endeavor to provide notice to all affected CUPE employees six (6) months prior to the facility closure.
- b. Affected CUPE employees shall have the option to stay at the closing facility for the duration until the closure date at which time they will then transfer to any position they have successfully posted for prior to closure.
- c. Should an affected CUPE employee not post to another position during the Board facility closure notification period, the employee shall be entitled to the next available position in their current category. Head Caretaker is considered one category inclusive of Small, Medium, and Large.
- d. If there is no position available at the time of Board facility closure, any affected CUPE employee shall be used for priority coverage in a long-term vacancy at their existing category and shift schedule. If there are no long-term vacancies available, the affected CUPE employee shall be used for short term coverage at their existing category and shift schedule.

## **Article 16 – Leave of Absence**

### **16.01** Unpaid Leaves

Upon request from an employee, through the Board's leave request process, which is submitted at least four (4) weeks prior to the start of the leave, the Board may consider a leave of absence without pay for a period four (4) weeks to one (1) year. Leaves of shorter duration may be considered by the Human Resources Officer. In emergency situations (as determined by the Board), the four (4) weeks notice period may be waived. Such request will include the reason for the leave. Such waiver will not be unreasonably withheld.

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### **Union Leaves**

- 1) Leave of absence for employees who have been selected or appointed to represent the Union at conventions, conferences or on Union business related to CUPE Local 4153, shall be granted without pay and without loss of seniority. Leaves will not be granted for more than five (5) at one time and will only be granted for a total of two hundred (200) work days per contract year, provided the Union reimburses the Board for any overtime premium cost required for employees who fill in on those days.
- 2) The Union shall provide the Labour Relations Coordinator with a copy to the Manager of Facilities Operations with a minimum of ~~ten~~ five days' prior written notice of such leave. In the event of an emergency, the Union shall give the Board as much notice as possible.

### **16.02 Statutory Pregnancy Leave**

- a) Upon application, in writing, an employee who is pregnant and who is employed by the Board immediately preceding the estimated day of delivery, shall be entitled to a leave of absence without pay of at least seventeen (17 weeks).
- b) The Board shall not terminate the employment of or lay-off any employee for accessing such leave. Employees are subject to lay-off as per Article 14 – Layoff and Recall.
- c) The employee shall give the Board at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be provided with the certificate of a legally qualified medical practitioner stating the expected birth date.
- d)
  - i) An employee who suffers a pregnancy related illness prior to the period of statutory leave and who provides the Board with a certificate from a legally qualified medical practitioner shall qualify for sick leave during the illness. The employee will not be required to use pregnancy leave unless the employee so elects.
  - ii) In the case of an employee who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth or miscarriage that happens earlier than when the employee expected to give birth, subsection (c) (ii) will not apply. The procedure will be as indicated in (e) which follows:
- e) Within two (2) weeks of stopping work an employee described in sub-section (d) (ii) above must give the Board:
  - i) written notice of the date the pregnancy leave began or is to begin; and
  - ii) a certificate from a legally qualified medical practitioner stating that:
    - a) in the case of an employee who stops working because of complications caused by the pregnancy, states the employee is unable to perform the employee's duties because of complications caused by the pregnancy and states the expected birth date, or

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b) in any other case, states the date of birth, still-birth or miscarriage and the date the employee was expected to give birth.

f) The pregnancy leave ends:  
i) the later of twelve weeks after birth, still-birth or miscarriage, seventeen (17) weeks after the leave began

OR

ii) at an earlier date if the employee gives the Board four (4) weeks written notice of the date.

g) An employee granted a statutory pregnancy leave of absence on and after the ratification date of this Agreement shall be compensated by the Board under an EI approved supplementary benefit plan for the waiting period, provided the employee:

i) is eligible for pregnancy leave benefits under EI;

ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable to EI.

No supplementary benefit will be paid under this plan for any week in the waiting period, which falls outside the employee's normal employment period. This plan shall be subject to approval of EI.

### **16.03 Statutory Parental Leave**

a) For the purposes of this clause parent shall be defined as one of the following:

i. natural father or mother

ii. adoptive father or mother

iii. any person in a relationship of some permanence with the parent or child.

b) Upon application in writing, an employee of the Board who is a parent of a child is entitled to a leave of absence without pay following:

i. the birth of the child;

ii. the coming of the child into custody care and control of a parent for the first time.

c) The Board shall not terminate the employment of or lay-off any employee for accessing such leave. -Employees are subject to lay-off as per Article 14 – Layoff and Recall.

d) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of the parent for the first time.

e) For persons not covered under (d) Parental Leave may begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

f) The employee shall give the Board at least two (2) weeks written notice of the date the leave is to begin.

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- g) If an employee wishes to change the date when a Parental Leave is scheduled to begin the employee must give written notice:
    - i. two weeks before the starting date if the leave is to begin sooner than indicated;  
or
    - ii. two weeks before the leave was to start if the leave is to begin later than indicated.
  - h) If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board within two (2) weeks of the date.
  - i) The Parental Leave ends:
    - i. sixty-one (61) or sixty-three (63) weeks after it begins; or
    - ii. at an earlier date if the employee gives the Board at least four (4) weeks written notice before the earlier date;  
or
    - iii. at a later date if the employee gives the Board at least four (4) weeks written notice before the date the leave was to end.
  - j) An employee granted a statutory pregnancy leave of absence on and after the ratification date of this Agreement shall be compensated by the Board under an EI approved supplementary benefit plan for the waiting period, provided the employee:
    - i. has not already received the waiting period under the Statutory Pregnancy Leave
    - ii. is eligible for pregnancy leave benefits under EI;
    - iii. makes a claim to the Board on a form to be provided indicating the weekly amount payable to EI.  
No supplementary benefit will be paid under this plan for any week in the waiting period, which falls outside the employee's normal employment period This plan shall be subject to approval of EI.

#### **16.04 Parental Leave**

For absence occasioned by the birth or adoption of a child, the Board shall grant, upon written request, a leave of absence for a period not exceeding two (2) days. This leave shall be granted on the following days: the day of birth, the day of hospital release or when the child comes into the care and custody of the parents. This leave shall not be deducted from the employee's sick leave credit account.

#### **16.05 – Bereavement Leave**

- a) Bereavement Leave shall be granted to a permanent employee or casual employee currently in a Long Term Supply Assignment in accordance with this Article.
- b) For absence occasioned by the death of a partner, child, parent, or sibling of the employee or the employee's partner, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding four (4) consecutive working days. Notwithstanding clause 16.05 (f), if the day of service is not within the allotted consecutive days, then one of the allotted four (4) days may be applied at a future time on the day of service. The absence on the day of death is not

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included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Superintendent of Human Resource Services or designate, where extended travel is required.

