

COLLECTIVE AGREEMENT

between

RAINBOW DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 895 C.L.C.**

representing

CUSTODIAL AND MAINTENANCE STAFF

SEPTEMBER 1, 2022 TO AUGUST 31, 2026

PART A
CENTRAL TERMS

Table of Contents

CUPE – PART A: CENTRAL TERMS

C1.00	STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT	3
C1.1	Separate Central and Local Terms	3
C1.2	Implementation	3
C1.3	Parties	3
C1.4	Single Collective Agreement	3
C2.00	DEFINITIONS	3
C3.00	LENGTH OF TERM/NOTICE TO BARGAIN	4
C3.1	Term of Agreement	4
C3.2	Term of Letters of Agreement/Understanding	4
C3.3	Amendment of Terms	4
C3.4	Notice to Bargain	4
C4.00	CENTRAL DISPUTE RESOLUTION PROCESS	5
C4.1	Statement of Purpose	5
C4.2	Parties to the Process	5
C4.3	Meetings of the Committee	5
C4.4	Selection of Representatives	5
C4.5	Mandate of the Committee	5
C4.6	Role of the Central Parties and Crown	6
C4.7	Referral of Disputes	6
C4.8	Carriage Rights	7
C4.9	Responsibility to Communicate	7
C4.10	Language of Proceedings	7
C4.11	Definition of Dispute	7
C4.12	Notice of Disputes	7
C4.13	Referral to the Committee	8
C4.14	Timelines	8
C4.15	Voluntary Mediation /Expedited Mediation	8
C4.16	Arbitration	10
C5.00	BENEFITS	10
C5.1	Eligibility and Coverage	11
C5.2	Funding	11
C5.3	Cost Sharing	11
C5.4	Full-Time Equivalent (FTE) and Employer Contributions	11
C5.5	Payment in Lieu of Benefits	12
C5.6	Benefits Committee	12
C5.7	Privacy	12
C6.00	SICK LEAVE	12
C6.1	Sick Leave/Short Term Leave and Disability Plan	12
C7.00	CENTRAL LABOUR RELATIONS COMMITTEE	18
C7.1	Preamble	18
C7.2	Membership	18
C7.3	Co-Chair Selection	19
C7.4	Meetings	19
C7.5	Agenda and Minutes	19
C7.6	Without Prejudice or Precedent	19
C7.7	Cost of Labour Relations Meetings	19
C8.00	CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES	19
C9.00	ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS	19
C10.00	CASUAL SENIORITY EMPLOYEE LIST	19
C11.00	UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING	20
C12.00	STATUTORY LEAVES OF ABSENCE/SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB)	20
C12.1	Family Medical Leave or Critical Illness Leave	20
	Supplemental Employment Benefits (SEB)	20

C13.00 MERGER, AMALGAMATION OR INTEGRATION	21
C14.00 SPECIALIZED JOB CLASSES	21
C15.00 PROFESSIONAL ACTIVITY DAYS.....	21
APPENDIX A.....	22
APPENDIX B.....	23
Sick Leave Credit-Based Retirement Gratuities (where applicable)	23
Other Retirement Gratuities	23
APPENDIX C - MEDICAL CERTIFICATE.....	24
LETTER OF UNDERSTANDING #1	31
Re: Status Quo Central Items	31
LETTER OF UNDERSTANDING #2	32
Re: Status Quo Central Items and Items Requiring Amendment and Incorporation	32
LETTER OF UNDERSTANDING #3	35
Re: Job Security: Protected Complement	35
LETTER OF UNDERSTANDING #4	37
Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference	37
LETTER OF UNDERSTANDING #5	39
Re: Sick Leave	39
LETTER OF UNDERSTANDING #6	40
Re: Central Labour Relations Committee	40
LETTER OF UNDERSTANDING #7	41
RE: List of Arbitrators	41
LETTER OF UNDERSTANDING #8	42
Re: Children’s Mental Health, Special Needs, and Other Initiatives	42
LETTER OF UNDERSTANDING #9	43
Re: Provincial Working Group – Health and Safety	43
LETTER OF UNDERSTANDING # 10	44
RE: Ministry Initiatives Committee	44
LETTER OF UNDERSTANDING #11	45
RE: Bereavement Leave	45
LETTER OF UNDERSTANDING #12	47
RE: Short Term Paid Leave	47
LETTER OF AGREEMENT # 13	48
RE: Learning and Services Continuity and Absenteeism Task Force	48

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*.

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

- a. There shall be established a Central Dispute Resolution Committee (“The Committee”), which shall be composed of equal representation of up to four (4) representatives each of the employer bargaining agency and employee bargaining agency (“the central parties”), and up to three representatives of the Crown. The Committee will be co-chaired by a representative from each bargaining agency. All correspondence to the committee will be sent to both co-chairs.
- b. The Central Parties and the Crown will provide a written list of representatives appointed to the Committee with contact information every September. Any changes in representation will be confirmed in writing.
- c. A local party shall not be party to the CDRP, or to the Committee, except to the extent its interests are represented by its respective central party on the Committee.
- d. For the purposes of this section, “central party” means an employer bargaining agency or employee bargaining agency, and “local party” means an employer or trade union party to a local collective agreement.

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

a. Dispute Resolution

A review of any dispute referred to the Committee respecting the interpretation, application, administration, alleged violation, or arbitrability of central terms in the agreement, for the purposes of determining whether the dispute might be settled, withdrawn, referred to mediation/arbitration as a formal grievance, or referred to the local grievance procedure in accordance with this section.

b. Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

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

b. The Crown shall have the following rights:

- i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.
- ii. To participate in any matter referred to arbitration.
- iii. To participate in voluntary mediation.

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

- a. Notice of the dispute shall include the following:
 - i. Any central provision of the collective agreement alleged to have been violated.

- ii. The provision of any statute, regulation, policy, guideline, or directive at issue.
- iii. A comprehensive statement of any relevant facts.
- iv. The remedy requested.

C4.13 Referral to the Committee

- a. A central party that has a dispute regarding the interpretation, application, administration, alleged violation, or arbitrability of a central term, shall refer it forthwith to the Committee by notice of dispute to the co-chair of the other central party, with a copy to the Crown, but in no case later than thirty (30) working days after becoming aware of the dispute. Where the responding party wishes to provide a written response prior to the committee meeting, that response shall be forwarded to the other Central party and the Crown.
- b. The Committee shall conduct a review of the dispute. The Committee will meet to review the dispute within twenty (20) working days or at the next scheduled meeting of the Committee.
- c. If the dispute is not settled or withdrawn, within twenty (20) working days of the Committee meeting, the central party submitting the dispute may:
 - i. Continue informal discussions; or
 - ii. Refer the dispute back to the local grievance procedure
- d. If the dispute remains unresolved for longer than sixty (60) working days the dispute may be referred as a grievance. Once referred as a grievance the parties may:
 - i. Refer the grievance to Voluntary Mediation or Expedited Mediation
 - ii. Refer the grievance to Arbitration.

C4.14 Timelines

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

C4.15 Voluntary Mediation /Expedited Meditation

- a. The central parties may, on mutual agreement, request the assistance of a mediator.
- b. Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.
- c. Timelines shall be held in abeyance from the time of referral to mediation until the completion of the mediation process. The referral of a grievance to mediation is without prejudice to either parties' position on jurisdictional matters, including timeliness.
- d. The Parties agree to refer any mediation to agreed-upon mediator(s). In selecting a mediator, the parties shall have regard to reasonable availability, sector knowledge, and linguistic competence.
- e. Following ratification, the parties shall contact mediator(s) to establish three dates for mediation. Dates shall be scheduled in consultation with the parties. One of the expedited mediation sessions shall be conducted in French and two of the expedited mediation sessions shall be conducted in English every school year of the agreement unless agreed otherwise by the parties.
- f. It is understood that the resolution of any grievance under the mediation process shall be without prejudice and shall not be raised or relied upon by either party or the Crown in any future proceeding, except for enforcement purposes.
- g. The parties may jointly set down up to 5 (five) grievances for each review.
- h. The mediator shall have the authority to assist the parties in a mediated resolution to the grievance.
- i. Each party shall prepare a mediation brief to assist the mediator, which shall include the following:
 - A short description of the grievance.
 - A statement of relevant facts.
 - A list of any relevant provisions of the collective agreement.
 - Any relevant documentation.
- j. The description of the grievance and the relevant facts shall not be typically longer than two pages.
- k. The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.
- l. The responding party shall provide their brief no later than five (5) days prior to the scheduled review.
- m. The Crown may provide a brief no later than two (2) days prior to the review.

- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

C4.16 Arbitration

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #7. Arbitrators on the list will be used in rotation, based on availability. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d. The Parties shall select an arbitrator from the list to subject to their availability to hear the matter within eighteen (18) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within eighteen (18) months the parties shall appoint a mutually agreed to arbitrator who is available within eighteen (18) months.
- e. The central parties may refer multiple grievances to a single arbitrator.
- f. The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

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

C5.3 Cost Sharing

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

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

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

- a) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

“Full year” refers to the ordinary period of employment for the position.

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

“Long Term Supply Assignment” means, in relation to an employee,

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

Subject to paragraph d) below, Employees completing a full-year long-term supply assignment shall be allocated eleven (11) sick days payable at one hundred percent (100%) of wages at the

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

If a permanent Employee is absent on his/her last regularly scheduled work day and the first regularly scheduled work day of the following year for unrelated reasons, the allocation

outlined above will be provided on the first day of the fiscal year, provided the employee submits medical documentation to support the absence, in accordance with paragraph (h).

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under an LTD plan, is not entitled to benefits under a school board's sick leave and short-term

disability plan for the same condition unless the employee is on a graduated return to work program then WSIB/LTD remains the first payor.

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

g) Graduated Return to Work

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

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

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

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

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

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

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

the employee will receive 11 days of sick leave paid at 100% of the new reduced working hours. When the employee's hours of work increase during the graduated return to work, the employee's sick leave will be adjusted in accordance with the new schedule. In accordance with

paragraph c), the Employee will also be allocated one hundred and twenty (120) short-term disability days payable at ninety percent (90%) of regular salary proportional to the hours scheduled to work under the graduated return to work. The new pro-rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours.

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

- i. When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long-Term Disability (LTD)/Long Term Income Protection (LTIP),

pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short-term sick leave provision and qualification for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

a) Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.

b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short-term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

Where a school board determines that an evaluation is necessary, and where the compensation package for the position is determined to be below the local market value outside of the education sector, as evidenced by a local market value assessment, the applicable school board may adjust the base wage or salary rate for the position following a discussion between the local Parties.