- c) For absence occasioned by the death of other relatives of the employee or the employee's partner's immediate family, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding three (3) consecutive working days. Notwithstanding clause 16.05 (f), if the day of service is not within the allotted consecutive days, then one of the three (3) allotted days may be applied at a future time on the day of service. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Superintendent of Human Resource Services or designate, where extended travel is required.
- d) For absence occasioned by the death of a close friend, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding one (1) day for the purpose of attending the service.
- e) The bereavement leave shall begin within seven (7) calendar days following the day of death. Leave requests outside of the seven (7) days shall be considered at the discretion of the Superintendent of Human Resource Services.
- f) The President or the President's designate will receive up to one (1) day off work without pay to attend the service of any member or retired member.

#### **16.06 Education Leave**

Where the Employer requires employees to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

#### **16.07 Maternity Benefits/Supplemental Employee Benefit (SEB) Plan**

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks (immediately following the birth of their child with no deduction from sick leave or the Short-Term Leave Disability Program (STLDP).
- b) Full-time and part-time permanent Employees not eligible for a SEB plan because 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.

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- c) Where any part of the eight (8) weeks falls during the period 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 their child, whichever is less.
  - f) Employees not defined above have no entitlement to the benefits outlined in this article.

#### **Article 17 – Wages**

- 17.01** The Board will pay employees in accordance with the salary schedule in Appendix “B” of this Agreement. Pay day shall be every other Thursday.
- 17.02** In the event that an employee is temporarily assigned to another job or category of work, the employee shall receive the employee’s own rate of pay or the minimum rate of the assignment to which the employee is transferred, whichever is the higher. Employees who are transferred at their personal request will receive the rate of pay for the category of work.
- 17.03** Notwithstanding 17.02, a head caretaker assigned scheduled overtime at a lower classified school shall be paid at the lesser rate.
- 17.04** An employee who receives a “call-back” after leaving the premises of the Board to perform work in an emergency outside the employee’s regularly scheduled hours shall be paid for a minimum of three (3) hours at the appropriate overtime rate. An emergency shall mean any situation that arises in the operation of the school system that could cause bodily harm or property damage or result from abnormal conditions.
- 17.05** Rates of pay for new job classifications and jobs as set out in Appendix “B”, where there has been a major change in the content thereof will be negotiated between the parties. Negotiated rates of pay will be effective as of the date of institution of the new classification or revisions to the present job.
- 17.06** If an underpayment has occurred because of a Board error, it shall be corrected within five (5) business days from the date the Board is made aware. Payment shall be made

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through an Electronic Funds Transfer (EFT).

If an overpayment has occurred, the Board shall communicate with the employee and the Union, in writing, to inform them of the amount of the overpayment and the reason for the overpayment within 14 days notification of the Board becoming aware of the overpayment).

The Board, in agreement with the employee, shall establish a repayment schedule, in writing, prior to any sum representing repayment being deducted from an employee's salary.

For overpayments that come to the attention of the Board eighteen (18) months or later from the time of overpayment, there shall be no requirement to repay money owed.

#### **Article 18 – Hours of Work and Overtime**

**18.01** a) Shift Schedules for employees shall be in accordance with Appendix "A".

b) Breaks shall be taken approximately  $\frac{1}{4}$  of the way,  $\frac{1}{2}$  of the way and  $\frac{3}{4}$  of the way (if applicable) through an employee's shift and shall be taken for the duration outlined in Appendix A.

For example: 8-hour shift

-first break: 2 hours after start

-lunch: 4 hours after start

-second break: 6 hours after start

**18.02** Overtime at the rate of time and one-half ( $1\frac{1}{2}$ ) the employee's regular straight time rate of pay will be paid for work performed:

a) in excess of eight (8) straight time hours worked on any day;

b) in excess of forty (40) straight time hours worked per week;

c) on a Saturday when the employee is not scheduled to work as part of a regularly scheduled work week;

d) on a recognized paid holiday when the employee is regularly scheduled to work, plus any holiday pay or a day in lieu to which the employee is entitled pursuant to Article 17 hereof. "Regularly scheduled to work" means on a day which the employee would otherwise have been scheduled to work had the day not been a recognized holiday.

e) on regularly scheduled checks on a Saturday or Sunday;

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- f) on the first day worked after a caretaking or maintenance employee has completed the employee's regular work week and is then required to change the employee's regular work week without receiving two consecutive days off.

**18.03** Overtime at the rate of two (2) times the employee's regular straight time rate of pay will be paid for work performed:

- a) on a Sunday when the employee is not scheduled to work as part of a regularly scheduled work week,
- b) on a recognized paid holiday when the employee is not regularly scheduled to work, with a guaranteed minimum of three (3) hours at double time, plus holiday pay. All hours worked in excess of the guaranteed minimum shall be paid at double time.

**18.04**

- a) "Stand-by" refers to an employee who by the nature of the duties is required to be available during the employee's normal time off, should the employee's services be required.
- a) An employee shall be paid four (4) hours at the employee's regular rate of pay for each day required to stand-by, and be paid for call back from stand-by at the prevailing overtime rate for the hours worked with a minimum of two (2) hours work or pay in lieu thereof at the aforesaid rate. Any two (2) or more calls out within a two (2) hour period shall all be considered part of one call out.
- b) When overtime is scheduled in any Board Facility due to rentals, it shall be offered as follows:
  - All employees within the school shall be placed on a rotational wheel according to seniority.
  - Eligible employees must be qualified as per the terms of Section 1 of Appendix "E"
    - i. All eligible employees shall be placed on a rotational wheel in order of seniority.

#### For Rentals

For all rentals in any Board Facility there shall be a minimum of one (1) qualified employee on site. Qualified employees will be placed on the wheel in order of seniority and each September the Board will reassess the order for the new school year. A qualified employee will be offered the overtime scheduled when their turn occurs on the wheel. If an employee voluntarily selects to not perform the overtime when their turn on the wheel occurs, they shall be placed at the bottom of the wheel. There is no trading of rotational order. If an employee is absent, except for the purpose of Union business or Bereavement Leave the day of or the day prior to the scheduled overtime, they shall lose their turn and be placed at the bottom of the wheel. If the school receives a late permit or when another employee is absent, the next qualified person on the wheel shall not lose their turn on the wheel if they are unable to do the scheduled overtime.

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Note: A turn on the rotational wheel shall not exceed, at any time, one calendar day of a given permit.

Should a permanent employee scheduled to work overtime not be present, the casual replacing the absent employee shall assume the absent employee's position on the overtime wheel providing the employee is qualified.

Maintenance

Those employees requesting to be considered for overtime shall register with the Supervisor. Overtime shall be distributed equitably by trades to employees on the register.

**18.05 Caretaking and Maintenance**

All employees will receive a fifteen (15) minute rest period during each half of the normal work shift and after any subsequent three (3) hours of work.

**18.06 a) The Board shall pay a shift premium for afternoon shift to caretaking staff for night shift where the bulk of the employee's shift hours falls between 2:30 p.m. and 7:00 a.m.**

Afternoon Shift Premium:

September 1, 2022- – seventy (70) cents per hour

September 1, 2023- – seventy (70) cents per hour

September 1, 2024- – seventy (70) cents per hour

September 1, 2025- – seventy (70) cents per hour

Where an employee of the caretaking staff voluntarily elects to work a split shift, the shift premium will only apply to those hours applicable to the afternoon shift.

**b) For Sunday work, which is part of an employee's regular work schedule, other than checks, a premium shall be paid to caretaking staff for each hour worked on a Sunday.**

Sunday Shift Premium:

September 1, 2022 – fifty-eight (58) cents per hour

September 1, 2023 – fifty-eight (58) cents per hour

September 1, 2024 – fifty-eight (58) cents per hour

September 1, 2025 – fifty-eight (58) cents per hour

**Article 19 – Lunchroom Supervision (Classroom Conditions)**

**19.01 a) Custodial staff are not responsible for the supervision of students during the lunch period/ nutrition breaks nor are they required to supervise the students with the clean-up of the lunchroom(s)/any designated eating areas.**

**b) All unacceptable classroom conditions and any other unacceptable areas shall be directed to and resolved by the Principal or the Facilities Operations Supervisor.**

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## Article 20 – Vacations with Pay

### 20.01

- a) Effective the 2001-2002 vacation year, the following vacations with pay shall be granted to all regular full-time and part-time employees of the Board covered by this Agreement in accordance with the following:
  - i. Less than one (1) year - one day for each full month of service or major portion thereof (maximum of two weeks' vacation)
  - ii. One (1) year or more of service but less than eight (8) years of service prior to September 1st in any year - three weeks' vacation
  - iii. Eight (8) years of service or more but less than seventeen (17) years of service prior to September 1st in any year - four weeks' vacation
  - iv. Seventeen (17) years of service or more but less than twenty-four (24) years of service prior to September 1st in any year - five weeks' vacation
  - v. Twenty-four (24) years of service or more prior to September 1st in any year - six weeks' vacation
- b) A part-time employee shall receive vacation pay based on the number of hours normally worked, multiplied by the employee's base rate of pay.
- c) The vacation year for all employees shall be September 1st to August 31st.
- d) Vacations will normally be taken during the summer months; however, employees will not be permitted to take vacation during the week prior to the opening of school.
  - i) If the Member has sufficient vacation entitlement combined with recognized paid holidays, the Member shall receive the normal rate of pay in accordance with the following:
  - ii) Two (2) weeks' pay during the Winter Break, which will consist of a combination of vacation entitlement and recognized paid holidays.
  - iii) One (1) week's pay during the Spring break, which will consist of a combination of vacation entitlement and recognized paid holidays.
  - iv) Payment for the Winter and Spring Break periods will be made on the regularly scheduled pay coinciding with or next following the break periods.

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v) No record of employment for E.I. purposes will be issued in December or March in lieu of the vacation period.

**20.02** If any employee who is entitled to vacation pay should quit, be discharged, or whose employment is otherwise terminated, the employee shall be paid, on a prorated basis, vacation pay in accordance with Article 17.01. In the event of death, vacation pay shall be paid to the estate of the deceased employee.

**20.03** a) In order that some employees may be permitted to take up to three (3) weeks of their vacation at a time other than July and August, the Board agrees to permit up to seventy-five (75) caretaking employees and up to eighty (80) assistant caretaking employees during the remainder of the school calendar year (September to June), with the exception of Spring Break and the first week of school subject to the following:

i) such request is made in writing at least four (4) weeks prior to the requested vacation indicating the start and end dates of the vacation period

ii) preference will be given to the most senior employees, and

iii) provided the granting of such request does not interfere with the efficient operation of the Board's business, and

iv) the employee to whom such period is granted shall not have the seniority preference set out in the foregoing paragraph (ii) for the next three (3) years.

v) There shall be no more than one (1) employee away from the same shift at the same location in any one week (except for Spring Break)

b) Upon approval, vacations for assistant caretaking and caretaking employees may be taken during the Winter Break or the mid-winter break. Employees who are granted such vacation shall not have the seniority preference for the next three (3) years. Such a vacation shall be limited to no more than one-third of the staff per work location.

c) Vacations for regular members of the maintenance department may be taken, upon approval, during the period June 1st to October 31st of each year. Where the obligations of the Board permit, vacations for regular members of the maintenance department may be taken, upon approval of the department, at a time other than during the period June 1st to October 31st.

**20.04** a) An employee who has been off the active pay-roll in excess of three (3) months during the vacation year shall have any vacation entitlement under Article 20 hereto prorated in accordance with the amount of time that the employee was on the active

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payroll during the vacation year.

b) Employees on WSIB approved leave in excess of three (3) months, who are active payroll but not actively at work, will have their vacation entitlement under Article 20 prorated for the amount of time the Employee was actively at work.

**20.05** Employees retiring with an immediate pension at any time in the vacation year, prior to using their vacation, shall be entitled to the same vacation or vacation pay which would have been earned if they had continued in employment to the end of the year.

**20.06** Effective date of ratification casual employees on one assignment for six (6) continuous months or greater shall accrue seniority while on unpaid leave for the purpose of vacation. On completion of this unpaid vacation, the employee shall return to the assignment if it still exists. Should the assignment terminate prior to the employees return, seniority will accrue only until the actual date of termination of the assignment.

**20.07** In the event of the death of family member during an Employee's scheduled vacation time the Employee may request in writing to the Manager, Staffing and Operations or designate, consideration to replace vacation time lost as a result of bereavement. Such request shall not be unreasonably withheld. The onus shall be on the Employee to provide any necessary information or documentation required to support the request. Any vacation time replaced shall be credited to the Employees vacation entitlement.

**20.08** If an Employee is hospitalized for reasons of illness or injury and such illness or injury is certified by a medical physician or licentiate of dental surgery and the period of hospitalization and recuperation is for more than four (4) consecutive days during the Employee's vacation period, the Employee may request in writing to the Manager, Staffing and Operations or designate, to substitute sick leave, for the equivalent number of days of vacation. Such request shall not be unreasonably withheld. The vacation days shall be credited to the Employees vacation entitlement. The onus shall be on the Employee to provide any necessary information or documentation required to support the request.

**20.09** Upon approval of the Facilities Operations Manager, an employee may defer up to ten (10) days' vacation days beyond the vacation year in which they fall due. Deferred vacation days must be used by the end of December 31<sup>st</sup>.

#### **Article 21 – Recognized Paid Holidays**

**21.01** a) The following holidays shall be observed and to be adhered to as per legislation:

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

Remembrance Day (providing that such day is either recognized as a school holiday

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by the Ministry of Education and it occurs from Monday to Friday or the Board substitutes another school holiday for Remembrance Day).

Payment for casual employees will be made in accordance with Employment Standards Act, 2000.