C15.00 PROFESSIONAL ACTIVITY DAYS

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

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

APPENDIX A

Name of Board where Dispute Originated:	
CUPE Local & Bargaining Unit Description:	
Policy	Group Individual Grievor's Name (if applicable):
Date Notice Provided to Local School Board/CUPE Local:	
Central Provision(s) Violated:	
Statute/Regulation/Policy/Guideline/Directive at issue (if any):	
Comprehensive Statement of Facts (attach additional pages if necessary):	
Remedy Requested:	
Date:	Signature:
Committee Discussion Date:	Central File #:
Withdrawn Resolved Referred to Arbitration	
Date:	Co-Chair Signatures:
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.	

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

I, _____
hereby authorize my Health Care Professional(s)

to disclose medical information to my employer,

In order to determine my ability to fulfill my
duties as a

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
_____ dd _____ mm _____ yyyy
for my absence starting on the
_____ dd _____ mm _____ yyyy

Signature _____ Date _____

Dear Health Care Professional, 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.

Please return the completed form to the attention of:

Employee ID:	Telephone No:
Employee Address:	Work Location:

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 <input type="checkbox"/>
	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)

<p>Walking:</p> <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>	<p>Standing:</p> <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>	<p>Sitting:</p> <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>	<p>Lifting from floor to waist:</p> <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>	
<p>Lifting from Waist to Shoulder:</p> <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>	<p>Stair Climbing:</p> <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>	<p><input type="checkbox"/> Use of hand(s):</p> <p>Left Hand</p> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other <i>(specify):</i> <p>Right Hand</p> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other <i>(specify):</i>		
<p><input type="checkbox"/> Bending/twisting repetitive movement of <i>(please specify):</i></p>	<p><input type="checkbox"/> Work at or above shoulder activity:</p>	<p><input type="checkbox"/> Chemical exposure to:</p>	<p>Travel to Work:</p> <p>Ability to use public transit _____</p> <p>Ability to drive car _____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <hr/> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

COGNITIVE (if applicable)

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

- 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.

PART B
LOCAL TERMS

TABLE OF CONTENTS – PART B - LOCAL TERMS

ARTICLE 1 - <u>PURPOSE</u>	5
ARTICLE 2 - <u>RECOGNITION</u>	5
ARTICLE 3 - <u>SCOPE</u>	5
3.01 Application.....	5
3.02 Definitions.....	5
ARTICLE 4 – <u>MANAGEMENT RIGHTS</u>	7
ARTICLE 5 – <u>NO DISCRIMINATION</u>	7
ARTICLE 6 – <u>RESPONSIBILITIES OF EMPLOYER</u>	8
6.01 Operate Schools.....	8
6.02 Interpretation.....	8
6.03 Rules and Regulations.....	8
6.04 Personnel Files.....	8
ARTICLE 7 – <u>NO STRIKES OR LOCKOUTS</u>	8
ARTICLE 8 – <u>UNION SECURITY</u>	9
8.01 Compulsory Checkoff.....	9
8.02 Dues - Deductions.....	9
8.03 Dues - Rates.....	9
8.04 Dues - Method.....	9
8.05 Technological Change.....	9
8.06 Contracting Out.....	10
8.07 Volunteers.....	10
8.08 Special Meetings.....	10
8.09 Workfare.....	10
ARTICLE 9 – <u>UNION RESPONSIBILITIES</u>	10
9.02 Change of Address.....	10
9.03 Union Activities.....	10
9.04 Canadian Union of Public Employees Representative.....	11
9.07 Posting of Notices.....	11
ARTICLE 10 – <u>COMPLAINT AND GRIEVANCE PROCEDURE</u>	11
10.01 Definition.....	11
10.02 Complaint Procedure.....	11
10.03 Grievance Procedure.....	11
10.04 Employer or Union Grievance.....	12
10.05 Discharge or Discipline.....	12
10.06 Witnesses.....	13

10.07	Time Limits	13
10.08	Enforcement	14
ARTICLE 11 – <u>MEDIATION/ARBITRATION</u>		14
11.01	a) Application	14
	b) Arbitrator	14
	c) Powers of the Arbitrator	14
ARTICLE 12 – <u>SENIORITY</u>		14
12.01	a) Application	14
	b) Definition of Seniority	15
12.02	a) Layoff	15
	c) Lay-off – Temporary or Probationary Employees	16
	d) School Closing	16
12.03	a) Seniority Lists	16
12.04	Recall/Reinstatement	17
	a) Rights to Return to Former Classification and Hours	17
	b) Recall from Layoff	17
12.05	Break in Seniority and Termination	18
12.06	Seniority Forfeited	18
12.07	Transfers Outside Unit	18
12.08	Redeployment Committee	18
ARTICLE 13 – <u>JOB POSTINGS</u>		18
13.01	New Jobs and Vacancies	18
13.03	Posting	20
13.04	Transfers	20
13.05	Custodial Relief/Replacement	20
ARTICLE 14 – <u>LEAVE OF ABSENCE</u>		21
14.01	Leave for Union Business	21
14.02	General Leave	22
14.03	Jury or Witness Duty	22
14.04	Quarantine	22
14.05	Unpaid Sick Leave	22
14.06	Special Leave of Absence	22
14.07	Personal Leave Days	22
14.08	Pregnancy/Parental Leave	23
14.09	Paternity Leave	24
14.10	Adoption Leave	24
14.11	Bereavement Leave	24
14.12	Requests for Leave of Absence	24
14.13	Family Caregiver Leave	24
14.14	Election Leave	24
14.15	Union Officer Leave	25

ARTICLE 15 – <u>SICK LEAVE</u>	25
15.03 Reporting – Unable to Work	25
15.04 Accident Compensation	25
ARTICLE 16 – <u>HOURS OF WORK</u>	26
16.01 Definition of Shifts	26
16.02 Secondary School Custodians	26
16.03 Elementary School Custodians	26
16.04 Cleaners – Elementary and Secondary	27
16.05 Maintenance Department	27
16.06 Rest Periods/Lunch Breaks	27
16.07 Days Off	27
16.08 Exceptions and Variations	27
ARTICLE 17 – <u>SHIFT DIFFERENTIAL</u>	28
17.01 Rate	28
17.02 Sunday Premium	28
ARTICLE 18 – <u>OVERTIME</u>	28
18.01 Rate	28
ARTICLE 19 – <u>SCHOOL RENTALS</u>	29
ARTICLE 20 – <u>REPORTING PAY</u>	29
20.01 Reporting	29
20.02 Standby Pay	29
20.03 Call Out	30
ARTICLE 21 – <u>RELIEVING IN OTHER GRADES</u>	30
ARTICLE 22 – <u>PAY DAYS</u>	30
ARTICLE 23 – <u>VEHICLE ALLOWANCE</u>	31
ARTICLE 24 – <u>TOOL ALLOWANCE</u>	31
24.04 Certificate Renewal Allowance	31
ARTICLE 25 – <u>CLOTHING ALLOWANCE</u>	31
ARTICLE 26 – <u>ANNUAL VACATIONS</u>	32
ARTICLE 27 – <u>PAID HOLIDAYS</u>	34
27.02 Substitution of Paid Holiday	34
27.03 Working on Holidays	34
27.04 Qualify for Holiday	35

27.05	Absence from Work.....	35
27.06	Christmas and Winter Break.....	35
27.07	Summer Recess.....	35
27.08	Paid Holidays During Relieving.....	35
ARTICLE 28 – <u>PENSION PLAN</u>		35
ARTICLE 29 – <u>TERMINATION OF EMPLOYMENT</u>		36
ARTICLE 30 – <u>JOINT CONSULTATION COMMITTEE</u>		36
ARTICLE 31 – <u>ORDERS AND DIRECTIVES</u>		36
ARTICLE 32 – <u>PRINTING OF AGREEMENT</u>		36
ARTICLE 33 – <u>CONTRACT LANGUAGE</u>		36
ARTICLE 34 – <u>SCHEDULES</u>		37
ARTICLE 35 – <u>VALIDITY OF THE AGREEMENT</u>		37
ARTICLE 36 – <u>TERM OF AGREEMENT</u>		37
SCHEDULE “B” – <u>CLASSIFICATIONS AND WAGE RATES</u>		39

ARTICLE 1 – PURPOSE

The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the employees; to provide procedures for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

1.01 It is agreed by the parties hereto that every covenant, proviso, and agreement shall ensure to the benefit of and be binding upon the parties hereto, and their successors and assigns, and that all covenants herein shall be construed as being joint and several and that when the context so requires or permits the singular number shall read as if the plural were expressed and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

ARTICLE 2 - RECOGNITION

2.01 The Employer hereby recognizes the Canadian Union of Public Employees and its Local 895 as the sole and exclusive bargaining agent for all employees covered by Article 3 – Scope in respect to hours of work, wages and all other conditions pertaining to the employees covered by the terms of this Agreement.

ARTICLE 3 – SCOPE

3.01 Application

This Agreement shall apply to all classes of employees employed by Rainbow District School Board in the general fields of Custodial, Maintenance and Construction save and except Supervisor and persons above the rank of Supervisor.

3.02 Definitions

- a) “Employee” shall mean an employee in the bargaining unit as described in Article 3.01.
- b) “Permanent employee” shall mean an employee who has completed the probationary period outlined in Article 3.02(g) and is not a temporary or casual employee as defined herein.
- c) “Permanent full-time employee” shall mean any employee who is employed for more than 24 hours per week and who has completed **his their** probationary period and has attained seniority rights in the bargaining unit as defined in Article 3.01.
- d) “Permanent part-time employee” shall mean any employee who is employed for not more than twenty-four (24) hours per week and has completed **his their** probationary period and has attained seniority rights in the bargaining unit as defined in Article 3.01.

- e) Temporary employees:
- (i) An employee's status changes from casual to temporary when the employee has relieved in one or more casual vacancies for a period of more than sixty-five (65) consecutive days of work.
 - (ii) On the return to work of the permanent incumbent, the temporary employee shall revert to the status of casual employee.
 - (iii) In the event that the permanent incumbent does not return to work following the summer layoff, the employee who was relieving on a temporary basis prior to the layoff will be recalled to the temporary vacancy as a temporary employee.
 - (iv) All temporary employees are excluded from the following articles unless otherwise provided:
Articles 12, 13, 14, 15, 21, 24, 25, 26, 28, 31

- f) "Casual employees" are defined as one of the following:
- (i) Employees hired for a definite term or task under a Federal or Provincial employment incentive plan, OR
 - (ii) Any student who is hired as a summer employee for a definite term or task, OR
 - (iii) Any employee who is hired to temporarily replace an employee who is absent on sick leave, compensation or other approved absence for a period not exceeding sixty-five (65) consecutive days of work OR
 - (iv) Any employee who is temporarily hired for a definite term to temporarily fill a vacant position that will be redundant by the end of the school term or year.
 - (v) All casual employees are excluded from:
Articles 12, 13, 14, 15, 21, 24, 25, 26, 27, 28, 30, 31

g) Probationary Employees

All permanent employees shall be considered probationary employees until they have performed sixty-five (65) days of work for the Employer. If however, in the opinion of the Employer, the employee had completed the probationary period prior to this time, the Employer may shorten the probationary period, provided that the Union and the employee are so informed in writing. With the written consent of the Employer, the probationary employee and the Union, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty-five (65) days of work. During the probationary period all terms and conditions of the agreement shall apply to the probationary employee, except that the probationary employee shall have no right under this agreement in respect to discharge nor shall the probationary employee have benefit of the grievance procedure in discharge cases. If the employee is retained beyond the probationary period, as the case may be, seniority shall date

from the original hiring date. During any extension to the probationary period, the employee shall have the benefit of the grievance procedure.

3.03 The approval of the parties to this Agreement will be required prior to the implementation of any Federal and/or Provincial Employment Incentive Plan which conflicts with the terms of the Collective Agreement.

3.04 Departments

For the purpose of this Agreement, the following Departments shall be recognized:

- Custodial
- Maintenance

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union acknowledges and agrees that it is the exclusive right and authority of the Employer subject to the terms and provisions of this Agreement:

- a) generally to manage and operate the enterprises in which the Employer is engaged in all respects and in accordance with its obligations and without restricting the generality of the foregoing, the location and kinds of machines and tools to be used, the location and number of employees required from time to time, the qualifications of employees, the sub-contracting of work, the extension, limitation, curtailment or cessation of operations, the standards of performance for all employees, and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement;
- b) to hire, discharge for just cause, direct, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, subject to the use of the Grievance Procedure;
- c) to maintain order, discipline and efficiency; and make, enforce and alter from time to time rules and regulations to be observed by all employees, provided that such rules and regulations are not inconsistent with the provisions of this Agreement.

ARTICLE 5 – NO DISCRIMINATION

5.01 There shall be no discrimination by the Employer, the Union, its officers or officials or any employee against any person on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, religion, political affiliation or disability, in accordance with the Human Rights Code, and there shall be no intimidation, coercion or discrimination against any employee because of membership or non-membership in any lawful union, association or labour organization.

ARTICLE 6 – RESPONSIBILITIES OF EMPLOYER

6.01 Operate Schools

The Union recognizes the statutory responsibility and right of the Employer to establish, maintain and operate schools. All employees of the Employer must be prepared at all times to assist the Employer whenever it is reasonable to do so in discharging this right and responsibility.

6.02 Interpretation

This right and responsibility of the Employer requires that any dispute arising over the interpretation of the terms of this Agreement be adjusted and settled in an orderly manner without interruption of the operation of the school system, therefore the employees agree that if any difference with the Employer occurs during the time period of this Agreement, the same will be dealt with under the Grievance Procedure set forth or at Joint Consultation prior to the dispute becoming the subject of a grievance.

6.03 Rules and Regulations

The Employer, in establishing reasonable rules and regulations applicable to the employees shall communicate same to the employees either by posting same on the bulletin board, or by supplying the employees with a written copy of same, and copies of rules and regulations and amendments thereto shall be forwarded to the Recording Secretary of the Union when implemented by the Employer.

6.04 Personnel Files

Upon request, an employee may view their personnel file. When viewing the personnel file the employee may be accompanied by a Union representative.

6.05 The Employer agrees that once per year, it will provide to the Local Union Officers a list of the names, addresses, phone numbers, classification and school location of all employees represented by the Local Union (updates to be provided at the same time as the seniority lists).

By ratification of this Agreement by members of the Local, they agree that the Employer can provide the information in the first paragraph and it is not a violation of the *Freedom of Information Act*.

ARTICLE 7 – NO STRIKES OR LOCKOUTS

7.01 There shall be no lock-out by the Employer. The Union and/or employees shall not cause, direct or consent to any strike, interruption work stoppage or any other individual or collective action or interference on the part of the employees during the terms of this Agreement or during the conciliation period when the provisions of the *Labour Relations Act* will prevail.

- 7.02 In the event of a strike or lockout by another bargaining unit, the employees agree to make a reasonable effort to report for work. It is understood that where an employee has a concern in regards to ~~his/her~~ their health and safety such employee shall not be required to cross the picket line and shall report to the Employer. The employee shall be entitled to request an unpaid leave of absence under Article 14 of the Collective Agreement.
- 7.03 Should there be any violation of Section 7.01 of this Article, there shall be no discussion or negotiation of the matter in dispute between the Employer and the Union until normal work has been resumed.

ARTICLE 8 – UNION SECURITY

8.01 Compulsory Checkoff

It is agreed by the parties hereto that all employees covered by the scope of this Collective Agreement shall be required to pay to the Union an amount equal to the current monthly union dues.

8.02 Dues – Deductions

The Employer agrees to deduct dues levied from the earnings of each employee of the unit in the amounts certified by the Union to be currently in effect according to its Constitution and By-laws and remit the sums so deducted to the Secretary/Treasurer of the National Union no later than the fifteenth (15th) day following the date of deduction and include with each remittance a statement showing the names of the employees in numerical order of schools from whom monthly dues were deducted.

8.03 Dues – Rates

The Union shall certify to the Employer the union dues which are currently in effect and any changes in the constitution or By-laws of the Union affecting union dues shall be communicated in writing to the Employer before such change shall take effect.

8.04 Dues – Method

Dues shall be assessed and deducted according to the method set out in a Letter from the President of Local 895, to the Superintendent of Business/Chief Financial Officer or by such other method as may be mutually agreed between the Employer and the Union.

8.05 Technological Change

As a result of the introduction of new equipment, or technology, or a process which is substantially different in nature or design than that previously in effect, retraining will be provided over a reasonable period of time.

8.06 Contracting Out

It is agreed that for the term of this agreement there shall be no restriction on contracting out, by the Board of the work or services now performed by employees herein represented provided that no permanent employees in the bargaining unit will be laid off, or suffer a reduction in their regular daily or weekly hours of work except as otherwise provided herein, as a result of contracting out or as a result of persons outside the bargaining unit performing work of the bargaining unit.

8.07 Volunteers

No permanent employees will lose employment with the Employer as a result of the use of volunteers in the system during the term of this Agreement.

8.08 Special Meetings

Any representative of the Union or the bargaining committee who is in the employ of the Employer shall have the right to attend special meetings which have been approved by the Employer and that are held within working hours, without loss of remuneration provided the employee works the time lost at a time mutually agreeable with the Employer.

8.09 Workfare

No permanent employees will lose employment with the Employer during the term of this agreement as a result of work being performed under the auspices of an Ontario Works (workfare) or similar program.

8.10 No contract, written or oral shall be entered into between the Board or any of its designated representatives, and employees covered by this Agreement on matters relative to hours of work, wages and working conditions, promotions, demotions, or any other conditions affecting the welfare of the employees in general.

ARTICLE 9 – UNION RESPONSIBILITIES

9.01 A newly hired employee shall have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to twenty (20) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such a representative of the Union and the Collective Agreement.

9.02 Change of Address

It shall be the responsibility of all employees to notify the Employer and the Union within seven (7) calendar days of any change of address or telephone number.

9.03 Union Activities

The Union, its members and/or its agents shall not, during working hours or on the Employer's premises, conduct Union activities except as expressly provided herein.

9.04 Canadian Union of Public Employees Representative

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

9.05 The Union will, once per calendar year, notify the Employer of the names of the following officers – President, Vice-President, Recording Secretary, Secretary-Treasurer, Stewards and Grievance Committee members. When changes occur the Union will notify the Employer of such changes within a period of ten (10) working days of such changes.

9.06 Employees who suffer from a work related injury will have representation from the Union when the Employer, employee and/or WSIB, meet formally to discuss reinstatement or modified work. This does not preclude the Employer from dealing directly with the injured employee to facilitate an early and safe return to work as required under the *Workplace Safety and Insurance Act*.

9.07 Posting of Notices

The Employer agrees that the Union shall have the right to post notices of meetings and such other notices that may be of interest to the employees concerned in such locations as may be mutually agreed upon by the Employer and the Union. Such notice shall be submitted to the Employer for approval before posting and the number of days of posting shall be clearly shown on all such notices.

ARTICLE 10 – COMPLAINT AND GRIEVANCE PROCEDURE

10.01 Definition

A grievance is defined as a difference between the parties arising from the interpretation, application, administration or alleged violation of this Collective Agreement. It is the mutual desire of the parties that complaints or grievances shall be adjusted as promptly as possible. All complaints and/or grievances shall be dealt with in accordance with the following procedures.

10.02 Complaint Procedure

An employee's complaint may be taken up verbally by the employee affected with **his/her their** immediate supervisor within five (5) working days of the occurrence. Employees shall be accompanied by their Steward unless they do not wish a Steward present. In the case of a wage complaint the matter shall be taken up within five (5) working days from the time the employee receives **his/her their** pay. The immediate supervisor shall give an answer within five (5) working days.

10.03 Grievance Procedure

Step 1

An employee's grievance shall be reduced to writing and taken up by the employee and the Steward or Union representative with the manager within fourteen (14) working days of the occurrence, or in the case of a wage grievance, fourteen (14) working days from the time the

employee receives **his/her their** pay, and the manager shall give a written answer within fourteen (14) working days of the filing of the grievance.

The grievance, when reduced to writing, shall consist of a statement of the relevant facts on which the grievor intends to rely, together with the Article number allegedly violated, and the remedy sought.

Step 2

If the Union is not satisfied with the answer or the grievance has not been settled at Step 1, the employee, with the Union Steward and/or Union representative, may take the matter up in writing with the Superintendent of Business/Chief Financial Officer or an appointee within ten (10) working days of the answer at Step 1. The parties shall meet and discuss the matter and the Employer shall give a written answer within ten (10) working days. If the reply of the Superintendent of Business/Chief Financial Officer is unacceptable to the Union, the matter may be submitted to Step 3 by notice in writing to the Director of Education within ten (10) working days of the receipt of the Step 2 reply.