- b) When Remembrance Day falls on a Saturday or Sunday, it is not a recognized holiday and no holiday pay or lieu day shall be claimed by an employee. An employee who performs work on Remembrance Day which falls on a Saturday or Sunday shall be part of the employee's regular work schedule shall be paid overtime at the rate of time and one-half the employee's regular rate of pay.

**21.02** In the event that any of the holidays in subsection 21.01 falls on a Saturday or Sunday, and the Board decides to observe the holiday on another date, the Board shall consult with the Union before a substitute holidays is selected by the Board.

**21.03** In the event that a recognized holiday falls on a Saturday or Sunday, the employee will recognize the day in accordance with the Board's Holiday Schedule. The Board will ensure that the Union is consulted prior to the Holiday Schedule being distributed.

**21.04** In the event a recognized holiday referred to in this agreement falls within an employee's vacation period, the employee will receive a choice of an additional day off with pay either at the commencement or end of the designated vacation.

**21.05** An employee who is on leave of absence without pay or off the active pay-roll when the recognized holiday falls shall not be entitled to holiday pay or a day off in lieu.

**21.06** The half (1/2) day prior to Christmas Day and the half (1/2) day prior to New Year's Day will be recognized holidays.

#### **Article 22 – Employee Benefits**

**22.01** Benefits are to be administered in accordance with the Education Worker Benefit Trust. Please see Article C5 of Central Terms.

#### **Article 23 – Job Security**

**23.01** No bargaining unit employee shall be laid off as a result of the Board contracting out any of its work or services.

**23.02** No member of the bargaining unit on probationary or permanent staff shall be laid off or suffer a reduction of or a change in normally scheduled hours of work as a result of the use of volunteers.

**23.03** The Board agrees no bargaining work shall be performed for the Board under the auspices of an "Ontario Works" or similar program.

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**23.04** In the event that the Hamilton-Wentworth District School Board amalgamates with any other Board of Education, the Hamilton-Wentworth District School Board will make every reasonable effort to secure continued employment for members of C.U.P.E., Local 4153, who were in its employ at the time of amalgamation and to make its best effort to ensure the retention of seniority.

**23.05** In the event that the Hamilton-Wentworth District School Board enters into a private-public partnership agreement with any other person, company or agency to build or take over any building for the use of the Board, the Board shall make a firm condition of the private-public partnership agreement that the building shall be cleaned and maintained by members of C.U.P.E., Local 4153 in the same manner as all other Board schools. Maintenance and grounds work for the school facility shall, after the normal period of warranty on the new facility and materials, be done by members of C.U.P.E., Local 4153 in the same way that other Board schools' maintenance and grounds work is done.

**Article 24 – Short Term Paid Leave**

**24.01** The following items are not chargeable to the sick leave credit account and shall be without loss of salary:

- a) During such period that an employee is quarantined or otherwise prevented by any order of the Medical Health Authorities from attending upon duties because of exposure to any communicable disease.
- b) During such period as an employee is serving as a Juror, or subpoenaed as a witness in any proceedings where the employee is not a party and not charged with an offence. The employee is required to submit documentation to the Human Resources Officer confirming jury duty or subpoena as witness.

**24.02** To qualify for sick leave, or short-term disability as outlined in the central agreement, an employee must comply with the central terms. an employee who is absent from duties for a period exceeding five (5) consecutive working days must produce a certificate of illness from a qualified physician or licentiate of dental surgery and (if required by the Board) a further certificate from the Medical Officer of the Board upon return to work. The Board may, at its discretion, require a medical certificate from a qualified physician to cover an absence from work through illness or accident for five (5) consecutive working days or less.

**24.03** Employees who will be absent from work will make every effort to enter their absence in the Board's absence reporting system, no later than two (2) hours prior to the start of their shift. It is recognized that in the event of an emergency, the 2-hour reporting requirement may not be possible.

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#### **24.04 Sick Leave 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.

- 1) a) During the lifetime of the collective agreement retirement gratuities for all current employees will remain as status quo in accordance with the former Wentworth County Board of Education. (Former Plan attached as information).
- b) Effective September 1, 2001, retirement gratuities for all current employees will remain as status quo in accordance with the former Hamilton Board of Education, with the exception of the maximum retirement gratuity payment for those employees hired after June 30, 1977. The maximum retirement gratuity payment will be based upon one-half (1/2) the number of sick leave days remaining in an employee's account at time of retirement multiplied by the employee's per diem salary at time of retirement up to a maximum of one-half (1/2) year's salary.
- 2) All new employees hired on and after September 1, 1999, shall be required to serve 20 years in the employment of the Board in order to qualify for a retirement gratuity.
  - a) For employees hired on and after September 1, 1999, an employee is entitled to an amount equal to one half the number of sick leave days remaining in the account at time of retirement multiplied by the employee's per diem rate at time of retirement up to a maximum payment of one-half (1/2) year's salary.
  - b) Neither a sick leave gratuity nor a retiring allowance shall be paid to an employee who is dismissed by the Board for just cause.
  - c) Employees who have received a retirement/sick leave gratuity from the Board or predecessor Board will be ineligible to receive another one.
- 3) An employee retiring from the Board must be eligible for a pension under the terms of the O.M.E.R.S. Pension Plan in order to be eligible for a retiring gratuity.
- 4) The Sick Leave Gratuity shall be paid in one lump sum and shall be paid within sixty (60) days following satisfactory proof being submitted by the employee that the employee is in receipt of an O.M.E.R.S. Pension.

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**24.05 Replacement Coverage**

When a Head Caretaker, Caretaker or Assistant Caretaker absence occurs within a Board building replacement coverage will be initiated on the first day of absence, to the best of the Board's ability and subject to the Board not incurring any additional overtime costs. Where possible, for the first day of absence replacement coverage shall be done from a pool of qualified employees. In order of seniority, qualified staff within the building will have the opportunity to request the position for the second day of absence or longer.

It is understood by the parties that replacement coverage during school break periods – Winter Break, Spring Break, July and August will only be initiated when in the opinion of the Immediate Supervisor it best meets the needs of the building.

**24.06 Overtime Lieu Time**

- a) Effective September 1, 2001, an Employee will be allowed to accumulate overtime hours up to a maximum of ten (10) days per school year as lieu time, calculated at the appropriate premium rate as outlined in Article 18.02 and 18.03. The Employee will indicate to the Immediate Supervisor the intent to bank overtime hours.
- b) The Employee may request to take the banked overtime hours as paid time off at the following times in the school year subject to the restrictions outlined in clause #C:
  - Up to a maximum of five (5) days during July and August (exclusive of the week prior to school start up).
  - Up to a maximum of five (5) days during either the Winter Break and Spring Break periods.
- c) In order to meet the cleaning requirements of the school, no more than one-third (1/3) of the school staff may be allowed off at any one time during the same period unless it is agreed to by the Immediate Supervisor.
- d) The banked overtime hours may be held for a maximum of one (1) year must be used within the school year in which the overtime hours were earned. If banked overtime hours are not used by August 31<sup>st</sup>, the Board shall make the payment to the member Employee.
- e) Maintenance employees shall be entitled to take lieu time or payout for overtime worked. Lieu time shall be taken at a mutually agreed upon time between the employee and the immediate supervisor. Such agreement shall not be unreasonably denied.