Step 3

The Director of Education/Designate shall meet with the employee and the union representative(s) within ten (10) working days of receipt of the letter requesting Step 3. The Director of Education/Designate shall give a written answer within ten (10) working days of the meeting. If the reply of the Director of Education/Designate is unacceptable to the Union, the matter may be submitted to arbitration by notice in writing to the Manager of Human Resources/Labour Relations within ten (10) working days of the receipt of the Step 3 reply. The procedures of Article 11 will then apply.

10.04 Employer or Union Grievance

Wherever a dispute arises directly between the parties as to the interpretation, application or alleged violation of this Agreement, which does not fall into the category of an employee grievance, the matter may be initiated in writing by one party to the other at Step 2 of the Grievance Procedure within thirty-one (31) working days of the occurrence.

In the case of an Employer grievance, the written grievance shall be forwarded by registered mail to the President of Local 895, with a copy to the Recording Secretary. The Union shall give its written answer within ten (10) working days of the conclusion of discussions. If the Employer is not satisfied with the answer, the grievance shall be submitted to arbitration, within ten (10) working days of the answer with notification to the Local Union President and a copy to the Recording Secretary.

For the purposes of this article, working days will be defined as Monday to Friday for grievance purposes only.

10.05 Discharge or Discipline

- a) In the case of a discharge or discipline grievance, the matter must be initiated in writing by the aggrieved employee within ten (10) working days of the discharge. The matter will be dealt with starting at Step 2 of the Grievance Procedure.
- b) The Board will inform an employee that they have a right to representation by one Steward at a meeting scheduled by the employer where discipline is to be imposed or

where an allegation of misconduct is being investigated. If the employee fails to appear, the meeting will proceed in the presence of the Steward on the affected employee's behalf. If the employee chooses not to have union representation, the employee will confirm this in writing.

Notwithstanding the above, another Steward may attend the meeting as long as they are not scheduled to work for the employer at the time of the meeting.

c) At any time the Employer deems it necessary to suspend or discharge an employee, a Steward shall be invited to be present at a meeting when the written document is presented. If the employee fails to appear the meeting will proceed in the presence of a Union representative on the affected employee's behalf.

d) Authority

Discharge or discipline grievances may be settled by confirming the Employer's actions in dismissing or disciplining the employee or by reinstating the employee with full, partial or no compensation for time lost or by another arrangement which is just and equitable in the opinion of the parties or of the Arbitrator.

e) At the employee's request, documents contained in an employee's Human Resources file of a disciplinary nature and all supporting documents shall be removed from this file after the employee has worked eighteen months for the board after the date of the letter, unless further disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary material regarding theft, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in the employee's Human Resources file.

10.06 Witnesses

Any stage of the Grievance Procedure or at Arbitration, the parties may have the assistance of the employees concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

10.07 Time Limits

The time limits fixed in the Grievance Procedure may be extended by mutual consent of the parties to this Agreement. If the grievor fails to comply with the time limits, the grievance shall be deemed to be abandoned. If the respondent fails to comply with the time limits, the grievor shall be at liberty to enter the grievance in the next succeeding stage. Forwarding by registered mail or delivery by hand to the applicable representative of the party, within the time limits set out herein, will be considered complying with the time limits herein referred to. The working days between July 1 and August 31 will not count as a violation if the parties do not meet the stated time limits during this period.

10.08 Enforcement

Grievance settlements at any stage of the Grievance Procedure shall be binding upon both parties and shall be subject to enforcement in the same manner as a decision under the Arbitrable Procedure.

ARTICLE 11 – MEDIATION/ARBITRATION

11.01 a) Application

Any difference of opinion relating to the interpretation, application or alleged violation of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by Arbitration as follows.

b) Arbitrator

Upon mutual agreement an arbitration board may be appointed. The party referring the matter to arbitration shall include the name of its nominee to the arbitration board. Within five (5) calendar days of receipt of the notice to arbitrate, the other party shall name its appointee to the arbitration board. The two appointees shall choose an arbitrator to act as the Chairperson of the Arbitration board. Failure on the part of the two appointees to agree to a Chairperson, the Minister of Labour for the Province of Ontario shall be requested to appoint the Chairperson of the Arbitration board. The Arbitration board shall hear the evidence of both parties and render its decision. The unanimous decision of the Arbitration board or a majority of the Arbitration board, as the case may be, shall be final and binding on both parties and the parties shall jointly and equally bear the expenses of the Chairperson of the Arbitration board and any costs of the place of the hearing of such arbitration.

Notwithstanding the above, if the parties mutually agree, in writing, a single arbitrator may be selected as per section 46 of the *Labour Relations Act*.

c) Powers of the Arbitrator

The Arbitrator shall not have the power to add to or subtract from or change the provisions of the Collective Agreement or to deal with any matter not covered by this Agreement.

11.02 Notwithstanding Article 11.01, the parties may, upon mutual agreement, refer a grievance to mediation. The parties shall equally split the cost of the mediator and the place of the mediation.

ARTICLE 12 – SENIORITY

12.01 a) Application

Seniority is the principle of granting preference to employees for promotion, demotion, lay-off and recalling after lay-off in accordance with the length of employment with the Employer.

b) Definition of Seniority

Seniority is defined as the length of continuous service with the board and its predecessor boards of education and shall be accrued from the date of hire as a permanent employee in the bargaining unit.

c) Seniority shall not accrue during periods of general leave beyond six months.

12.02 a) Layoff

In the event of a reduction in the number of permanent employees or a reduction in the normal daily or weekly hours of work of one or more permanent full-time or permanent part-time employees, or a change in school square footage which results in a reclassification of the Elementary Custodian, subject to the provisions of 12.02(d), employees shall be laid off in reverse order to their bargaining unit seniority. In the event of a reduction in the number of hours required to clean a school, the reduction in hours will be applied to cleaner schedules in reverse seniority order within the school. Custodians will remain at 40 hours so long as conditions warrant. Employees shall be recalled in the order of their seniority provided they are qualified and able to do the work. In the event of lay-off, there will be no upward bumping.

The Employer shall notify in writing permanent employees who are to be laid off a minimum of thirty (30) calendar days before the lay-off is to be effective, subject to the terms of the *Employment Standards Act*, except where employment is on a seasonal basis, in which case seven (7) calendar days notice shall be given. If the employee laid off has not had the opportunity to work the applicable number of days after notice of lay-off, ~~he/she~~ **they** shall be paid in lieu of work for the applicable number of days during which work was not available.

12.02 b) An employee who has ~~his/her~~ **their** hours reduced or whose position is declared redundant will be given a minimum 30 calendar days notice of the effective date of the reduction and may:

- i) accept the lay-off and be placed on the recall list, or
- ii) to accept the reduction in hours at ~~his/her~~ **their** present location, or
- iii) displace another employee in accordance with the classifications listed in Schedule B and in accordance with the following process, provided that the employee can perform the duties of the classification within a period of orientation.
 - a) displace the least senior employee in the same classification with equivalent hours, in the same geographic area; then,
 - b) displace the least senior employee in the same classification with less hours in the same geographic area; or
 - c) displace the least senior employee in the same classification with equivalent hours in one of the other geographic areas; then,

- d) displace the least senior employee in a lesser rated classification with equivalent hours in the same geographic area; then,
 - e) displace the least senior employee in a lesser rated classification with equivalent hours in one of the other geographic areas; or
 - f) displace the least senior employee in a lesser rated classification with less hours in the same area; then,
 - g) displace the least senior employee in a lesser rated classification with less hours in one of the other geographic areas.
- iv) An employee who is unable to displace a junior employee through the process outlined in (iii) shall be laid off.

No new employee shall be hired within a job classification before laid-off employees in that same classification with the required qualifications for the position are recalled within twenty-four (24) months after the date of termination of employment.

- v) For the purposes of this article the geographic areas shall be defined as the former Espanola, Manitoulin and Sudbury Boards of Education.

c) Lay-off – Temporary or Probationary Employees

The lay-off or dismissal of a temporary or probationary employee shall not be made the subject of a grievance. Such lay-off or dismissal shall be effective as of the date set out in the written notice forwarded to the employee concerned with a copy to the Recording Secretary of the Union.

d) School Closing

- i) In the event of the closing of a school(s) a representative of Management and the Union will interview the affected staff and review their deployment and for such purposes the posting procedure may be waived.
- ii) An employee who elects redeployment under 12.02(d) waives the right to exercise ~~his/her~~ their rights under 12.02 and 12.04.
- iii) If an employee has a reduction in wage rate due to a reassignment (referred to in 12.02(d) (i), adjustments will be made in the following three years to cushion the loss and will be calculated as follows:
 - in the first 12 month period $\frac{3}{4}$ of the difference in wage rates added to the wage rate;
 - in the second 12 month period $\frac{1}{2}$ of the difference in wage rates added;
 - in the third 12 month period $\frac{1}{4}$ of the difference in wage rates added;
 - in the fourth year, the wage rate will be that of the position.

12.03 (a) Seniority Lists

The Employer shall maintain seniority lists and post electronically by September 15th and April 1st of each year.

12.04 Recall/Reinstatement

a) Rights to Return to Former Classification and Hours

Employees displaced from their classification and employees who have had their hours reduced through the process outlined in 12.02 shall have, for a period of 24 months, the right to return, to their former classification and former hours as follows:

- i) should a vacancy occur in an employee's former classification and with equivalent hours, the employee will be recalled to the vacancy in seniority order;
- ii) so long as there are employees with rights to return under this article, the posting provisions of article 13.01 will be suspended;
- iii) if there are no employees with rights to return under this article the posting provisions of Article 13.01 will apply.
- iv) if a vacancy occurs outside of the geographic area from which the employee's reinstatement rights were triggered, and the employee chooses not to accept the assignment, the employee will retain reinstatement rights to a vacancy in the employee's former classification with equivalent hours within their geographic area for the remainder of their recall period.

b) Recall from Layoff

Employees laid off shall have, for a period of 24 months from their date of layoff, the right to be recalled to permanent positions for which they are qualified, in seniority order as follows:

- i) an employee will be recalled to any position in **his/her their** former classification;
- ii) an employee who is recalled to a position in **his/her their** former classification which is less hours than **his/her their** former position, shall retain the right to be recalled to any subsequent position, of equal hours to **his/her their** former position provided there are no senior employees with rights under 12.04(a);
- iii) so long as there are employees with rights to return under (ii) above, the posting provisions of Article 13.01 will be suspended;
- iv) if there are no employees with rights to return under (ii) above the posting and recall provisions of Article 13.01 will apply;
- v) An employee to be recalled will be notified by registered mail, to **his/her their** last place of residence on file with the Employer. The Union will receive a copy of such notice. Where possible a telephone call will be an acceptable method of recall with a follow-up letter to the employee with a copy to the Union. Should the employee fail to advise of **his/her their** intention to report for work on the date indicated within 15 calendar days after mailing of such notice, or fail to report for work after having advised the Employer of **his/her their** intention to report for work, the Employer shall be under no obligation to re-employ the employee.

- vi) An employee shall have the right to refuse an offer of recall if it is not to the geographic area from which ~~he/she was they were~~ laid off. By refusing such a position, the employee shall not forfeit any rights of recall under this section.

12.05 Break in Seniority and Termination

A break in seniority shall be deemed to have occurred and the employment of an employee shall be deemed to have been terminated if an employee:

- a) quits;
- (b) is discharged for just cause;
- (c) fails to return to work on being sent a recall notice as per section 12.04;
- (d) is laid off for a period longer than twenty-four (24) months;
- (e) is absent due to legitimate illness or compensable or non-compensable injury for a period greater than twenty-four months. This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code;
- (f) engages in gainful employment while on sick leave.

12.06 Seniority Forfeited

An employee's seniority shall be forfeited and ~~he/she they~~ shall rank as a new employee and such employee shall not be subjected to the probationary period as specified in Article 3.02(g) if ~~he/she they~~:

- a) fail to return to work after the completion of a leave of absence which has been granted by the Board, except where a reasonable excuse is submitted;
- b) utilize a leave of absence for purposes other than those for which the leave of absence has been granted;
- c) cause, direct, counsel or consent to any illegal strike;
- d) accept a job beyond the scope of the collective agreement.

12.07 Transfers Outside Unit

No employee shall be transferred to a position outside the Bargaining Unit without ~~his/her their~~ consent.

12.08 Redeployment Committee

The Employer agrees to establish a Redeployment Committee to be composed of two (2) members of the Union and up to two (2) Employer Representatives. In the event of reorganization or a reduction in the workforce, the Redeployment Committee shall meet to monitor the implementation of the process outlined in Article 12.02(b). The parties will make every reasonable effort to find alternatives to layoff.

ARTICLE 13 – JOB POSTINGS

13.01 New Jobs and Vacancies

When new jobs are created and vacancies occur which the Employer requires to be filled, vacancies will be posted electronically no later than seven (7) working days of the vacancy or new job and shall be posted immediately electronically unless the Employer has exercised its rights under 13.04(a)(ii) or (iv) to transfer an employee. All employees of the Employer are eligible to apply.

Written replies must be received by Human Resources by 12:00 noon seven (7) working days following the date on the posting, and a decision will be made and communicated to all employees of the bargaining unit and the union executive, during the following week. It is understood that the applicants will accept or decline the offer of the posting immediately on being informed.

All vacancies for permanent positions will be posted. The job posting shall contain the following information: nature of position, date of posting, present shift work, current hours of work, current wage rates.

When such jobs are created and such vacancies occur, the provisions of Section 13.02 shall apply.

If the Employer is knowledgeable of a Temporary Vacancy of longer than four (4) months, the Temporary Vacancy will be posted in accordance with Article 13.01 and no subsequent vacancy will be posted.

If the permanent employee does not return to work within twenty-four (24) consecutive months the position shall be declared open and Article 13 shall apply.

- 13.02 a) In making staff changes and promotions, appointment shall be made of the Applicant with the greatest seniority and having the required qualifications and ability to meet the requirements of the job.
- b) An employee who is the successful applicant for a permanent or temporary vacancy cannot apply for any other vacancy that arises within 8 months unless the vacancy is:
- i) a temporary vacancy which exceeds the hours of work or is an increase in the hourly rate from their current permanent position; OR
 - ii) a permanent vacancy which exceeds the hours of work or is an increase in the hourly rate from their current permanent position.

This would allow an employee in a temporary vacancy to bid on a permanent vacancy within the 8-month window, provided it exceeds the hours of work or rate of pay of their current permanent position.

- c) An employee promoted to a position with a higher rate of pay shall be on a trial basis for a period of three (3) calendar months (excluding July and August) after such appointment. In the event the successful applicant proves unsatisfactory in the position during the trial period, ~~or if the employee is unable or unwilling to continue to perform the duties of the new Job Classification, he/she they~~ shall be returned to ~~his/her~~ their former position, wage or salary rate, without loss of seniority and the next senior candidate from the original posting will be offered the job. Any other employee relocated resulting from subsequent postings shall also be returned to ~~his/her~~ their former position, wage or salary rate, without loss of seniority.

- d) Where there is no successful applicant, due consideration will be given in preference to (a) temporary employees, (b) to casual employees and (c) to persons outside the Bargaining Unit. The Employer shall not be prevented from temporarily filling any position.

13.03 Posting

For the purpose of this and the preceding Article, posting shall mean posting in the board's e-mail system.

13.04 Transfers

- a) Employees may be transferred by the Employer which shall not be done in an arbitrary manner, under the following conditions:
 - i) when a transfer is mutually acceptable to the employees concerned or
 - ii) when, in the judgment of the Employer which shall not be exercised in an arbitrary manner, a transfer is desirable to maintain harmonious and/or efficient operations, or
 - iii) when a transfer is required to temporarily fill a vacancy or to fill a temporary vacancy, or
 - iv) to place employees, when a position has become redundant.

Transfers under (i) and (ii) shall be restricted to transfers between positions in the same classification and same hours or where the position has been posted under the conditions of the posting procedure and no suitable applicant has applied. Transfers in (iii) shall be for a specific task or a specific period of time not exceeding sixty-five (65) calendar days, or for an indefinite period of time when relieving an employee who is absent due to illness, vacations or other leaves of absence.

- b) When mutual transfers occur both employees will be notified by the Employer of any changes, in writing, as soon as possible. Employees wishing to rescind their request for transfer will do so in writing before the move is made.

13.05 Custodial Relief/Replacement

Employees for this custodial relief assignment will be identified in accordance with the following sequence:

- a) that permanent in-school cleaners and custodians are offered the replacement duty first;
- b) where the replacement is for five (5) consecutive days or more, permanent employees (elementary cleaners, secondary cleaners and custodians) with their names on the list of temporary custodial replacement and not currently assigned to a temporary custodial position, are offered this replacement duty secondly;
- c) that the temporary employees, after exhausting the above, should then be offered this replacement duty;
- d) then finally casual employees could be utilized;
- e) no employee shall be required to relieve in any position outside of the employees' geographical area;

- f) however, none of the above should prevent the temporary posting procedure as is outlined in Article 13 of the contract.

ARTICLE 14 – LEAVE OF ABSENCE

14.01 Leave for Union Business

- a) Union Stewards and Committee members who are required to be absent from their place of duty to deal with Union matters connected with this Agreement other than complaints or grievances must make written application for absence using the appropriate form. This application should be made with a minimum of three (3) working days notice if possible and be submitted to the Employer for approval. Union Stewards/Officers who desire to be absent from their place of duty to deal with complaints or grievances must verbally apply for permission from their immediate supervisors.
- b) Such application for permission shall not be unreasonably refused having regard to the efficiency of operations of the Employer.
- c) If an employee fails to request and obtain such permission and is absent from the place of duty, ~~he/she~~ they shall be deemed to be absent without leave.
- d) The Employer will not make any wage deductions from Union Stewards and Committee members who have permission to deal with complaints or grievances or from Stewards and Committee members (other than Negotiation Committee members) who have permission to attend joint meetings with the Employer. Negotiation Committee members and all other employees on leave of absence under this sub-section, shall be without pay, and without loss of seniority.
- e) Upon the request of the Union, made at least two (2) weeks in advance, leave of absence without pay and without loss of seniority shall be granted to employees to attend Union Conventions or other Union business. Where leave of absence for Union Conventions or other Union business is requested, it is understood that the Union will not request leave of absence for more than ten (10) employees at one time and not more than four (4) from any department. Upon approval of the Manager of Facilities, the Union may appoint alternates to replace elected delegates if circumstances prevent the elected delegate from attending to any Union Convention or to Union business.
- f) Where applicable, and when the Union officially makes a request for leave(s) of absence for employee(s) and where such leave(s) are approved by the Employer, the Employer shall continue to pay the salary of the employee(s). The Employer shall invoice the appropriate salary costs to the Treasurer of the Union, who shall pay the invoice within thirty (30) days of receipt.

14.02 General Leave

The Employer may grant leave of absence without pay to an employee requesting leave, if in the opinion of the Employer, the granting of such leave is justified having regard to the reason for such request and the requirements of the job.

14.03 Jury or Witness Duty

- a) Each eligible employee (including temporary employees) shall be allowed leave of absence without deduction of salary and without loss of seniority when required to serve on jury or subpoenaed as witness provided that the employee notifies the Employer immediately that ~~he/she~~ **they** will be required to attend court and presents proof of service requiring the employee's attendance.
- b) All compensation received by the employee excluding mileage and travelling expenses for such a jury or witness service shall be reimbursed to the Employer, and the employee on request of the Employer, shall produce an official statement of such monies received. Absence occasioned through jury duty or subpoena shall not be charged against the employee's sick leave credit.

14.04 Quarantine

Each eligible employee (including temporary employees) shall be entitled to salary notwithstanding ~~his/her~~ **their** absence from duty in any case where, because of exposure to a communicable disease, is quarantined or otherwise is prevented by order of the medical officer of health from attending to ~~his/her~~ **their** duties. Absence occasioned through quarantine shall not be charged against the employee's sick leave credit.

14.05 Unpaid Sick Leave

Subject to the provisions of this Agreement any employee other than a probationary employee, who is absent due to sickness shall be entitled to unpaid leave of absence after sick credits have expired. Such leave shall be granted either as a result of a request of the employee, or as initiated by the Employer.

An employee with more than five (5) years seniority will continue to accumulate seniority while on unpaid sick leave.

14.06 Special Leave of Absence

Upon request, on the proper form, a special leave of absence of up to one (1) year may be granted, without pay or seniority. The provisions of Article 12.06 do not apply to eligible employees on this special leave of absence.