**24.07** The Board and the Union are committed to a consistent and equitable approach to meeting the needs of employees who require accommodation, by treating such

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employees with dignity and respect and restoring them to meaningful and available work of value to the Board.

As per the Ontario Human Rights Code, The Board, the Union and the employee recognize their obligation to cooperate and participate in the accommodation process. The parties agree to abide by their obligation under applicable legislation and Boards policies.

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**Article 25 – Appendices**

**25.01** All appendices will form part of this Agreement.

**Article 26 – Duration**

**26.01** This agreement shall remain in force from September 1, 2022, up to and including August 31, 2026, and shall thereafter continue in force for a period of one (1) year unless either party shall give notice to the other not more than ninety (90) days prior to the expiration date therein that it desires revision, modification or termination of this Agreement at its expiration date. In the event that either party does give such notice, the parties will meet to negotiate within fifteen (15) days after the giving of such notice.

Duly executed by the parties hereto at the city of Hamilton this day of \_ .

For the Union

For the Board

\_\_\_\_\_  
Blake Corkill, President Local 4153

\_\_\_\_\_  
Jamie Nunn, Superintendent of Human Resources

\_\_\_\_\_  
Patrick Cumbo, 1<sup>st</sup> Vice President Local 4153

\_\_\_\_\_  
Dave Anderson, Senior Manager, Facilities

\_\_\_\_\_  
Pat Amatangelo, 2<sup>nd</sup> Vice President Local 4153

\_\_\_\_\_  
Robert Avery, Manager, Facilities

\_\_\_\_\_  
Geoff Thompson, Negotiation Committee Local 4153

\_\_\_\_\_  
Dan Rutherford, Labour Relations Officer

\_\_\_\_\_  
Dave Dickout, Chief Steward Local 4153

\_\_\_\_\_  
Brenda Maxwell, Human Resources Officer

\_\_\_\_\_  
Darren Kerr, Membership Officer Local 4153

\_\_\_\_\_  
Darlene Barrick, Recording Secretary Local 4153

\_\_\_\_\_  
Kathleen Webster, CUPE National Representative

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## **Appendix "A" Hours of Work**

The regular hours of work are Monday to Friday. Prior to a job posting, the Board, in consultation with the Union, shall determine start times listed in the below hours of work, the hours of work for a specific Board facility. The hours of work shall be determined based on the needs of the specific location(s) in a job posting. It is also understood that the shift schedules may be altered to best meet the needs of the building. In order to ensure that system needs are adequately met, any of the below hours of work may be altered. Should the hours of work listed below need to be altered, this will be determined by, and require mutual consent between, the Board, the employee and the Union.

- 1) For Day Shift Head Caretakers: 8 consecutive hours inclusive of the following:
  - 20-minute paid lunch
  - two 15 minute breaksDay Shift: 6:00 am – 2:00 pm OR 6:30 am – 2:30 pm OR 7:00 am – 3:00 pm
  
- 2) For Afternoon secondary Head Caretakers: 8 consecutive hours inclusive of the following:
  - 20-minute paid lunch
  - two 15 minute breaksAfternoon Shift: 1:30pm to 9:30pm OR 2:00 pm to 10:00 pm OR 2:30 – 10:30
  
- 3) For Elementary/ rotational secondary Caretakers: 8 consecutive hours inclusive of the following:
  - 20-minute paid lunch
  - two 15 minute breaksDay Shift: 6:00 am – 2:00 pm OR 6:30 am – 2:30 pm OR 7:00 am – 3:00 pm  
Day/Afternoon Shift: 10:00 am – 6:00 pm  
Afternoon Shift: 2:00 pm to 10:00 pm OR 2:30 – 10:30 pm OR 3:00 – 11:00 pm
  
- 4) For 40 hr. Assistant Caretakers: 8 consecutive hours inclusive of the following:
  - 20-minute paid lunch
  - two 15 minute breaksDay Shift: 6:00 am – 2:00 pm OR 6:30 am – 2:30 pm OR 7:00 am – 3:00 pm  
Afternoon Shift: 2:00 pm to 10:00 pm OR 2:30 – 10:30 pm OR 3:00 – 11:00 pm
  
- 5) For 30 hr. Assistant Caretakers: 6 consecutive hours inclusive of the following:
  - 20-minute paid lunch
  - one 15-minute break

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Afternoon Shift: 2:00 pm – 8:00 pm OR 2:30 pm – 8:30 pm OR 3:00 pm – 9:00 pm

- 6) For 20 hr. Assistant Caretakers: 4 consecutive hours inclusive of the following: - one 15-minute break

Afternoon Shift: 2:00 pm – 6:00 pm OR 2:30 pm – 6:30 pm OR 3:00 pm – 7:00 pm

- 7) For Maintenance Staff: 8 consecutive hours inclusive of the following:  
- 20-minute paid lunch  
- two 15 minute breaks

Day Shift: 6:00 am – 2:00 pm 6:30 am – 2:30 pm OR 7:00 am – 3:00 pm OR 7:30 am – 3:30 pm

Afternoon Shift\*: 2:00 pm – 10:00 pm OR 2:30 pm to 10:30 pm OR 3:00 pm – 11:00 pm

Unless otherwise agreed, the above hours shall constitute the regular scheduled hours of work and shall be used to comply with Article 13.03(b).

It is understood that shift schedules may be altered to best meet the needs of the building during non-instructional periods when students or staff are not present. Examples are: Winter Break and Spring Break Periods and July and August.

\*Maintenance staff hired on or after September 1, 2020 may be required to work afternoon shift or weekends with two (2) weeks prior notice.

### **Day Care**

During non-instructional periods coverage shall be shared equally amongst the employees at the school, excluding the Head Caretaker. In the event that there are only 2 Head Caretakers in a Secondary School available, the shifts may be adjusted to meet the needs of the building.

### **Appendix "B" – Wage Rates and Classification**

Effective September 1, 2006, Employees with water certification and performing water testing at a designated school as determined by Facilities Management will receive an allowance of fifteen (15) cents per hour.

Effective September 1, 2011, employees who are required to obtain a BESC and have enrolled in the training will receive an allowance of August 31, 2019, thirty-four cents per hour and as of September 1, 2020, thirty-five cents per hour.

	Hourly rate of pay	Hourly rate of pay	Hourly rate of pay	Hourly rate of pay
CASUAL	September 1, 2022	September 1, 2023	September 1, 2024	September 1, 2025
Minimum	\$23.58	\$24.58	\$25.58	\$26.58
1 Year	\$23.81	\$24.81	\$25.81	\$26.81
2 Years	\$24.10	\$25.10	\$26.10	\$27.10
ASST CTKR	September 1, 2022	September 1, 2023	September 1, 2024	September 1, 2025
Minimum	\$23.58	\$24.58	\$25.58	\$26.58
1 Year	\$23.81	\$24.81	\$25.81	\$26.81
2 Years	\$24.10	\$25.10	\$26.10	\$27.10
CARETAKER	September 1, 2022	September 1, 2023	September 1, 2024	September 1, 2025
Minimum	\$24.25	\$25.25	\$26.25	\$27.25
1 Year	\$24.56	\$25.56	\$26.56	\$27.56
2 Years	\$24.92	\$25.92	\$26.92	\$27.92
HC-SMALL <i>Small Elementary and Afternoon Secondary</i>	September 1, 2022	September 1, 2023	September 1, 2024	September 1, 2025
Minimum	\$25.89	\$26.89	\$27.89	\$28.89
1 Year	\$26.36	\$27.36	\$28.36	\$29.36
2 Years	\$26.65	\$27.65	\$28.65	\$29.65
HC-MED	September 1, 2022	September 1, 2023	September 1, 2024	September 1, 2025
Minimum	\$26.41	\$27.41	\$28.41	\$29.41
1 Year	\$26.70	\$27.70	\$28.70	\$29.70
2 Years	\$27.08	\$28.08	\$29.08	\$30.08
HC-LARGE	September 1, 2022	September 1, 2023	September 1, 2024	September 1, 2025
Minimum	\$26.65	\$27.65	\$28.65	\$29.65
1 Year	\$27.21	\$28.21	\$29.21	\$30.21
2 Years	\$27.50	\$28.50	\$29.50	\$30.50

Maintenance 1	September 1, 2022	September 1, 2023	September 1, 2024	September 1, 2025
(Plumber, Electrician, Burner Mechanic, HVAC/Controls)	\$29.34	\$30.34	\$31.34	\$32.34
Maintenance 2	September 1, 2022	September 1, 2023	September 1, 2024	September 1, 2025
(Carpenter, Painter, Glazier, Locksmith, Asbestos Chief)	\$28.99	\$29.99	\$30.99	\$31.99
Maintenance 3	September 1, 2022	September 1, 2023	September 1, 2024	September 1, 2025
(Preventative Maintenance, Asbestos Mechanic, General Mechanic)	\$27.08	\$28.08	\$29.08	\$30.08

**Implementation Notes:**

- The rate of pay for Head Caretakers in Elementary Schools will be based on the following square footage of the school, which includes portapacks but excludes portables:

Small Elementary	0 - 24,999 square feet
Medium Elementary	25,000 - 44,999 square feet
Large Elementary	45,000 square feet and over
- Any school identified as a Large Elementary School under the previous respective Collective Agreements or Common Provisions will remain as Large Elementary Schools until the position has been vacated. Once the position has been vacated, it will be posted in accordance with the appropriate square footage identified in number 1 of the Implementation notes above.

**Increment and Salary on Promotion**

- An employee not at the maximum salary of a Grade level shall advance on the salary grid by means of an increment in accordance with the respective salary grid steps.
- An employee will advance on the salary grid at either one (1) year or two (2) years from date of appointment to the position.

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3. Where a member is promoted to a position classified at a higher salary level, the member shall receive the minimum salary for the higher level.
  4. If the member's salary prior to promotion is greater than the minimum salary at the next level, the member shall receive the next higher salary step to their present salary and progress toward the salary maximum for the level in accordance with the incremental schedule for the classification.

#### **Appendix "C" – Basic Group Life Insurance**

Benefits of the Group Life Insurance Plan shall be as detailed in the master policy shall provide insurance of \$50,000. New employees shall be eligible for enrollment on the first day of the month following their probationary period.

#### **Amended Provision of Group Life Policy – Total Disability Benefit**

If a member of the Plan becomes totally and permanently disabled before reaching the age of 65 years, the member must select one of the following options at the time of disability:

OPTION 1 – The member may elect to receive life insurance in effect at the date of disability subject to a maximum of \$50,000. Such amount would be paid in a series of sixty (60) equal monthly installments while the disability continues but in no event beyond the member's 65<sup>th</sup> birthday. Any insurance in excess of \$50,000 will be continued in force without payment of premiums as long as the member remains totally disabled (subject to any reductions or termination due to age as provided).

#### **Amended Provision of Group Life Policy – Total Disability Benefit**

If a member of the Plan who is in receipt of monthly installments dies before the full number of monthly installments has been paid, the commuted value of the remaining unpaid installments will be paid to the member's beneficiary of record.

OPTION 2 – The member may elect the waiver of premium benefit whereby the total amount of life insurance in effect at the time of disability will be continued in force without payment of premiums as long as the member remains totally disabled but in no event beyond the members 65<sup>th</sup> birthday. Once a member of the Plan selects either Option 1 or Option 2, there will be no further opportunity to change the Option chosen.

#### **Appendix "D" – Pension Plans**

The Ontario Municipal Employee's retirement System (OMERS) shall be the recognized pension Plan for this bargaining unit composed of Caretakers, Maintenance Staff. The Board shall make the appropriate deductions from the members pay and submit to OMERS, the necessary member and Board pension contributions as required. A members credited service will be pro-rated in accordance with the normal OMERS regulations.

The Board shall maintain any and all pension plans to which members of this bargaining unit

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belong prior to the signing of this Agreement.

For employees regularly employed for twenty-four (24) hours per week or more, enrolment into the OMERS Basic Pension Plan is mandatory. An employee's credited service will be pro-rated in accordance with normal OMERS Regulations.

For employees regularly employed for less than twenty-four (24) hours per week, enrolment into the OMERS Basic Pension Plan is optional consistent with the provisions of the *Ontario Pension Benefits Act* and OMERS.

The Board and CUPE Local 4153 agree to meet and identify any concerns regarding the administration of the OMERS pension plan and if necessary communicate as appropriate to the bargaining unit.

### **Appendix 'E' Training**

Effective September 1, 2020, all employees must have successfully completed Board approved well water training in order to post into a school where they have well water.

An employee must successfully complete all sections of the following Training Program in order to qualify to post for a Caretaker position:

#### **Section 1**

Successful completion of the Caretaking Services' Training modules on:

- i) Boilers and Accessories
- ii) Climate Control Equipment
- iii) Minor Electrical Repair
- iv) Minor Plumbing Repair
- v) Ladder

Note: In order to post for a Caretaker position the applicant must have successfully completed the above listed courses with the exception of Climate Control Equipment, unless posting for a school with Climate Control.

Any employee who is rehired after a break of service of six (6) months or greater, will be required to complete all mandatory training as outlined above.

#### **Section 2 - For Promotion to a Head Caretaker**

In order to qualify to post for a Head Caretaker, an employee must:

- 1 be fully qualified as per the terms of Section 1 of Appendix "E" above.
- 2 have served in the posted position(s) of caretaker or unassigned floating head caretaker for one (1) year
- 3 successfully complete any mandatory refresher program to be implemented by the Board.

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**Building Environmental Systems Certificate (BESC)**

The BESC will no longer be a requirement in order to apply for buildings that are labelled BESC;

- Head Caretakers currently in a BESC building who have successfully completed the training, will be eligible for the allowance as outlined in Appendix B. Such allowance will continue while working in a BESC building;
- Head Caretakers working in a BESC building who have not completed the training will not be eligible for the allowance as outlined in Appendix B;

Any Employee who enrolls and completes the BESC course as outlined above will be eligible for the allowance as per Appendix B. Employees who enrol in the course shall be responsible for the costs of this course.

**Appendix "F" – Terms and Conditions Applicable to Casual Assistants**

- a) Casual employees will be paid at the minimum rate identified under the Assistant Caretaker pay grid.

September 1, 2022	September 1, 2023	September 1, 2024	September 1, 2025
\$23.58	\$24.58	\$25.58	\$26.58

Casual employees will be paid the rate of the assignment when called in to replace an absent employee. A casual employee who is called in will be paid a minimum of three (3) hours for the day.

- b) Casual employees shall accrue seniority on a day for day basis.
- c) For purposes of the job posting provisions of Article 13 only, a laid off employee whose recall rights have been exhausted, will utilize previously accrued seniority gained as a permanent employee, plus the seniority standing accrued as a casual employee.
- d) i) If a casual employee is the successful applicant to a permanent position, the employee shall carry forward the employee's seniority under the terms of Article 12.02.  
ii) In determining seniority, where two or more employees have the same hire date, the tiebreaker shall be decided by lot. The Union shall participate in this process.
- e) Casual employee may fill in for any position in the bargaining unit providing they are qualified.
- f) If a Casual employee is assigned as a replacement for an absent employee for more than three (3) consecutive days and is subsequently off sick for more than three (3) consecutive days, the Casual employee must, upon return to work, produce medical documentation from a licensed medical practitioner or dentist, which verifies the absence was for medical reasons.

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- g) If an employee refuses an assignment on three (3) consecutive occasions, without a bona fide reason, the employee's name shall be removed from the casual list.
  - h) If an employee is unavailable for assignment for a period of three (3) consecutive months, other than for pregnancy/parental leave, a leave of absence granted by Human Resource Services, or illness certified by a medical practitioner, the employee's name shall be removed from the casual list. Under unusual circumstances the Board may extend the period for an additional three (3) months.
  - i) The Board agrees to deduct regular monthly union dues from the pay of casual employees in accordance with Article 2.04.
  - h) For the purposes of sick leave as defined in Article C6.00, a long term supply assignment will be defined as twelve (12) continuous days of employment in one assignment. Casual employees in a long term supply assignment will be eligible for sick leave in accordance with Article C6.00.
  - i) The Board shall offer minor plumbing and minor electrical training to all new Caretaking employees who have successfully completed their probationary period.

#### **Appendix "G" – Supplemental Employment Benefit (SEB) Plan [September 1, 2006]**

1. The object of the plan is to supplement the unemployment insurance benefits received by workers for temporary unemployment caused by pregnancy or parental leaves.
2. This plan covers the CUPE Bargaining Unit employees.
3. The other requirements imposed by the Employer for the receipt or the non-receipt of the SEB are:
  - a) An Employee must be eligible to receive pregnancy or parental leave benefits from E.I.
  - b) An application for supplementary employment benefits must be made by the Employee on a form provided by the Employer and the Employee shall provide verification of the approval of E.I. claim indicating the weekly amount to be paid by the Canada Employment and Immigration Commission.
  - c) Payment will not be made for any week in the waiting period, which falls outside the Employee's normal employment period. An Employee employed on a ten (10) month basis will not be supplemented for any week during the waiting period, which falls during the months of July and/or August.
4. Employees must apply for and be in receipt of employment insurance benefits before

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SEB becomes payable except if non-receipt is due to serving the waiting period.

5. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.
6. Employees do not have a right to SEB payments except for supplementation of E.I. benefits for the unemployment period as specified in the Plan.
7. The benefit level paid under this plan is set at a weekly rate equal to seventy percent (70%) of the Employee's weekly insurable earnings under E.I. It is understood that in any week, the total amount of SEB, unemployment insurance gross benefits and any other earnings received by Employees will not exceed ninety-five percent (95%) of the Employee's normal weekly earnings. \*see central clause C12.1 g)
8. The maximum number of weeks for which SEB is payable is for the two (2) week waiting period.
9. The plan is financed from the Employer's general revenues or through a Trust Fund. SEB payments will be kept separate from payroll records.
10. The Employer will inform the Canada Employment and Immigration Commission of any changes to the plan within thirty (30) days of the effective date of change.
11. The Employee must provide the Employer with the proof that the Employee is getting E.I. benefits or that the Employee is not getting benefits for reasons specified in the plan.
12. The Employer will use the E.I. receipt of the Employee to verify that the Employee is receiving E.I. benefits or other earnings.

## **Appendix H**

For the purpose of interpreting the language of this Collective Agreement the following definitions shall be used:

Agreement shall mean the Collective Agreement.

Allocation Year shall mean the time frame from September 1 to August 31 of any school year.

Bargaining Unit shall mean The Canadian Union of Public Employees Local 4153 (CUPE Local 4153).

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Board Facility shall mean an elementary school, secondary school, Education Centre or Learning Centre (excluding leased sites)

Board shall mean The Hamilton-Wentworth District School Board.

Caretaking Staff shall mean staff who perform regular cleaning duties and maintain the security of Board facilities.

Maintenance Staff (including Trades Persons) shall mean staff who perform regular maintenance and building alterations duties of Board facilities.

Casual Employee/ Casual Assistant shall mean a person not appointed to the regular staff, who is either a provisional worker or on the Board's "Casual Assistant" list.

Collective Agreement shall mean the agreement between the Hamilton-Wentworth District School Board and CUPE Local 4153 and Central Agreement.

Demotion shall mean a transfer to a position at a lower pay grade or decrease in hours within the bargaining unit.

Employee shall mean an employee of the Board who is a member of CUPE Local 4153.

- Permanent Employee shall mean a regular permanent full time or regular permanent part time employee.
- Permanent Full Time Employee shall mean a person appointed to staff and regularly employed for more than 20 hours per week.
- Permanent Part Time Employee shall mean a person appointed to staff and regularly employed for 20 hours per week or less.
- Temporary Employee shall mean a bona fide summer student or provisional worker who works less than five (5) months.

Employer shall mean the Hamilton-Wentworth District School Board.

Lateral Transfer shall mean a transfer to a position at the same pay grade and the same number of weekly and annual hours within the bargaining unit.

Leased Site shall mean any facility that the Board leases.

Leave of Absence shall mean the period of time an employee is away from work, with the employer's permission.

Letter of Understanding shall mean an agreement in writing between the union and the employer.

Member shall mean a member of CUPE Local 4153, employed by the Hamilton-Wentworth District School Board.

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Permit shall mean the document or contract that outlines the rental agreement between HWDSB and a permit holder. It identifies such items as spaces rented, hours of access, name of permit holder and name of permit supervisor on site.

Promotion shall mean a position awarded at a higher pay grade, or an increase in hours within the bargaining unit.

Qualified shall mean an employee who has the requirements to meet a particular job as per Appendix "E".

Rental shall mean the use of space secured through an approved permit by a permit holder.

Scheduled Overtime shall mean overtime that is scheduled and made available to staff prior to any Wednesday at 11:59 PM, in the week the overtime is scheduled.

Seniority shall be defined as the length of service in the bargaining unit as outlined in Article 12.

Active service shall mean working in a Board facility or scheduled to work on an inclement weather day.

Union shall mean The Canadian Union of Public Employees and its Local 4153.

Unscheduled overtime shall mean overtime that has been made available to staff any time after a Wednesday at 11:59 PM, in the week overtime is scheduled.

Vacancy shall mean a position within the bargaining unit not yet filled through job postings or administrative transfers.

### **Central Letter of Agreement #12.**

In partnership with the Indigenous Education department, the parties agree to meet no later than June 15, 2023, to discuss the central language in regards to Letter of Agreement #12.

It is understood that members of CUPE 4153 shall be granted leave for;

- a) Voting in elections as indicated by a self-governing Indigenous authority where the employees working hours do not otherwise provide 3 consecutive hours free from work;  
and
- b) attendance at Indigenous cultural/ceremonial events.

### **Letter of Understanding**

Employees who have exhausted their sick leave entitlement (11@100%) and short-term disability (120@90%) days, shall be granted access to any accrued vacation or lieu time.

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**Letter of Understanding**

**Re: Workload**

Should either the Board or the Union identify significant problems in workload which would initiate a review of work scheduling of an individual employee, a joint committee shall be established comprised of two (2) representatives from the Union and two (2) representatives of the Board to review the concerns.

**Letter of Understanding**

**Re: Student Supervision**

The Hamilton-Wentworth District School Board and CUPE Local 4153 agree that in no case shall general student supervision be assigned to a classification or position in the bargaining unit, where supervision is not a core duty of that classification. This does not diminish any employee's obligation to assist in emergency situations under the *Safe Schools Act*.

**Letter of Understanding**

**Re: Contracting Services**

The Hamilton-Wentworth District School Board and CUPE Local 4153 are committed to open communications and a transparent process in regard to contracting services. The parties agree to discuss and review opportunities for work that could be performed within the bargaining unit.

**Letter of Agreement**

**Re: Inclement Weather**

The parties agree, during the lifetime of the Collective Agreement, that members of C.U.P.E., Local 4153 shall be covered by Board Policy if the school(s) are closed due to inclement weather. Should the policy be revised at any time, the parties shall meet forthwith to consider any impact such a policy change would have on members of C.U.P.E., Local 4153.

**Letter of Agreement**

**Re: Job Security [June 29, 2004]**

The Board agrees that no member of C.U.P.E., Local 4153 on permanent staff as of date of ratification will be laid off (excluding the non-instructional periods for Cooks) during the lifetime of the Collective Agreement. The Board also agrees that during the lifetime of the Collective Agreement, any job loss in the bargaining unit will be done through attrition.

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**Letter of Understanding**  
**Re: Indigenous Leave**

The Board and CUPE Local 4153 signed a Memorandum of Settlement on April 19, 2023, which included in language in the (Local Part B Collective Agreement) Letter of Agreement dated, April 19, 2023, re: Central Letter of Understanding #12 Short Term Paid Leave, Further, the September 1, 2022-August 31, 2026, Collective Agreement was ratified by the Parties on May 26, 2023, which included this language.

The Parties agreed to meet to amend the Collective Agreement based on the articles agreed to in Bargaining, as was the intent during the signing of the Memorandum of Settlement.

As a result, the Parties agreed to recognize the following language, in the final Local (Part B) September 1, 2022-August 31, 2026, Collective Agreement.

Voting in elections, as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide for three consecutive hours free from work; and Attendance at Indigenous cultural/ceremonial events.

For clarity, Indigenous Leave shall be subject to a maximum of five (5) days per school year. Requests for Indigenous Leave must be submitted in writing to the Human Resources Staffing Officer.

Therefore, the parties agree that the proposed local article 24.01 c) will form part of the September 1, 2022 – August 31, 2026, Collective Agreement. The leave will be available for members qualifying for such leave at the signature of this Letter of Understanding.

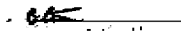
**Article 26 – Duration**

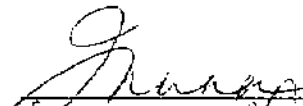
**26.01** This agreement shall remain in force from September 1, 2022, up to and including August 31, 2026, and shall thereafter continue in force for a period of one (1) year unless either party shall give notice to the other not more than ninety (90) days prior to the expiration date therein that it desires revision, modification or termination of this Agreement at its expiration date. In the event that either party does give such notice, the parties will meet to negotiate within fifteen (15) days after the giving of such notice.

Duly executed by the parties hereto at the city of Hamilton this day of 2023.

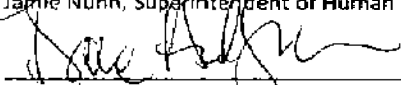
For the Union

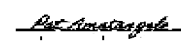
For the Board

  
\_\_\_\_\_  
Blake Corkill, President Local 4153

  
\_\_\_\_\_  
Jamie Nunn, Superintendent of Human Resources

  
\_\_\_\_\_  
Patrick Cumbo, 1<sup>st</sup> Vice President Local 4153

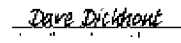
  
\_\_\_\_\_  
Dave Anderson, Senior Manager, Facilities

  
\_\_\_\_\_  
Pat Amatangelo, 2<sup>nd</sup> Vice President Local 4153

  
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Robert Avery, Manager, Facilities

  
\_\_\_\_\_  
Geoff Thompson, Negotiation Committee Local 4153

  
\_\_\_\_\_  
Dan Rutherford, Labour Relations Officer

  
\_\_\_\_\_  
Dave Dickout, Chief Steward Local 4153

  
\_\_\_\_\_  
Brenda Maxwell, Human Resources Officer

  
\_\_\_\_\_  
Darren Kerr, Membership Officer Local 4153

  
\_\_\_\_\_  
Darlene Barrick, Recording Secretary Local 4153

  
\_\_\_\_\_  
Kathreen Webster, CUPE National Representative