14.07 Personal Leave Days

Permanent employees may be granted up to four (4) 1/2 days with pay for personal leave in a year. The purpose of these days is to allow the employee to attend to matters of personal urgency which require the employee's absence and which cannot be attended to outside of the employee's normal hours of work.

Personal Leave Days for Indigenous employees can be used for the purposes of:

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

Personal Leave Days cannot be used to supplement vacation or long weekends. Justification for personal leave must accompany the request. Such request shall not be unreasonably denied.

14.08 Pregnancy/Parental Leave

Pregnancy/Parental Leave will be granted in accordance with the provisions of the *Employment Standards Act*.

Pregnancy Leave Benefits/SEB Plan

- a) **A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of her child with no deduction from sick leave of 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 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.**

When an employee decides to return to work after Pregnancy Leave, she shall provide the Employer with at least four weeks' notice. On return from Pregnancy Leave, the employee

shall be placed at least in her former position. If the former position no longer exists, she shall be placed in a position in her department of equal rank and value at the same rate of pay.

14.09 Paternity Leave

A one (1) day paternity leave or adoption leave shall be granted on the date of birth of the child or in the case of adoption, on the day of arrival of the child.

14.10 Adoption Leave

Where an employee seeks leave due to adoption, the leave shall be in accordance with the *Employment Standards Act*.

14.11 Bereavement Leave

- a) If requested by the employee (including a temporary employee) a leave of absence with pay to a maximum of five (5) working days in conjunction with the day of the funeral shall be granted to any employee where death or deaths occur in the employee's immediate family. The term immediate family shall mean parent, stepfather, stepmother, spouse, brother, stepbrother, sister, stepsister, child, stepson, stepdaughter, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law and legal guardian. Pay for such leave to be limited to eight (8) hours in each working day at straight time. The employee shall receive pay limited to those days on which the employee was normally scheduled to work and did not work.
- b) In the event of the death of a close friend of an employee, the employee, upon notification to **his/her their** immediate supervisor or designate, shall be allowed a leave of absence without pay for one (1) day.
- c) Where an employee qualifies for bereavement leave during **his/her their** vacation period, there shall be no deduction from vacation credits for such absence. Employees must advise the Employer immediately upon return from vacation of a bereavement leave during their vacation. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date as mutually agreed by the employee and the Employer.

14.12 Requests for Leave of Absence

All requests for leave of absence shall be in writing and shall be submitted to the Manager of Facilities or designate.

14.13 Family Caregiver Leave

Employees will be granted Family Caregiver Leave in accordance with the *Employment Standards Act*.

14.14 Election Leave

The Board may grant a full-time leave of absence without pay for the purpose of campaigning for or serving as a member of federal, provincial or municipal public office. The employee will be allowed to continue to participate and receive benefit coverage provided the employee pays

100% of the premium cost. The employee shall continue to accumulate seniority for the period of the leave.

14.15 Union Officer Leave

At the request of CUPE, a member who is elected or appointed to a union position for a minimum of a three-week period shall be granted a full-time leave of absence, renewable upon request. The Board will pay the employee's full salary and benefits and will allow full credit for seniority and sick leave for such leave. CUPE shall reimburse the Board the full cost of the salary and benefits of the employee on such leave.

At the end of the union officer leave, the employee will return to the position held prior to going on this leave if such position is still available.

ARTICLE 15 - SICK LEAVE

15.01 Sick leave payment shall not be made for sick days occurring during an employee's vacation period unless the employee is hospitalized and provides proof of admission.

15.02 In cases where the absence is due to an accident compensable under the Workplace Safety and Insurance Act or covered under any other type of accident insurance, the premiums for which are paid by the Employer, the period of absence charged against the employee's sick leave credit shall be prorated to reflect the difference between the salary paid by the Board and amount of WSIB insurance benefits.

15.03 Reporting – Unable to Work

The employee shall give the Employer at least twenty-four (24) hours' notice if unable to report to work for reasons other than sickness. Employees absent on account of legitimate sickness must report to the Employer at least one (1) hour prior to the commencement of the day shift and, where possible, three (3) hours prior the commencement of afternoon shift in order to permit the Employer to obtain a replacement. Employees failing to report as herein provided will be treated as being absent without leave on that day, and shall not be entitled to any sick leave with pay for that day. This clause shall not apply where in the opinion of the Employer an honest effort to communicate with the Employer or its appointed representative has been made by the employee.

15.04 Accident Compensation

- a) An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at the regular rate of pay without deduction from sick leave, provided that a physician or nurse states that the employee is unfit for further work on that shift.
- b) The initial transportation to and from the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

Permanent employees are entitled to receive WSIB top up without deduction from sick leave to a maximum of four (4) years and six (6) months.

Permanent employees who are receiving WSIB top up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB prior to September 1, 2012.

ARTICLE 16 - HOURS OF WORK

16.01 Definition of Shifts

Shifts shall be defined as follows:

DAY SHIFT - shall be defined as the shift in which 80% of the hours worked occur between 6:30 a.m. and 5:00 p.m.

AFTERNOON SHIFT - shall be defined as the shift in which 80% of the hours worked occur between 3:00 p.m. and 12:00 midnight.

NIGHT SHIFT - shall be defined as the shift in which 80% of the hours worked occur between 11:00 p.m. and 8:00 a.m.

Regular days of work shall normally be Monday to Friday, however, shifts can be altered to include Saturdays and Sundays as deemed necessary by the Employer. The Employer shall provide one weeks' notice of a shift change when the shift will be other than the normal Monday to Friday schedule or other than the regularly scheduled shift times.

16.02 Secondary School Custodians

- a) The normal hours of work shall be eight (8) hours per day and average forty (40) hours per week, and with specific schedules for each location.
- b) Shifts may include day, afternoon and night shift.

16.03 Elementary School Custodians

- a) The normal hours of work in A and B schools shall not exceed eight (8) hours per day and average forty (40) hours per week.
- b) The normal daily and weekly hours of work in C schools shall be determined by the Employer on an individual school basis.
- c) The "off time" in a split shift shall be as follows:
A and B schools - not exceeding three (3) hours per day;
C schools - as determined by the Employer on the basis of the individual school requirements.
- d) The shift shall normally be day shift. Afternoon and night shifts will be scheduled only in cases of necessity as determined by the Employer.
- e) Regular days of work shall normally be Monday to Friday.

16.04 Cleaners - Elementary and Secondary

- a) The normal weekly hours of work shall not exceed forty (40) and shall not exceed eight (8) hours per day.
- b) Shifts shall normally be day or afternoon shift depending on the requirements of the school.

16.05 Maintenance Department

- a) The normal hours of work shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday.
- b) Night shift will be scheduled only in cases of necessity as determined by the Employer. Shifts shall normally be day or afternoon shift, depending on the requirements of the operation.

16.06 Rest Periods/Lunch Breaks

- a) Employees who work four (4) hours or less per shift are not entitled to a rest period.
- b) Employees who work greater than four (4) hours per shift up to and including five (5) hours per shift, shall be allowed one fifteen minute paid rest period during their shift as scheduled by the employer.
- c) Employees who work greater than five (5) hours per shift up to and including six (6) hours per shift shall be allowed one fifteen minute paid rest period and one fifteen minute unpaid rest period during their shift as scheduled by the employer.
- d) Employees who work greater than six (6) hours per shift but less than eight (8) hours per shift shall be entitled to one fifteen minute paid rest period in each half of the shift as scheduled by the employer and one half hour unpaid lunch. Employees in this group may forfeit the one half hour unpaid lunch.
- e) Employees who work an eight (8) hour shift shall be entitled to one paid fifteen minute rest period in each half of their shift as scheduled by the employer plus one half hour unpaid lunch.

16.07 Days Off

The Employer undertakes to use its best efforts consistent with proper management to ensure that days off will be taken consecutively and rotated so as to effect an equal distribution amongst employees at the individual location.

16.08 Exceptions and Variations

If permanent, exceptions or variations are made by the Employer to the regular days of work referred to herein, such exceptions or variations shall not be made without prior written notification to the Union President or designate, together with the reasons for such exceptions or variations.

If the Union is not satisfied with the reasons, a grievance may be initiated at Step 2 of the grievance procedure within fourteen (14) working days of the notification.

The Board will, on request, provide the Union with a copy of the scheduled hours of work for the operations staff.

ARTICLE 17 - SHIFT DIFFERENTIAL

17.01 Rate

Maintenance Department employees and Custodial Department employees including Cleaners, shall be entitled to an afternoon and night shift premium of ~~\$.78 per hour effective September 1, 2019, \$.79 per hour effective September 1, 2020 and~~ \$.80 per hour effective September 1, 2021.

17.02 Sunday Premium

Employees shall be entitled to a Sunday premium of ~~\$1.41 per hour effective September 1, 2019, \$1.42 per hour effective September 1, 2020 and~~ \$1.43 per hour effective September 1, 2021 for work performed during all normal hours of work on Sunday.

ARTICLE 18 - OVERTIME

Instead of cash payment for overtime, an employee may choose to bank overtime at the overtime rate and take time off at a time mutually agreeable to the employee and the Employer. Employees can bank a maximum of eighty (80) hours per school year. Custodians and cleaners are only permitted to take their banked overtime on non-instructional days. Maintenance staff are only permitted to take their banked overtime on instructional school days. Banked overtime must be taken by the second Friday of August each year or be paid out.

18.01 Rate

- a) Compensation at the rate of time and one-half (1 ½) shall be paid to all employees authorized to work in excess of
 - i) eight (8) hours per day,
 - ii) forty (40) hours per week.
- b) Employees shall be required to work overtime by the employer when necessary unless the employee provides a reason for refusal satisfactory to the employer.
- c) Compensation shall be paid at the rate of double time for all overtime hours worked in excess of eight (8) hours overtime in a 24-hour period.
- d) There shall be no pyramiding of overtime with respect to any other premiums payable under the provisions of this Collective Agreement.

18.02 Overtime opportunities and opportunities for additional hours will be divided as equally as reasonably possible among the employees who would normally perform such work in each department or work location as per employee classification. When additional hours are required by the employer at a worksite, those hours will be offered as follows:

- a) First, any cleaner(s) whose regular shift is less than 8 hours will be offered the additional work up to 8 hours; then

- b) If all cleaners have been increased to 8 hours, and additional hours are still required, overtime may be offered to all employees at the worksite. Overtime opportunities will be divided as equally as reasonably possible amongst all employees at the worksite.

ARTICLE 19 – SCHOOL RENTALS

School rentals in this article refers to school usage permits granted to external users.

- 19.01 a) Rentals on weekends which occur outside the employee's scheduled work week shall be offered first to:
 - i) Any cleaner within the school whose regular hours of work Monday to Friday are less than forty (40) hours. The opportunity to work these extra hours will be divided as equally as reasonably possible amongst all cleaners at the worksite; then
 - ii) Cleaners within the facilities department family of schools whose regular hours of work Monday to Friday are less than forty (40) hours. The opportunity to work these extra hours will be rotated amongst the cleaners in the family of schools; then
 - iii) Temporary employees who have not worked forty (40) hours Monday to Friday; then
 - iv) Casual employees.
- b) The minimum scheduled rental on weekends will be three (3) hours. This time shall not be pyramided with any overtime pay.
- c) The Employer will endeavour to provide two consecutive days off to employees who work weekends outside of their scheduled work week to cover school rentals. If two consecutive days off are provided the employee will be paid at straight time for the time worked on the weekend.

19.02 Not less than forty-eight (48) hours advance notice to be given to the employee concerned, who shall have twenty-four (24) hours from the receipt of such notice to accept or reject the covering of such rental. It will be ~~his/her~~ **their** responsibility to see to it that the rules and regulations respecting the use of schools by organizations are adhered to.

ARTICLE 20 - REPORTING PAY

20.01 Reporting

In the event of an employee starting to work or reporting to work in any day and being sent home before completing one-half (1/2) of the regular shift, the employee shall be paid for one-half (1/2) of the regular shift at the regular rate.

20.02 Standby Pay

When an employee is advised ~~he/she is~~ **they are** on "Standby", that is, immediately available by direct telephone contact, ~~he/she~~ **they** shall be paid straight time wages in accordance with the following schedule:

Saturday and Sunday and holidays listed in Section 27.01 and 27.02 - four (4) hours per day.

All hours actually worked by "Standby" employees shall be paid at the overtime rates of this Agreement. The Employer shall make every effort consistent with proper management to divide "Standby" duty equally among qualified employees.

20.03 Call Out

Should the Employer call out any employee to work in an emergency, ~~he/she~~ **they** shall be paid at the rate of one and one-half (1 1/2) times the applicable hourly rate for time worked with a minimum of three (3) hours at the applicable hourly rate. If the call out is continuous with ~~his/her~~ **their** shift or within three (3) hours of the commencement of the regular shift, payment shall be at the rate of time and one-half (1 1/2) for all hours prior to the regular commencement of the shift, after which hours regular shift payment shall begin.

ARTICLE 21 - RELIEVING IN OTHER GRADES

21.01 Higher Rating

- a) When an employee is relieving in a position of higher rating for one (1) full shift ~~he/she~~ **they** shall receive the starting rate applicable to the position for the entire period of relief.
- b) Only time spent at work will be paid at the higher rate of pay. Any paid leave or vacation taken while relieving at the higher rate of pay will be paid out at the employee's regular rate of pay.
- c) It is understood that the above does not apply when employees are filling a posted position at a higher rate for a period longer than four (4) months.

21.02 Lower Rating

When an employee is relieving in a position of lower rating, ~~he/she~~ **they** shall maintain their regular rate of pay while so assigned, unless they are permanently demoted.

ARTICLE 22 - PAY DAYS

22.01 All employees shall be paid on every second Friday, and each pay shall consist of the actual basic earnings net up to and including the Friday, two (2) weeks immediately preceding the pay day plus overtime and other extra earnings, where applicable, for the same period.

22.02 Pay Details

The pay statement, salary advice of wages for all employees will show the following information:

- employee wage rate;
- number of hours worked, where applicable;
- number of overtime hours worked;
- shift premiums;
- net earnings;
- all deductions taken from the gross earnings and running totals in relation to the deductions.

22.03 The Board will have the option of providing the annual T4 form to employees electronically.

ARTICLE 23 - VEHICLE ALLOWANCE

23.01 Employees required by the Employer to use their personal vehicles in order to carry out the business of the Employer shall receive the current Board rate per kilometre while on the Employer's business.

23.02 No employee will be required to transport students in their personal vehicle.

ARTICLE 24 - TOOL ALLOWANCE

24.01 The employer will pay a tool allowance of ~~\$505 effective September 1, 2019, \$510.05 effective September 1, 2020 and \$515.15 effective September 1, 2021~~ to all certified trades and apprentices on or before September 30th of each year. The employer will replace tools that are the personal property of the trades and apprentices if stolen from the worksite

24.02 The Employer will continue to provide the necessary specialty and power tools for all trades and continue to sharpen and set all saws.

24.04 Certificate Renewal Allowance

The Board will provide an allowance of ~~\$338.35 effective September 1, 2019, \$341.73 effective September 1, 2020 and \$345.15 effective September 1, 2021~~ to the Group A Trades for renewal of the trade licenses required by the Board. This allowance will be paid on or before September 30th of each year.

ARTICLE 25 - CLOTHING ALLOWANCE

a) Effective September 1, ~~2019~~ **2022**, the Employer shall pay a clothing allowance of ~~\$101.00~~ **\$103.03** and an allowance towards the cost of approved safety footwear in the amount of ~~\$151.50~~ **\$154.55** to each permanent employee actively at work or on paid leave on September 30th of each year. The payment will be made on a regular pay prior to the end of October. Should the employer issue uniform shirts, the clothing allowance will be reduced to ~~\$75.75~~ **\$77.28**.

~~The allowances shall be adjusted 1% on September 1, 2020 and 1% on September 1, 2021.~~

b) Permanent elementary custodians and permanent day secondary custodians are eligible to purchase one pair of approved winter safety footwear up to a maximum of \$200 for the term of this collective agreement. Permanent maintenance staff are eligible to purchase one pair of approved winter safety footwear every 24 months. Employees will be required to provide a detailed receipt for reimbursement.

ARTICLE 26 - ANNUAL VACATIONS

- 26.01 a) Vacation entitlement, with pay, will be based on accumulated service up to June 30th in each year. Vacation will be taken during the period July 1 to June 30 immediately following the period of entitlement.

<u>Years of Service as of</u>	<u>Annual Vacation</u>
<u>June 30th</u>	<u>Entitlement</u>
Less than one (1) year's service	5/6 of one day for each month
From one (1) to three (3) years	10 days
Four (4) years	15 days
Five (5) years	16 days
Six (6) years	17 days
Seven (7) years	18 days
Eight (8) years	19 days
Nine (9) years	20 days
Ten (10) years	21 days
Eleven (11) years	22 days
Twelve (12) years	23 days
Thirteen (13) years	24 days
Fourteen (14) years	25 days
Fifteen (15) years	26 days
Sixteen (16) years	27 days
Seventeen & eighteen (17 & 18) years	28 days
Nineteen & twenty (19 & 20) years	29 days
Twenty-one & twenty-two (21 & 22) years	30 days
Twenty-three & twenty-four (23 & 24) years	31 days
Twenty-five (25) years	32 days
Twenty-six (26) years and over	37 days

- b) Years of service for the purpose of vacation entitlement shall exclude all leaves of absence in excess of 1 month (except the statutory period of Pregnancy/Parental Leave), all periods while on unpaid sick leave and all periods while laid off with recall rights. While on vacation the employee shall be deemed to be actively at work under this article.

Vacation will be prorated in any year when service is less than a full year. Periods of statutory pregnancy leave/parental leave will entitle the employee to full vacation entitlement however the paid portion will be prorated when service is less than the full year.

- c) Casual and temporary employees will receive 4% of regular earnings as vacation pay on each regular pay date and are not entitled to annual vacation with pay.

- 26.02 Subject to the provisions of Section 30.01, an employee leaving the service of the Employer at any time in the vacation year before ~~he/she has~~ **they have** had vacation, shall be entitled to vacation with pay pro-rated in accordance with the provisions of this Article.
- 26.03 a) Vacations shall be granted at such times as the Employer finds most suitable considering the wishes of the employees and the requirements of the job. Preference in choice of vacation dates shall be given to the employees on the basis of bargaining unit seniority.
- b) Vacations may be granted to employees at other times than during summer vacation. The granting of such vacations shall be on the basis of bargaining unit seniority. The maximum time allowed for vacations other than during the Christmas or summer school breaks shall be 10 days except for the maintenance department who will be entitled to schedule vacation outside of the school breaks to accommodate work scheduled during school breaks.
- c) Notwithstanding (b), up to a maximum of ten (10) employees with twenty-six (26) or more years of service may schedule up to fifteen (15) days outside of the school breaks.
- d) Once approved, vacations are final and will not be changed without mutual agreement.
- e) Further to Article 15.01, where an employee has suffered a significant medical condition that requires hospitalization and is recovering at home, previously scheduled vacation during this time period may be re-scheduled. The employee must provide proof of hospitalization and confirmation of recovery period by a doctor.
- 26.04 Should any of the holidays provided for in Section 27.01, Paid Holidays, fall during an employee's vacation period the employee will not be required to use vacation on the paid holiday.
- 26.05 The vacation anniversary date of all employees shall be June 30th.

ARTICLE 27 - PAID HOLIDAYS

27.01 All employees within the scope of this Agreement shall be paid a normal day's pay at the regular rate for each of the following paid holidays:

- 1) New Year's Day
- 2) Good Friday
- 3) Easter Monday
- 4) Victoria Day
- 5) Canada Day
- 6) August Civic Holiday
- 7) Labour Day
- 8) Thanksgiving Day
- 9) Remembrance Day
- 10) Christmas Day
- 11) Boxing Day
- 12) National Heritage Day (if proclaimed by the Federal Government and declared by the Provincial Government as a school holiday for students)
- 13) Family Day

27.02 Substitution of Paid Holiday

In the event that a paid holiday falls on a weekend, the board will set the paid holiday on either the work day immediately preceding or immediately following the paid holiday.

For Remembrance Day – one day added to employee vacation

27.03 Working on Holidays

- a) An employee who is regularly scheduled to work **his/her their** normal hours of work on a paid Holiday as listed in Section 27.01 and 27.02, shall be paid time and one-half (1 and 1/2) for all hours worked. In addition, such employee shall be granted another day off with pay continuous with the employee's annual vacation, or at a time mutually agreed upon between the employee and the Employer.
- b) Should the Employer call out any employee to work on a paid holiday during hours which would be normally considered normal hours of work should a Paid Holiday not have occurred, **he/she they** shall be paid a minimum of three (3) hours at time and one-half (1 and 1/2) for three (3) hours of work or less and in addition shall receive a normal day's pay as provided in this Article.
- c) Should the Employer schedule any employee to work on a paid holiday or call out any employee to work on a paid holiday during hours which would be normally considered outside normal hours of work, **he/she they** shall be paid a minimum of three (3) hours at double (2x) time for three (3) hours of work or less with no time off in lieu. The intent of this clause is to cover scheduled work on paid holidays in unusual circumstances only and does not imply regularly scheduled work on paid holidays.

27.04 Qualify for Holiday

In order to qualify for any of the above paid holidays or have a day off with pay in lieu thereof, an employee is required to work one (1) full scheduled shift immediately preceding and one (1) full scheduled shift immediately following the holiday.

27.05 Absence from Work

Where an employee is absent because of sickness, accident or on paid compensation, payment for paid holidays shall be made on the following basis:

- a) If the employee has less than one year's seniority, payment for each paid holiday shall be made out of ~~his/her~~ **their** accumulated sick leave.
- b) If the employee has more than one year's seniority, the first four (4) paid holidays occurring during such absence shall be paid, and thereafter payment for each subsequent paid holiday shall be made out of accumulated sick leave.

27.06 Christmas and Winter Break

Employees who are not required to work during the Christmas and/or Winter school holiday shall be paid for all paid holidays which occur during such periods, provided that they otherwise comply with the conditions set out in Section 27.04 and subject to the conditions set forth in Section 27.05 of the said Agreement.

27.07 Summer Recess

Employees who are not required to work during the summer school holidays shall not be paid for holidays which occur during the period of lay-off, nor shall the provisions of Articles 8 or 15 of the said Agreement apply to such employees during such a period of lay-off.

27.08 Paid Holidays During Relieving

In the event of a paid holiday occurring during the time an employee is relieving in a higher grade, ~~he/she~~ **they** will be paid the higher rate of pay for the paid holiday provided:

- i) ~~he/she has~~ **they have** relieved in the higher category for at least five (5) consecutive working days immediately preceding the holiday, and
- ii) relieves in the higher category on the first working day immediately following the holiday.

ARTICLE 28 - PENSION PLAN

28.01 The Employer agrees to maintain and continue the present participation in the Ontario Municipal Employees Retirement System for all eligible employees.

28.02 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.

ARTICLE 29 - TERMINATION OF EMPLOYMENT

29.01 Resignation

An employee may resign on giving the Employer fourteen (14) calendar days' previous notice. Where an employee fails to comply with this Article, such employees will not be entitled to vacation pay credits other than those provided by the *Employment Standards Act*.

ARTICLE 30 - JOINT CONSULTATION COMMITTEE

- 30.01 a) The parties hereby agree to appoint a Joint Consultation committee of four (4) employees appointed by the Union and four (4) members appointed by the Employer. Such a committee shall meet to discuss and if possible provide understanding of points of mutual interest between the parties, it being understood that such Committee shall have no right to usurp the powers of the Negotiation or Grievance Committees. The Committee shall meet from time to time as agreed between the parties and all matters for discussion shall be submitted to the Manager of Labour Relations prior to each meeting to be placed on the agenda with a copy to the Union.
- b) All items agreed to by the parties during this current collective agreement shall be reduced to the written form and signed as a Letter of Intent. Such letters shall form an integral part of the current collective agreement.

ARTICLE 31 - ORDERS AND DIRECTIVES

31.01 Employees shall normally only receive and accept orders, directives, etc., issued by their immediate supervisor or an accredited representative of the Employer above the rank of Facilities Supervisor whose duties place **him/her them** directly in charge of the employees concerned. On all legal teaching days and on such other occasions as all or part of the building may be used by pupils, employees shall receive and carry out orders and directives in accordance with Facilities procedures as may be issued by the Principal of the school, or in **his/her their** absence, the Vice-Principal or acting Principal.

31.02 Supervision of Students

The board agrees that CUPE employees will not be assigned to supervise students regularly except in emergencies. This does not negate the requirement of CUPE members to act as responsible adults.

ARTICLE 32 - PRINTING OF AGREEMENT

32.01 As soon as possible after ratification of the collective agreement, each member shall receive an electronic copy of the agreement by e-mail.

ARTICLE 33 - CONTRACT LANGUAGE

33.01 It is understood and agreed between the parties that the official language for this Agreement shall be the English language.

ARTICLE 34 - SCHEDULES

34.01 Attached hereto and forming an integral part of this Agreement is the following Schedule:

Schedule "B" - Classifications and Wage Rates

ARTICLE 35 - VALIDITY OF THE AGREEMENT

35.01 In the event of any provision of this Agreement or any practice established hereby being contrary to the provisions of any applicable law hereinbefore or hereinafter enacted, this Agreement shall not be deemed to be abrogated, but shall be amended so as to conform with the requirements of any such law.

ARTICLE 36 - TERM OF AGREEMENT

36.01 This agreement shall be in effect from date of ratification by both parties and shall remain in effect until the 31st day of August ~~2022~~ **2026**. Unless either party gives to the other party a written notice of termination or a desire to amend this Agreement as set forth in Section 39.02, then it shall continue in effect for a further year without change and so on from year to year thereafter.

36.02 Notice that amendments are requested or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement, or any anniversary date of such expiration date.

36.03 If notice of Amendments or termination is given by either party, the parties shall meet for the purpose of negotiations at the earliest mutually agreeable date prior to the expiration date of this Agreement.

36.04 Notwithstanding the period of notice cited in 38.02 either party may notify the other in writing within 120 days prior to the expiration date of this agreement of their intent to negotiate with a view to renewal in accordance with the Ontario Labour Relations Act.

IN WITNESS HEREOF:

The parties hereto have set their hands and seals this _____ day of _____ 2023.

SIGNED ON BEHALF OF:

RAINBOW DISTRICT SCHOOL BOARD

Chair

Director of Education

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 895, C.L.C.

President

Representative

Representative

Representative

CUPE National Representative

ER#

SCHEDULE "B"
CLASSIFICATIONS AND WAGE RATES - REVISED
PART 1 - MAINTENANCE SECTION

Classification	Hourly Rates Sept. 1, 2022	Hourly Rates Sept. 1, 2023	Hourly Rates Sept. 1, 2024	Hourly Rates Sept. 1, 2025
Certified Trades Plumber, Electrician, Gas Technician, Carpenter	33.58	34.58	35.58	36.58
Trades Helper	24.03	25.03	26.03	27.03
General Maintenance Worker	27.83	28.83	29.83	30.83
Certificate Allowance ^A certificate allowance will be paid to certified tradespersons for certificates required by the employer	.76	.76	.76	.76
Apprentices				
1 st year - 80%	26.86	27.66	28.46	29.26
2 nd year and beyond - 90%	30.22	31.12	32.02	32.92

PART 2 - CUSTODIAL SECTION

CLASSIFICATION	Sept. 1/22	Sept. 1/23	Sept. 1/24	Sept. 1/25
Elementary Custodian "A" School Day Shift Secondary Custodian	29.39	30.39	31.39	32.39
Elementary Custodian "B" School	28.64	29.64	30.64	31.64
Elementary Custodian "C" School	28.21	29.21	30.21	31.21
Afternoon Shift Secondary Custodian	25.53	26.53	27.53	28.53
Cleaner	25.04	26.04	27.04	28.04
All casual employees	16.43	17.43	18.43	19.43

Definitions

"A" Elementary School - floor area in use exceeds 25,500 sq. ft.

"B" Elementary School - floor area in use is between 12,000 sq. ft. and 25,500 sq. ft.

"C" Elementary School - floor area in use is less than 12,000 sq. ft.

New Classifications

When a classification not covered in Schedule "B" is established during the term of this Agreement, the rate of pay shall be set by the Employer in accordance with comparable rates in the Agreement after referring the matter for resolution by the Joint Consultation Committee. The new rates shall become retroactive to the time the position was first filled by an employee.

LETTER OF UNDERSTANDING

Between:

RAINBOW DISTRICT SCHOOL BOARD

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, CUPE LOCAL 895
CUSTODIAL AND MAINTENANCE STAFF**

The parties agree that the Joint Consultation Committee will meet to review internal equity for the custodian positions within the Board by January 10, 2024. Should there be any changes, they will be retroactive to September 1st of that school year.

Dated at Sudbury, Ontario this ____ day of _____, 2023.

For Rainbow District School Board:

For CUPE Local 895:

Memorandum of Settlement on Local Terms

BETWEEN

**Rainbow District School Board
(the "Employer")**

and

**Canadian Union of Public Employees, CUPE Local 895
Custodial and Maintenance Staff
(the "Union")**

WHEREAS the parties to this Memorandum of Settlement have been engaged in local negotiations toward the completion of a new Collective Agreement with respect to issues that are within the scope of local bargaining;


AND WHEREAS the parties have reached a tentative agreement with respect to local issues that are within the scope of local bargaining;

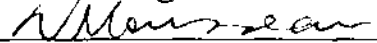
Therefore, the parties agree and acknowledge as follows:

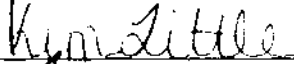
1. The documents attached hereto as Appendix "A" constitute a full and final settlement of a new Collective Agreement with respect to issues that are within the scope of local bargaining;
2. Except as provided in the attached Appendix "A" and in the Memorandum of Settlement respecting central terms dated November 20, 2022, the local terms of the collective agreement, and any agreement of the parties in local bargaining and as otherwise required by law, continue without amendment for the duration of the collective agreement;
3. The settlement of the new Collective Agreement with respect to issues that are within the scope of local bargaining shall be recommended for ratification by the parties to their respective principles;
4. Any proposal or position which may have been taken or submitted by either of the parties hereto and which are not part of this Memorandum of Settlement are hereby withdrawn.
5. All provisions of this Memorandum of Settlement shall become effective on the first business day following ratification of the local agreement pursuant to the *School Boards Collective Bargaining Act, 2014*, unless the express terms of the provision require otherwise;
6. All provisions of this local Memorandum of Settlement are conditional upon the ratification by the parties no later than January 31, 2023.


Dated at Sudbury, Ontario, this 9th day of January, 2023.

On behalf of Rainbow District School:









On behalf of CUPE Local 895:

