COLLECTIVE AGREEMENT

BETWEEN:

Huron - Superior Catholic District School Board

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4148
(PLANT)

September 1, 2022 to August 31, 2026

TABLE OF CONTENTS

CUPE – 2022 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 4
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 Meditation 9
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
Definitions: 12
C7.00 CENTRAL LABOUR RELATIONS COMMITTEE 18
C7.1 Preamble 18
C7.2 Membership 18
C7.3 Co-Chair Selection 18
C7.4 Meetings 18
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 19
C12.00 STATUTORY LEAVES OF ABSENCE/SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) 20

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

a. There shall be established a Central Dispute Resolution Committee ("The Committee"), which shall be composed of equal representation of up to four (4) representatives each of the employer bargaining agency and employee bargaining agency ("the central parties"), and up to three representatives of the Crown. The Committee will be co-chaired by a representative from each bargaining agency. All correspondence to the committee will be sent to both co-chairs.

b. The Central Parties and the Crown will provide a written list of representatives appointed to the Committee with contact information every September. Any changes in representation will be confirmed in writing.

c. A local party shall not be party to the CDRP, or to the Committee, except to the extent its interests are represented by its respective central party on the Committee.

d. For the purposes of this section, "central party" means an employer bargaining agency or employee bargaining agency, and "local party" means an employer or trade union party to a local collective agreement.

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

a. Dispute Resolution

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

b. Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

i. To file a dispute with the Committee.

ii. To file a dispute as a grievance with the Committee.

iii. To engage in settlement discussions, and to mutually settle a dispute or grievance.

iv. To withdraw a dispute or grievance it filed.

v. To mutually agree to refer a dispute or grievance to the local grievance procedure.

vi. To refer a grievance it filed to final and binding arbitration.

vii. To mutually agree to voluntary mediation.

b. The Crown shall have the following rights:

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

ii. To participate in any matter referred to arbitration.

iii. To participate in voluntary mediation.

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

a. It shall be the responsibility of a central party to refer a dispute to the Committee, or to arbitration, in a timely manner.

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

C4.10 Language of Proceedings

a. Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.

b. Where such a dispute is filed:

   i. The decision of the committee shall be available in both French and English.
   ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.

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

C4.11 Definition of Dispute

a. A dispute can include:

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

C4.12 Notice of Disputes

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

a. Notice of the dispute shall include the following:

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

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

iii. A comprehensive statement of any relevant facts.

iv. The remedy requested.

C4.13 Referral to the Committee

a. A central party that has a dispute regarding the interpretation, application, administration, alleged violation, or arbitrability of a central term, shall refer it forthwith to the Committee by notice of dispute to the co-chair of the other central party, with a copy to the Crown, but in no case later than thirty (30) working days after becoming aware of the dispute. Where the responding party wishes to provide a written response prior to the committee meeting, that response shall be forwarded to the other Central party and the Crown.

b. The Committee shall conduct a review of the dispute. The Committee will meet to review the dispute within twenty (20) working days or at the next scheduled meeting of the Committee.

c. If the dispute is not settled or withdrawn, within twenty (20) working days of the Committee meeting, the central party submitting the dispute may:

   i. Continue informal discussions; or
   ii. Refer the dispute back to the local grievance procedure

d. If the dispute remains unresolved for longer than sixty (60) working days the dispute may be referred as a grievance. Once referred as a grievance the parties may:

   i. Refer the grievance to Voluntary Mediation or Expedited Mediation
   ii. Refer the grievance to Arbitration.

C4.14 Timelines

a. Timelines may be extended by mutual consent of the parties.

b. Working days shall be defined as Monday through Friday excluding statutory holidays.

c. Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.

d. Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

C4.15 Voluntary Mediation /Expedited Meditation

a. The central parties may, on mutual agreement, request the assistance of a mediator.

b. Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.

c. Timelines shall be held in abeyance from the time of referral to mediation until the completion of the mediation process. The referral of a grievance to mediation is without prejudice to either parties' position on jurisdictional matters, including timeliness.

d. The Parties agree to refer any mediation to agreed-upon mediator(s). In selecting a mediator, the parties shall have regard to reasonable availability, sector knowledge, and linguistic competence.

e. Following ratification, the parties shall contact mediator(s) to establish three dates for mediation. Dates shall be scheduled in consultation with the parties. One of the expedited mediation sessions shall be conducted in French and two of the expedited mediation sessions shall be conducted in English every school year of the agreement unless agreed otherwise by the parties.

f. It is understood that the resolution of any grievance under the mediation process shall be without prejudice and shall not be raised or relied upon by either party or the Crown in any future proceeding, except for enforcement purposes.

g. The parties may jointly set down up to 5 (five) grievances for each review.

h. The mediator shall have the authority to assist the parties in a mediated resolution to the grievance.

i. Each party shall prepare a mediation brief to assist the mediator, which shall include the following:

- A short description of the grievance.
- A statement of relevant facts.
- A list of any relevant provisions of the collective agreement.
- Any relevant documentation.

j. The description of the grievance and the relevant facts shall not be typically longer than two pages.

k. The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.

l. The responding party shall provide their brief no later than five (5) days prior to the scheduled review.

m. The Crown may provide a brief no later than two (2) days prior to the review.

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

C4.16 Arbitration

a. Arbitration shall be by a single arbitrator.

b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.

c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #8. Arbitrators on the list will be used in rotation, based on availability. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.

d. The Parties shall select an arbitrator from the list to subject to their availability to hear the matter within eighteen (18) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within eighteen (18) the parties shall appoint a mutually agreed to arbitrator who is available within eighteen (18) months.

e. The central parties may refer multiple grievances to a single arbitrator.

f. The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.

g. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

a) The Trust will maintain eligibility for CUPE represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of applicable collective agreement ("CUPE represented employees").

b) The Trust is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board.

c) Retirees who were previously represented by CUPE, who were, and still are members of a Board benefit plan as at the participation date are eligible to receive benefits through the CUPE EWBT based on prior arrangements with the Board.

d) No individuals who retire after the Participation Date are eligible.

C5.2 Funding

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

a) Funding amounts:

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

C5.3 Cost Sharing

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

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

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

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

b) For the purposes of (a) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.

c) Amounts previously paid under (a) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

d) In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.

C5.5 Payment in Lieu of Benefits

a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

b) New hires after the Participation Date who are eligible for benefits from the CUPE EWBT are not eligible for pay in lieu of benefits.

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

i. a long-term supply assignment within the meaning of the local collective agreement, or

ii. where no such definition exists, a long-term supply assignment will be defined as twelve (12) days of continuous employment in one assignment.

"Casual Employees" means,

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

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

"Fiscal Year" means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

reduced to reflect the proportion the long-term supply assignment bears to the length of the regular work year for the position.

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

The allocations outlined in paragraphs b) and c) above will be provided on the first day of each fiscal year, or the first day of employment, subject to the exceptions below:
Where a permanent Employee is accessing sick leave and/or the short-term disability plan in a fiscal year and the absence continues into the following fiscal year for the same medical condition, the permanent Employee will continue to access any unused sick leave days or short-term disability days from the previous fiscal year's allocation.

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the

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

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent fiscal year worked.

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

a) Family Medical Leave or Critical Illness leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.

b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.

c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.

d) Seniority and experience continue to accrue during such leave(s).

e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.

f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short-term disability plan.

Supplemental Employment Benefits (SEB)

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

h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.

i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

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

C15.00 PROFESSIONAL ACTIVITY DAYS

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

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

APPENDIX A

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: **Withdrawn Resolved Referred to Arbitration** **Date:**	**Central File #:** **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 ☐ 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)				
Walking: ☐ Full Abilities ☐ Up to 100 metres ☐ 100 - 200 metres ☐ Other (*specify*):	**Standing:** ☐ Full Abilities ☐ Up to 15 minutes ☐ 15 - 30 minutes ☐ Other (*specify*):	**Sitting:** ☐ Full Abilities ☐ Up to 30 minutes ☐ 30 minutes - 1 hour ☐ Other (*specify*):	**Lifting from floor to waist:** ☐ Full Abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (*specify*):	
Lifting from Waist to Shoulder: ☐ Full abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (*specify*):	**Stair Climbing:** ☐ Full abilities ☐ Up to 5 steps ☐ 6 - 12 steps ☐ Other (*specify*):	☐ **Use of hand(s):** **Left Hand** ☐ Gripping ☐ Pinching ☐ Other (*specify*):	**Right Hand** ☐ Gripping ☐ Pinching ☐ Other (*specify*):	
☐ **Bending/twisting** repetitive movement of (*please specify*):	☐ **Work at or above shoulder activity**:	☐ **Chemical exposure to**:	**Travel to Work**: Ability to use public transit _____ Ability to drive car	 ☐ Yes ☐ No _____ ☐ Yes ☐ No
COGNITIVE (if applicable)				

Attention and Concentration: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Following Directions:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Decision-Making/Supervision:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Multi-Tasking:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:
Ability to Organize: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Memory:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Social Interaction:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Communication:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:

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 (<u>should/must</u> 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**

Is the patient on an active treatment plan?: ☐ Yes ☐ No

Has a referral to another Health Care Professional been made?

☐ Yes (optional - please specify): _____ ☐ No

If a referral has been made, will you continue to be the patient's primary Health Care Provider?

☐ Yes ☐ No

Please check one:

☐ Patient is capable of returning to work with no restrictions.

☐ Patient is capable of returning to work with restrictions. **(Complete Part 2)**

☐ I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.

Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy

PART 3 – Confirmation and Attestation

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

I confirm all of the information provided in this attestation is accurate and complete: ☐

Completing Health Care Professional Name:
(Please Print) _____

Date: _____

Telephone Number: _____

Signature: _____

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

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

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive *100% salary through a Supplemental Employment Benefit (SEB) plan for a total of *eight (8) weeks (*or insert local superior provision reflecting status quo) immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

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

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

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

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

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

SHORT-TERM PAID LEAVES

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

days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.
Short-term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
   a. A catastrophic or unforeseeable event or circumstance;
   b. Declining enrolment;
   c. Funding reductions directly related to services provided by bargaining unit members; or
   d. School closure and/or school consolidation.

2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
   a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
   b. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
   c. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

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

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

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

b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.

4. Once the FTE number has been established in accordance with paragraph 3, above, the local parties shall jointly report the number to the Central Labour Relations Committee.

5. Notwithstanding the provisions of the School Boards Collective Bargaining Act (SBCBA) requiring the ratification of both local and central terms for a collective agreement to be effective, the parties agree that CUPE locals and School Boards will meet within 30 days of ratification of the central agreement to establish and maintain the protected complement.

6. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
   a. priority for available temporary, casual and/or occasional assignments;
   b. the establishment of a permanent supply pool where feasible;
   c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).

7. The above language does not allow trade-offs between the classifications outlined below:
   a. Educational Assistants
   b. DECEs
   c. Secretaries
   d. Custodians
   e. Cleaners
   f. Information Technology Staff
   g. Library Technicians
   h. Instructors
   i. Supervisors
   j. Central Administration
   k. Professionals
   l. Maintenance/Trades

8. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.

9. This Letter of Understanding expires on August 30, 2026.

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

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

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

II. DELIVERABLES

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

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

III. MEMBERSHIP
The Committee shall include nine (9) members - five (5) representatives from CUPE/SCFP and four (4) representatives from the CTA. Up to two (2) advisors from the Ministry of Education shall act in a

resource capacity to the committee. Other persons may attend meetings in order to provide support and resources as mutually agreed. Up to one (1) representative from each of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

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

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

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

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

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING # 10

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives Committee

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

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

1. The parties agree that the issue of bereavement leave has been addressed at the central table.

2. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of less than three (3) days, local parties shall insert the following into the local (Part B) collective agreement, with such language replacing existing language in its entirety:

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

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

4. Permanent Employees shall be as defined in local collective agreement terms, or if no such definition exists in a particular collective agreement, as defined in C6.

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leave

1. The parties agree that the issue of short term paid leave has been addressed at the central table and will remain status quo with the exception of the following.

2. Local parties shall ensure that within their local (Part B) collective agreement terms, existing language with respect to short term paid leave shall be amended to allow Indigenous employees to use existing short term paid leave for purposes of:

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

3. For clarity, provisions with regard to the number of days of short term paid leave shall not be subject to local bargaining or amendment by local parties and remain status quo at a maximum of five (5) days per school year.

LETTER OF AGREEMENT # 13

BETWEEN

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

and

The Canadian Union of Public Employees

(hereinafter 'CUPE')

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

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

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

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

The task force will:

1. explore data and best practices relating to absenteeism initiatives including return to/remain at work practices;

2. gather and review information including but not restricted to the following:

    a. utilization of the sick leave and short-term disability plans;
    b. a jurisdictional scan on sick leave and short-term disability plans from the education sector in Canada and other broader public sector employers;

3. report its findings to school boards and local unions.

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

Table of Contents

Article 1 - PURPOSE 3

Article 2 - SCOPE 3

Article 3 - DEFINITION OF EMPLOYEES 3

Article 4 - UNION RECOGNITION 4

Article 5 - HUMAN RIGHTS AND WORKPLACE HARRASMENT 6

Article 6 - MANAGEMENT RIGHTS 7

Article 7 - UNION COMMITTEES AND STEWARDS 7

Article 8 - JOINT JOB EVALUATION COMMITTEE 8

Article 9 - GRIEVANCE PROCEDURE 8

9.02 Step 1 - The Informal Complaint Meeting 9

Step 2 9

Step 3 9

Article 10 - ARBITRATION 10

Article 11 – DISCIPLINE AND TERMINATION CASES 11

Article 12 - NO STRIKES OR LOCKOUTS 12

Article 13 - PROBATIONARY PERIOD 12

Article 14 - SENIORITY 12

Article 15 - LAYOFF AND RECALL 14

Article 16 - VACANCIES, NEW POSITIONS AND PROMOTIONS 19

Article 17 - LEAVE OF ABSENCE 22

17.01 Union Business or Public Office 22

17.02 Bereavement Leave 23

17.03 Pregnancy/Parental Leave 23

17.04 Court Appearances 25

17.05 Other Leaves 25

17.07 Court/Jury Duty 25

17.08 Citizenship Leave 26

17.09 Compassionate Leave 26

17.10 Short Term Leave Without Pay 26

Article 18 - WAGE RATES, CLASSIFICATIONS, HOURS OF WORK AND OVERTIME . 26

18.02 Shift Premium 26

18.03 Hours of Work - Elementary Caretakers, Education Centre Caretaker and Day Workers 27

18.04(S) Hours of Work - Secondary **28**
18.05 Hours of Work - Maintenance Employees **29**
18.06 Community Use Appreciation Allowance **29**
18.12 Summer Schedule (July and August) **31**
18.13 Meal Allowance **31**
Article 19 - VACATIONS **32**
Article 20 - RECOGNIZED HOLIDAYS **34**
Article 21 - SICK LEAVE PROVISIONS **35**
Article 22 – WORKPLACE HEALTH AND SAFETY **36**
Article 23 – BENEFITS **38**
Article 24 – RETIREMENT AND PENSION PLAN **40**
Article 25 - TOOLS AND EQUIPMENT **41**
25.04 Clothing Allowance **41**
Article 26 - METHOD OF PAY PLAN (PAYDAY) **41**
Article 27 - PRINTING OF AGREEMENT **42**
Article 28 - GENERAL **42**
28.02 Correspondence **42**
28.03 Procedure Regarding Inclement Weather **42**
Article 29 - SUMMER CREWS **43**
Article 30 - BULLETIN BOARDS **43**
Article 31 - TERM OF AGREEMENT **43**
Schedule "A" - Wage Rates **45**
LETTER OF UNDERSTANDING (A) **46**
RE: Ontario Health Insurance Plan **46**
LETTER OF UNDERSTANDING (B) **47**
LETTER OF UNDERSTANDING (C) **49**
RE: OMERS Contributory Earnings **49**
LETTER OF UNDERSTANDING (D) **51**
LETTER OF UNDERSTANDING (E) **52**
RE: Health and Safety **52**
LETTER OF UNDERSTANDING (F) **54**
RE: Before and After School Programming **54**

Article 1 - PURPOSE

1.01 It is the purpose of both parties to this agreement:

(a) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.

(b) To encourage efficiency and productivity in operations.

(c) To promote the moral and well-being of employees in the bargaining unit.

Article 2 - SCOPE

2.01 The Scope of this Agreement shall apply to all employees of the Huron-Superior Catholic District School Board engaged in plant maintenance and caretaker positions, save and except supervisors, and persons above the rank of supervisor.

Article 3 - DEFINITION OF EMPLOYEES

3.01 A full-time employee is one who has successfully completed the probationary period and who regularly works forty (40) hours per week in a permanent full-time position.

3.02 A part-time employee is one who has successfully completed the probationary period and who regularly works less than forty (40) hours per week in a permanent part-time position.

3.03 A probationary employee is one who is serving the probationary period as required under Article 13.

3.04 (a) A Casual Employee is one who works as a temporary replacement for a full-time or part-time employee, or who works in a facility where assistance is required on occasions. In order to be considered an Established Casual Employee, a person must have worked a minimum of 800 hours for the Board. These hours shall be applied to the required one thousand (1,000) hours for probation as established in Article 13.01. The hours worked, as outlined above, excludes hours worked during the training/orientation period, and any hours accumulated while on WSIB or any modified work exceeding 80 hours. Casual Employees shall be provided an orientation/training period of five (5) days when hired and shall include site specific (elementary/secondary) training by management.

Once an employee has achieved the established casual status, their name shall be added to an Established Casual Caretaker Date of Hire List. This Established Casual Caretaker Date of Hire List shall be applied for the sole purpose of eligibility for being selected for a permanent caretaker position and shall provide no greater benefit than established in Article 3.04 (b).

When hiring for a permanent caretaker position, the Board will select the applicants from the Established Casual Caretaker Date of Hire List based on the earliest dates of hire (greatest length of service).

(b) The rights and privileges of a Casual Employee, for the purpose of this collective agreement are exclusively limited to the following articles:

Purpose – Article 1
Union Recognition – Article 4
Human Rights and Workplace Harassment– Article 5
Management Rights – Article 6
Grievance Procedure – Article 9
Personnel Files – Article 11.03
No Strikes or Lock Out – Article 12
Hours of Work – Article 18.03 & 18.04(S)
Overtime – Article 18.07 & 18.08(S)
Rate of Pay – Article 18.01
Vacation – Article 19.03
Recognized Holidays – Article 20
Method of Pay Plan (Payday) – Article 26
General – Article 28
Term of Agreement – Article 31

(c) Subject to the Board's exclusive right with respect to hiring and recruitment, the Board is committed to hiring current casuals into permanent caretaking positions. Casuals shall be given first consideration for permanent caretaking positions prior to external candidates.

3.05 The Board has the right to engage casual employees as required so long as they, in so doing, do not lessen the regular work week of a Full or Part-Time Employee. Time worked by casual employees shall not be considered as time served for probationary period, except as provided for in Article 13. Time worked by casual employees shall not be considered for seniority purposes.

3.06 Where a clause in this Agreement relates solely to secondary school caretakers, this will be signified by using (S) after the Article number.

Article 4 - UNION RECOGNITION

4.01 The Board hereby recognizes the Union as the sole Collective Bargaining Agent for all employees covered by Article 2, in respect to hours of work, wages and all other matters as set out in this Agreement.

4.02 The parties agree that there shall be no discrimination or coercion in a manner that is contrary to the Human Rights Code exercised by any Union member or Board staff.

4.03 (a) All employees of the Board governed by Article 2.01, as a condition of continued employment, shall remain members of the Union in good standing according to the constitution and by-laws of the Union.

All new employees shall, as a condition of employment, become and remain members in good standing in the Union within thirty (30) days.

(b) The parties recognize that the Board shall not be forced to terminate or suspend the employment of an employee as a result of a dispute between the employee and the Union.

4.04 The Board shall deduct from every employee governed by Article 2.01 any dues, initiation fees, or assessments levied in accordance with the Union Constitution and

by-laws, and such deductions shall be remitted to the National Secretary-Treasurer or designate of the Canadian Union of Public Employees not later than the tenth day of the following month. Such remittance shall be accompanied with an electronic list of the names, addresses, phone numbers, hours worked, wage rate, wages, employee number, status and classifications of all employees from whose wages the deductions have been made. This list shall also indicate the amount of dues deducted from each employee. The Board shall forward a copy of this electronic list to the secretary-treasurer or designate, of the Local.

The Union shall indemnify and save the Board harmless with respect to all claims and demands made against the Board by an employee as a result of the deductions and remittance of dues by the Board pursuant to this Article.

4.05 No contract written or oral shall be entered into between an employee(s) and the Board, or any of its duly authorized representatives that directly conflicts with the terms of this agreement.

4.06 The Board agrees that no employee shall be laid off or receive a reduction in normal pay because of employees' work being subcontracted, leased, assigned, conveyed or transferred to any other person or company.

4.07 a) **Notification of New Hires**

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

b) **New Employees**

On commencing employment in a position within the bargaining unit, all new employees will be provided with a Welcome Package from the union that the board will have the opportunity to review prior to distribution.

c) **Orientation Session**

Where the board conducts staff orientation sessions, the union will be provided with time at the end of such session to make a presentation about membership in the Union.

d) **Information for Union**

The Board shall provide the Union, quarterly, with an electronic contact list in Excel of all employees in the bargaining unit. The contact list will include:

i) Home address
ii) Home phone number or cell number

The Board will also provide the Union, quarterly, with an employee list containing the following information electronically in Excel, for all employees in the bargaining unit:

i) Work location
ii) Job title/classification

iii) Employment status: permanent, temporary, casual

Article 5 - HUMAN RIGHTS AND WORKPLACE HARRASMENT

5.01 The Board agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay off, recall, discipline, classification, termination or any other action by reason of any of the prohibited grounds as outlined in the Ontario Human Rights Code, nor by reason of their membership or activity in the Union.

The above does not apply where the Board is able to demonstrate a bona fide occupational requirement.

5.02 Any claim by an employee or the Union pertaining to a violation of the Canadian Human Rights Act or the Employment Standards Act, may be the subject of a grievance which shall be processed in accordance with the grievance procedure.

5.03 The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be required to do personal services for a supervisor which are not connected with the operation of the Board.

5.04 The Union and the Board recognize the right of the employees to work in an environment free from workplace harassment as outlined in the Occupational Health and Safety Act (OHSA), and the Board recognizes its responsibility to maintain a discrimination-free work place.

(a) **Workplace Sexual Harassment**

The OHSA defines workplace sexual harassment as:

- engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or

- making a sexual solicitation or advance where the person making it is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

(b) **Workplace Harassment**

Workplace harassment is defined in the OHSA as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

Where an employee feels that they are being harassed, the employee shall inform the person in question that the behaviour in question is unwelcome. The employee shall have the right to have a union official or a member of the Board administration staff present at the meeting should the employee so desire.

(c) As outlined in OHSA Section 1(4), a reasonable action taken by an Employer or Supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

5.05 This Article will not be construed as in any way limiting the employee's rights to seek redress through any other legal procedure available to them.

Complaints under this Article may be processed as grievances at Step 2 of the grievance procedure.

Article 6 - MANAGEMENT RIGHTS

6.01 The Union agrees that the Board has the right to manage all departments and employees, to hire, terminate, promote, demote, transfer, assign, layoff, suspend or otherwise discipline employees subject to the right of the employees to file a grievance as provided herein.

6.02 The Board agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of any employee to file a grievance as set forth herein.

6.03 The Union agrees that the Board has the right to make and alter from time to time rules and regulations to be observed by the employees covered by this Agreement which are not inconsistent with the provisions of the Agreement. Any changes in such rules and regulations will not be implemented without prior notice and discussion with a committee of the union.

Article 7 - UNION COMMITTEES AND STEWARDS

7.01 The Labour/Management Committee shall be composed of the Negotiating Committees of the Board and up to three representatives of the Union and the National Representative. Meetings shall be conducted as necessary with either party requesting a meeting in writing coupled with a proposed agenda. It shall meet at the request of either party with at least 48 hours advance notice to explain Board policies, by-laws, regulations and matters of mutual concern.

7.02 The Union shall select or otherwise appoint a Negotiating Committee comprised of three (3) Board employees and the National Representative, and an officer of the Local, for the purpose of negotiating all Collective Agreements between the Board and the Union. The parties shall confirm with each other in writing the names of the representatives and substitutions which may be made from time to time.

7.03 The Board agrees to pay the wages of the three (3) Board employees named as the Union Negotiating Committee, up to a maximum of five (5) days, when those members are required to be absent from their place of employment to attend negotiating meetings with the Board dealing with direct negotiations of this Collective Agreement. The Board shall not be responsible for any additional expenses incurred such as, but not limited to, travel or accommodation.

7.04 The Grievance Committee shall be comprised of three (3) employees of the Board for the purpose of dealing with and processing complaints and grievances. The committee shall have the right to include the National Representative if necessary.

The Board agrees to pay the wages of the Grievor and/or the Grievance Committee when those members are required to be absent from their place of employment to attend grievance meetings or complaint meetings.

In the event of an arbitration, the Board agrees to pay the wages of the grievor(s) whose case is to go forward and the wages of two (2) members of the Grievance Committee. The Board is not responsible for transportation costs of either the grievor(s) or the Grievance Committee.

7.05 The Union shall provide a list of all committee members in September and January of each year within thirty (30) days of any change in membership.

Article 8 - JOINT JOB EVALUATION COMMITTEE

8.01 The Board and the Union are committed to the process of Job Evaluation and ensuring compliance with the Pay Equity Act and the Terms of Reference. As outlined in the established terms of reference, the Board and the Union agree to ensure compliance with the Pay Equity Act.

8.02 The Joint Job Evaluation Committee will be comprised of a maximum of four (4) representatives from the Board and a maximum of four (4) representatives (one Clerical, one Educational Assistant, one ECE and one Plant representative) and the President from CUPE Local 4148 and the National Representative. The Board will incur no additional cost for the President.

8.03 An annual review will be conducted by the Joint Job Evaluation Committee to ensure maintenance is sustained and compliance is met. The parties will meet during the month of November of each year for the purpose of reviewing Pay Equity unless another date is mutually agreed on.

All job descriptions shall be reviewed by the Manager of Human Resources and Superintendent responsible for Human Resources on a five (5) year cycle to determine if a re-evaluation of the committee is deemed necessary. The President of the Union will receive a copy of all job descriptions reviewed.

8.04 The Board shall prepare a new job description whenever a job is created or a revised job description whenever the duties of a job change significantly.

The Joint Job Evaluation Committee will make every effort to evaluate or re-evaluate the position within ninety (90) calendar days.

8.05 Where an employee's job is recommended and approved for placement at a higher category through this job evaluation/pay equity process, the employee will be placed at the salary/wage level in the new category.

The employee shall be continue to be eligible for an annual increment in accordance with the provisions of the Collective Agreement for their position.

Article 9 - GRIEVANCE PROCEDURE

9.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement.

In order for a grievance to be processed under the Grievance Procedure, the written statement of grievance shall contain the name(s) of the grievor(s), the facts giving rise to the grievance, the date or dates of the alleged violation of the agreement, and the provisions of the article(s) alleged to have been violated, and shall indicate the redress sought. The grievance must be signed by the grievor(s) and the Union Steward.

The requirements laid out above are not intended to limit nor restrict rights under the collective agreement nor access to the Grievance Arbitration Procedure; these requirements are intended to provide the Board with information so as to be better able to address the matters at issue.

9.02 **Step 1 - The Informal Complaint Meeting**

The aggrieved employee(s) shall discuss the complaint with their immediate supervisor, accompanied by a union representative, if the employee so desires. Recognizing the importance of full discussion between the Supervisor and the employee in clearing up misunderstandings and preserving harmonious relations, every effort shall be made at this point to settle the complaint within five (5) working days.

A member of the Union Grievance Committee shall have the right to visit the work area during their investigation of a complaint, in coordination with the Manager of Plant Services/designate.

Step 2

Failing satisfactory settlement under Step 1, within fifteen (15) working days following receipt of the Step 1 decision, the grievance shall be submitted in writing to the Manager of Human Resources.

Within five (5) working days of receipt of the grievance, the Manager of Human Resources shall arrange a meeting between the Union Grievance Committee and Board representatives. A decision shall be rendered in writing within ten (10) working days of the grievance meeting.

The employee's supervisor and the grievor may be present. A teleconference shall be considered a meeting with respect to fulfilling the requirements of this Article.

Step 3

Failing satisfactory settlement under Step 2, the grievance shall be referred to Article 10, Arbitration, provided such action is taken within a period of fifteen (15) working days of the response from the Board. Where a dispute involving a question of general application or interpretation occurs, the Board and the Union may agree to bypass Step 1 of the Grievance Procedure.

9.03 It is mutually understood that the Board may bring forward at any meeting with the Grievance Committee any complaint in regards to the conduct of the Union, its officers, committee members, or any employee(s) covered by this Agreement. Failing satisfactory settlement of the dispute by the conferring parties it shall then be treated as a grievance subject to the Grievance Procedure.

Such notice shall be given to the Union in writing and the Union's Grievance Committee will meet with the Board's representative within five (5) working days of the receipt of such notice. Failing satisfactory settlement, it may be referred to Arbitration.

9.04 It is further understood that the National Representative may be present at the request of either party at any grievance meeting.

9.05 It is further understood that any dispute or grievance shall not be the cause of any individual or group work stoppage and grievances shall not be discussed until the employee or employees participating return to work.

9.06 (a) It is agreed that there is no grievance unless the grievance has been submitted within twenty (20) working days of the event which gave rise to the grievance.

(b) By mutual agreement, the time lines for grievances shall be suspended during the period of school breaks (i.e. Christmas, March Breaks and summer).

9.07 Any grievance not processed by the Union within the prescribed time limits shall be considered abandoned on the basis of the last decision and this grievance shall not be subject to further appeal.

9.08 The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees, and to seek adjustment with the Board in the manner provided for in the grievance procedure. Such a grievance shall commence at Step 2.

9.09 For the purpose of this Article a work day is defined as regular work day from Monday to Friday including Professional Activity Days but excluding statutory holidays.

Article 10 - ARBITRATION

10.01 (a) Both parties to this agreement agree that any grievance may be referred to binding arbitration by written notice of such referral to the other party within the time limits set out above, and at the same time appoint its nominee to the Arbitration Board. The other party shall appoint its nominee within a reasonable time. The two (2) nominees shall attempt to select, by agreement, a chairperson of the Arbitration Board.

(b) The Union and the Board agree that the provisions of the Ontario Labour Relations Act may supersede 10.01(a).

10.02 The Arbitrator or Board of Arbitration shall not alter, modify, or amend this Agreement in any manner, and shall not make any decision inconsistent with the provisions of this Agreement.

10.03 Each party shall be responsible for the expenses of its representative to the Board of Arbitration, and the expenses of the Chairperson of the Board of Arbitration shall be shared equally by the Board and the Union.

10.04 Wherever Arbitration Board is referred to in the agreement, the parties may mutually

agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

Article 11 – DISCIPLINE AND TERMINATION CASES

11.01 The Board reserves the right to discipline or terminate an employee for just cause. A claim by a seniority employee of unjust discipline or termination shall be treated as a grievance and the Grievance Procedure shall be followed as outlined in Article 9. Such grievances may be settled by confirming the Board's action or by reinstating the employee under any arrangement which is just and equitable in the opinion of the conferring parties or the Arbitration Board.

11.02 (a) Employees shall be notified in writing of any dissatisfaction concerning their work performance within 14 working days of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. The employee's reply to the expression of dissatisfaction shall become part of the record.

(b) The Board will notify the employee(s) and the Union of all anticipated discipline or termination actions in writing within ten (10) working days of the event giving the name of the employee concerned and the reason for the anticipated discipline or termination. In cases of discipline matters involving dismissal, loss of pay or written warnings, the employee shall receive written notification of the disciplinary action in the presence of the Group Vice-President. Where the Group Vice-President will not be available within three (3) working days, the Board may require that the discipline be given in the presence of a different Grievance Committee representative. A videoconference shall be considered acceptable with respect to fulfilling the requirements of this Article. Copies of all written warnings and notices of all disciplinary action shall be sent to the Group Vice-President and the National Representative.

Timelines for (b) may be extended upon mutual agreement.

11.03 An employee shall have the right to have access during normal business hours to their personnel file upon written notice to the Manager of Human Resources.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record. No evidence from the employee's record may be introduced as evidence in any hearing, if such evidence relates to any disciplinary matter which took place more than twenty-four (24) months previous to the issue giving rise to the hearing. Notwithstanding the above, however, evidence relating to disciplinary action taken by the Board as a result of sexual or moral misconduct, may be considered.

11.04 The Board will schedule non-complaint meetings with employees during the employee's hours of work. If such meetings are scheduled on the employee's time, attendance at the meeting will be at the employee's discretion.

11.05 Where there is clear and convincing evidence of the sexual harassment or sexual assault of a student by an employee, the stipulated penalty for this infraction shall be

the termination of the employee, and such termination shall be deemed to be for just cause. Should there be clear and convincing evidence of the above, no Board of Arbitration shall vary this penalty.

Article 12 - NO STRIKES OR LOCKOUTS

12.01 During the life of this Agreement the Union agrees there will be no strike, slowdowns, picketing or any other interference with work, and the Board agrees there will be no lockout. Strike and lockout will be as defined in the Ontario Labour Relations Act.

Article 13 - PROBATIONARY PERIOD

13.01 New full-time and part-time employees, before being established as permanent employees, must work a probationary period of one hundred and twenty (120) working days. On successfully completing the probationary period, the employee and the Secretary of the Union shall be notified in writing and the name added to the seniority list as of the starting date of the probationary period. However, if the casual employee has accumulated 1000 hours as a casual, excluding any hours accumulated while on WSIB or modified work exceeding 80 hours, the probationary period will be waived.

13.02 The Board shall notify the Union in writing of the reason for the discharge of a probationary employee.

13.03 Probationary employees shall receive the caretaker's hourly rate as defined in Article 18.01.

Article 14 - SENIORITY

14.01 The Board shall prepare seniority lists as follows:

(a) For full-time Employees showing the date of hire to the full-time position.

(b) For part-time Employees showing the date of hire to the part-time position.

(c) For laid-off employees who held a seniority position immediately prior to their most recent layoff.

All seniority full-time and part-time employees will accrue seniority from the date of hire to a permanent seniority position, except that an employee's established seniority is not reinstated where it has been lost under the provisions of Article 14.03 below.

(d) Casual employees do not accrue seniority.

14.02 The list(s) will be issued to each seniority employee and to the Group Vice-President in October of each year. The seniority list(s) will be considered correct for all purposes unless the seniority employee disputes its accuracy within three (3) calendar weeks from the date the list(s) were emailed to the employees. The employee must file a written notice to the Manager of Human Resources outlining the grounds of their objection. Seniority employees will not forfeit their seniority rights under any circumstances except those outlined below.

In addition to Central item C10.00 Casual Seniority Employee List
The Board shall maintain a separate non-seniority list for casual employees. An up-to-date list will be sent to the Union each October.

14.03 An employee's established seniority shall be lost and they shall be deemed terminated when such employee:

(a) Resigns.

(b) Is terminated for just cause.

(c) Is laid off for a period in excess of thirty-six (36) consecutive months.

(d) Fails to return to work within ten (10) working days of being recalled.

(e) Is absent from work for more than three (3) working days without a bonafide reason or without notifying the supervisor.

(f) (i) Is absent from work due to illness or accident subject to the following conditions:

(1) during the first twenty-four (24) months of such absence the Board will continue to pay the premium cost of benefits set out in Article 23.

(2) at the end of such twenty-four (24) month period the provision of all benefits except for Life Insurance for such employee will cease. After twenty-four (24) months of such absence a seniority employee for whom the Board is no longer required to contribute toward the premium for benefits as specified in Article 23, may continue to participate in said benefits up to age sixty-five (65), subject to the terms and conditions of the respective carriers of such plans including continuing eligibility, and provided the employee pays to the Board the full cost of the premium(s) each month.

(3) the employee will continue to accumulate seniority during the twenty-four (24) month period after which time employment will be terminated.

(ii) Should an employee be medically certified as fit to return to work for full duties and this is confirmed by a Board appointed medical practitioner the employee shall be provided a caretaker position at the appropriate rate of pay under the following conditions:

(1) Seniority. The employee shall not accrue any additional seniority from the date of termination to the date of reinstatement.

(2) Retirement Gratuity. No employee will be entitled to more than one retirement gratuity from the Board.

(3) An employee will not be permitted to bump another employee. The employee returning to work will be eligible to apply for any permanent position that becomes available after their return to work.

14.04 An employee who is appointed to or accepts a position outside of the Bargaining Unit shall retain seniority and continue to accumulate seniority for a period of twelve (12) months. After twelve (12) months in such position such employee shall cease to have any seniority rights in the Bargaining Unit.

Article 15 - LAYOFF AND RECALL

15.01 (a) **Definition of Layoff**

An employee is laid-off when

(i) an employee's regular working hours are reduced
(ii) an employee's position has been declared redundant by the Board

(b) In the event of a layoff that involves a reduction in hours as per 15.01(a)(i) above, the employee may elect to either accept the reduction in hours and remain in their position or to exercise their bumping rights.

(c) Under no circumstances shall any employee be allowed to bump up into a Category C or Category D position. In addition, no Category C employee shall be allowed to bump a Category D employee.

(d) In the event of a layoff due to redundancy, caused by either the closure or partial closure of a school or the elimination of the position (as per 15.01(a)(ii)), or in the event of a layoff caused by a reduction of hours where the employee elects to exercise their bumping rights, the following process shall be implemented:

(i) The Manager of Plant Services shall arrange a meeting to be held at the Board office (or at another appropriate location) at which time the final determination of all bumping and corresponding posting of positions related to or stemming from the layoff shall occur.

(ii) All employee shall be given four (4) weeks' notice of the meeting by way of email. Notice of such meetings will also be posted in the schools.

In an effort to promote harmonious relations, the parties may mutually agree to waive the four (4) week notice period of the meeting and agree on a meeting date. All employees will be given notice of this meeting, as soon as possible, by way of email. Notice of such meeting shall also be posted in all schools.

(iii) The employee(s) to be laid-off and all employee(s) with less seniority than the employee(s) to be laid-off are required to attend and participate in the meeting. Employee(s) who have greater seniority than the employee(s) to be laid-off are encouraged to attend these meetings in order to have the opportunity to post for vacancies which

may be available.

(iv) Employees who would be required to travel beyond the boundaries of their school community to attend the meeting will be permitted to participate in the meeting by way of videoconference or by whatever virtual means possible. Employee(s) who are unable to attend due to sickness, pregnancy/parental leave or bereavement leave shall make their ten (10) most preferred positions known to the Manager of Plant Services, in writing, at least four (4) days prior to the meeting.

(v) Employees who are directed to attend this meeting by the Manager of Plant Services shall be required to attend the meeting regardless of whether said meeting occurs on a regularly scheduled work day for that employee. Employees who are not scheduled to work during the time of the meeting will not be paid for attendance at the meeting.

(vi) The bumping process will allow the laid-off employee to bump into any position held by an employee with less seniority provided the employee possesses the qualifications, skills and ability to perform the work.

(vii) Part-time employees will not be permitted to bump full-time employees.

(viii) After the bumping process has been completed and all permanent positions have been filled, the Manager of Plant Services will determine whether any of the positions filled during the meeting have been claimed by employees who are on modified work, WSIB leave, Long Term Disability, Pregnancy or parental leave, or other forms of leave under Article 17, leaving a temporary vacancy for that position. Should there be any such temporary vacancies, the Manager of Plant Services will then fill these vacancies, during this same meeting.

It is understood that an employee in a temporary position who is displaced from their permanent position by the bumping process, must select and report to their new permanent position. However, this does not prevent such employee from selecting a temporary vacancy as described above.

(ix) Should the Manager of Plant Services determine that there are other vacancies which are available, the posting procedure for these vacancies may also be completed during this meeting, provided that at least two (2) weeks' notice (prior to the meeting date) has been given to all employees by way of letter sent to the employee's most recent address on the records of the Human Resources Department.

The two (2) week notice period may be waived through a mutual agreement between the parties.

(x) Employees in attendance at the meeting will have the opportunity to post into vacancies or temporarily vacant positions on a seniority basis provided that the employee has the necessary qualifications, skills and ability to perform the work.

(xi) An employee who accepts a temporary position as per (viii) and (x) above must remain in that position for a minimum of four (4) months except in cases where the regular employee returns to work within the four (4) month period or the employee temporarily assigned is the successful candidate for a permanent full-time position.

(e) In the event of a lay-off of an employee(s) that is not likely to affect other employee(s) outside of the laid off employee's community, the Manager of Plant Services will first meet with the employees of the area in which the layoff is to occur (to determine if other employees are to be affected) prior to arranging the meeting described in 15.01(d). The Group Vice-President may be present at this meeting during working hours, however, any travel and related expenses will not be borne by the Board.

Employees at this first initial meeting, i.e. to be laid-off or bumped, shall be informed of all positions in the Board that are held by persons with less seniority in order to determine whether employees from outside of that community are to be affected. Should there be employees in other areas that are to be affected, the meeting described in 15.01(d) will be arranged.

15.02 (a) When seniority employees are being recalled to work they will be recalled in reverse order of layoff, as they are established on the seniority list according to Article 14 provided that the employee possesses the necessary qualifications, skills and ability to perform the work. They shall be notified of recall by Registered Letter mailed to their last address on the records in the Human Resources Department.

(b) A recall is where a laid off employee is awarded a permanent full-time or part-time position and does not include casual work that involves filling in temporarily on a full time basis where the position is temporarily vacant.

(c) Seniority employees shall be placed on the recall list for thirty-six (36) consecutive months from their effective date of layoff. If after thirty-six (36) months they are not recalled, they shall be removed from the recall list. There is no obligation on the Board to rehire employees who have been removed from the recall list after thirty-six (36) months.

(d) Any seniority employee on the recall list who refuses to accept an available position within the community in which they were formerly employed shall be terminated. For the purposes of this article, community is defined as:

(i) Sault Ste. Marie
(ii) Blind River – Elliot Lake together
(iii) Massey – Espanola together
(iv) Chapleau
(v) Wawa – White River together
(vi) Hornepayne

Exceptions to this would include seniority employees declining due to illness, sick leave, pregnancy or parental leave as certified by a qualified physician or any other reasons deemed acceptable by the Board.

15.03 (a) An employee shall be given the opportunity, but shall not be required to accept, a recall to a position which is outside of their community as defined in 15.02(d) above.

(b) An employee will not be required to accept a recall that is less than seventy-five percent (75%) of the hours the employee was regularly scheduled to work prior to being laid off.

An employee who declines a recall, however, shall not be permitted to bump into a position at any later date. The employee shall continue to have recall rights for thirty-six (36) months as per Article 15.02. Thus, an employee who refuses recall shall lose their seniority as per Article 14.03, thirty-six (36) months after a lay-off.

15.04 Employees who are laid-off and placed on the lay-off list as per Article 14.01(c) above, shall have access to casual call-out work on a priority basis, in accordance with the stipulations listed below.

(a) Where laid off employees work in a temporary capacity at full time hours, this shall not be considered a recall.

(b) The Board will provide the list described in Article 14.01(c) to the person responsible for calling out employees to casual work using the staffing and scheduling system.

(c) Where a full-time employee is off work currently and is on LTD, extended sick leave or WSIB and the corresponding postings for temporary vacancies have been filled thereby leaving a vacancy in the system, and it is known to the Board and that vacancy will exist for the next three (3) consecutive months, the Board will place the laid off caretaker with the most seniority into that position on a temporary basis. This shall not be considered a recall from layoff. The employee will not be a full-time employee as described in Article 3.01 of the Collective Agreement and will not be entitled to participate in the Board's benefit plan. The employee will not be eligible for vacation entitlement but will be paid vacation as per Article 19.02 of the Collective Agreement.

(d) Where a full-time employee goes off work on sick leave, LTD or WSIB and the corresponding postings for temporary vacancies have been filled thereby leaving a vacancy in the system, and it is unknown whether that vacancy will exist for the next three (3) months, the Board will place the laid off caretaker with the most seniority into the position on a temporary basis. This shall not be considered a recall from layoff. The employee will not be a full-time employee as described in Article 3.01 of the Collective Agreement and will not be entitled to participate in the Board's benefit plan. The employee will not be entitled to vacation entitlement but will be paid vacation pay as per Article 19.02 of the Collective Agreement.

(e) The Board will continue to assign work caused by short term vacancies due to sickness or vacations on the part of full-time employees to employees that are listed on the board's casual call-out list. Where such vacancies are as a result of extended illness, the position will be posted as a temporary vacancy as per Article 16.04(a).

In order to facilitate access to this work on the part of laid off employees, the Board will create two lists of employees eligible for casual call-out work: the first list will contain the names of laid-off caretakers in order of seniority, the second will contain the names of employees who have never had seniority. The staffing and scheduling system will be set up to first contact employees from the first list for work, in order of seniority, before contacting employees on the second list. When a laid-off caretaker is called out to work, he or she will work the duration of the assignment.

(f) The Board shall balance the amount of hours worked by laid off employees and shall ensure that the laid off employees with the most seniority actually have the opportunity to work more hours than those with less seniority.

(g) At the end of the thirty-six (36) month period during which a seniority employee is covered under the provisions of this article and retains recall rights. The employee shall lose their seniority rights and be placed on the casual call-out list. Such employee loses all formerly accrued seniority and possesses no preferential status with respect to future hiring.

15.05 Premiums for benefits shall not be paid while an employee is laid-off.

15.06 Premiums for benefits shall not be paid, while laid-off employees are working in a temporary vacancy, even where the employee is working hours that are equal to those worked by full-time employees.

15.07 In the event of a school closure in the City of Sault Ste. Marie only, where, as a result of this school closure, there has been a layoff of a full-time employee, the Board will retain a maximum of one (1) employee as a floater per school closure to a total maximum of three (3) floaters, subject to the following conditions:

(a) the most senior laid off employee shall be required and obligated to work the hours scheduled by the Board;

(b) said employee shall continue to have their benefits paid by the Board irrespective of Article 15.05 or 15.06 above for a period of twelve (12) months only from the date of lay off;

(c) this provision shall not be engaged as a result of any school closure outside of the City of Sault Ste. Marie;

(d) as per Article 14.03(c), the employee shall lose their seniority and be deemed terminated thirty-six (36) months after the initial date of layoff, notwithstanding the provisions of this Article;

(e) after the twelve (12) month period during which premiums for benefits are paid, the employee, though not having premiums for benefits paid, shall have access to priority call out work as per Article 15.04.

Article 16 - VACANCIES, NEW POSITIONS AND PROMOTIONS

16.01 (a) **Caretaker Positions**

In the event that employees are available in the bargaining unit, and have the qualifications and ability to perform the work, consideration will be given to promoting employees to a caretaker position. Where the ability of the employees concerned is relatively equal, the senior qualified candidate will be given preference.

(b) **Day Worker Positions**

In the event that employees are available in the bargaining unit, and have the qualifications and ability to perform the work, consideration will be given to promoting employees to a day worker position. Where the ability of the employees concerned is relatively equal, the senior qualified candidate will be given preference. Candidates must hold and provide the Board with a photocopy of a valid Ontario driver's license. If the employee's driver's license is suspended, they must notify the Manager of Plant Services immediately.

(c) **Maintenance Positions**

The Board possesses managerial discretion as to the selection of maintenance personnel. The Board is not required to post maintenance positions nor to fill vacancies should they arise.

In the event that the Board determines that there is a vacancy, it will post notices on the Board website and email a copy to all seniority employees. In addition, the posting will be emailed to the President of the Union, Group VP and Secretary of the Union. The Board reserves all rights as to whether or not an employee shall be interviewed for the position.

16.02 (a) All vacancies or newly created positions within the scope of this Agreement shall be posted on the Board's website. In addition, the posting will be emailed to all seniority employees, as well as the President of the Union, Group VP and Secretary of the Union.

Vacancies and newly created positions shall be posted for five (5) working days. Employees wishing to make application, providing they are available for work on the date the position commences, shall do so within the required time limit, forwarding an email indicating their interest in a job posting to the email address outlined in the posting. The name of the successful candidate(s) shall be posted internally as soon as possible after the selection is made.

The provisions of this Article do not apply to vacancies which may arise during the months of June, July and August. An acknowledgement will be sent for all email applications.

Employees on vacation or sick leave of five (5) working days or less at the time of the closing of the posting and including the closing date of the posting shall have three (3) working days after their return to work to apply for the

position.

Where there is a vacancy in the month of June, up until June 15th, the posting procedure will be completed and the successful candidate will remain in their current or assigned position until the commencement of the following school year.

(b) Successful candidates to job postings (permanent or temporary) must assume the position for which they applied. If a candidate is successful for more than one position, the candidate must select only one position, and must assume that position. When an employee assumes a position (permanent or temporary) they may elect to return to their previous position within ten (10) working days, if they choose, by advising the Manager of Human Resources. In addition, an employee cannot apply for the position which they have just vacated.

(c) Part-time, laid-off or casual employees who were employed under the conditions of Article 16.02(a) and 16.02(b) will revert to their former status on the return of the full-time employee who was absent.

16.03 Upon request, an unsuccessful candidate for a posting shall be granted a meeting with the Manager of Plant Services to discuss the posting in the presence of a Union official.

16.04 (a) The Board reserves the right to make temporary appointments for a maximum of twenty-five (25) working days in cases of absences or any job openings. These openings shall be posted not later than eighteen (18) working days after the opening occurs following which the appointment to the opening shall be made according to 16.01 and 16.02.

Where leaves of absence or other absences are made known to the Board ten (10) working days prior to such leaves, the Board shall post the position as such in order to place the employee at the beginning of the leave.

(b) An employee who accepts a temporary position must remain in that position for a minimum of four (4) months except in the cases where the regular employee returns to work within the four (4) month period or the employee temporarily assigned is the successful candidate for a permanent full-time position.

(c) The Board has the right to re-assign caretakers to other positions on a temporary basis and the hourly rate shall be the one normally paid for this position or the caretaker's regular pay, whichever is the higher. This clause will be exercised at the discretion of the Board. Employees shall not be re-assigned without their consent, except where the Board is of the opinion that this is necessary in order to maintain harmonious relations within the work site in question, or to investigate a disciplinary matter or in order to allow the Board to comply with its obligations under the Canadian Human Rights Act. Where the above exceptions are not invoked, however, and there are no caretakers willing to be temporarily re-assigned, the Board shall re-assign the most junior caretaker.

16.05 Casual employees, replacing caretakers who are absent for a limited time, will be

scheduled to work at the discretion of the Board. After a position has been posted under Article 16.04, the casual employee shall be scheduled the same number of working hours as the employee they are replacing, until the position is filled.

When replacing full-time caretakers for periods in excess of three (3) working days but not more than twenty (20) working days, the Board will offer such appointments to established part-time employees provided they work in the community in question (as defined in Article 15.02(d)), before offering such appointments to laid off employees and then casual employees.

16.06 Any Day Worker vacancies where it is known at least five (5) working days in advance and that will be at least one (1) week in duration, shall be filled in the following manner:

(a) Seniority part-time Day Workers currently working in the position shall be given the first opportunity to fill any full-time positions that may be created.

(b) Any further positions will be offered to the remaining caretakers in order of their seniority, provided they possess the necessary qualifications, skills and ability to perform the work. Candidates must hold and provide the Board with a photocopy of a valid Ontario driver's license. If the employee's driver's license is suspended, they must notify the Manager of Plant Services immediately.

The Union will be provided, on a monthly basis, with a list of all employees who have declined temporary Day Worker assignments.

Temporary Day Workers assignments shall be assigned during the period Sunday to Saturday.

(c) When summer Day Worker positions are filled by seniority employees the rate of pay will be consistent with the provisions of the Collective Agreement.

(d) Temporary Day Worker List

(i) The Temporary Day Worker List will be in place from July to June each year
(ii) The Temporary Day Worker List posting will be posted on the Board website and emailed to all permanent Caretakers each May
(iii) Caretakers will be required to apply to the Temporary Day Worker list yearly

(e) Any temporary assignment exceeding twenty-five (25) days will be posted in accordance with Article 16.04 (a).

16.07 Where it is known at least five (5) working days in advance of a temporary absence of a day shift secondary school caretaker, that is of known duration and that will be a least three (3) days in duration, the Manager of Plant Services or Designate will arrange to allow the most senior full-time caretaker who works in the same building, on the afternoon shift or the night shift to temporarily replace the caretaker who is absent.

16.08 It is further agreed that part-time, laid-off and casual employees of the Board shall

be given first option to perform regular caretaking duties such as cleaning during Christmas and Spring break or the summer period prior to the hiring of students.

16.09 In the event a casual employee is selected for a permanent caretaker position to the same classification, and has worked for the board for two (2) calendar years or eight hundred (800) hours, whichever comes first, they will not be required to complete an interview as they are already deemed qualified.

Article 17 - LEAVE OF ABSENCE

17.01 Union Business or Public Office

(a) All leaves of absence shall be without pay and without cost to the Board. The Board shall invoice the Union for the costs of wages, vacation and insurance benefit premiums with respect to all leaves of absence.

(b) An employee elected or appointed to represent the Union at a conference, convention or other union business shall be granted a leave of absence, without loss of seniority providing such leaves involve no more than three (3) seniority employees at one time and provided that only one (1) employee from each of the communities of Chapleau, Hornepayne, Wawa and White River together, Blind River and Elliot Lake together and Espanola and Massey together, is absent at one time.

(c) Where an employee in the Union is elected or appointed as a union officer (executive member) of the Local, such an employee may submit a request for an unpaid leave of absence (up to full-time) to the Manager of Human Resources. Such a leave will be granted and, where the union requests that the Board administer the pay, benefits and sick leave arrangements for the employee related to the leave, the Board will continue the salary, benefits and sick leave arrangements in accordance with the Collective Agreement.

Where the leave granted is for twelve (12) months or more, the employee shall return to the permanent position held prior to going on leave. Should the permanent position held prior to going on leave no longer be available, at any time during the leave, the employee will be required to select a permanent position as part of the staffing process in accordance with Article 15.01. The employee will accumulate seniority during any leave of absence referenced in Article 17.01.

(d) All requests for leaves of absence shall be made in writing by the Group Vice-President/designate of the Local to the Manager of Human Resources giving at least one (1) week notice wherever possible. Replies shall also be given in writing by the Manager of Human Resources.

(e) A seniority employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted a leave of absence by the Board but without pay or without cost to the Board for a period up to two (2) years. Such leave may be renewed upon written request during their term of office. Such absence shall be without loss of seniority for recall and placement purposes but such employee shall not accumulate nor use sick leave during the entire leave of absence.

(f) The Board recognizes the right of an employee to participate in public affairs. Therefore upon written request, the Board shall allow a leave of absence without pay and without loss of benefits or seniority so that the employee may be a candidate in federal, provincial or municipal elections. The employee will reimburse the Board for the cost of benefits.

An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the term of office. Such leave shall not exceed four (4) years. A seniority employee granted a leave of absence under this clause shall have their benefits terminated. An employee shall not accumulate nor use sick leave during the entire leave of absence.

(g) Where an employee in the Union is elected or appointed CUPE, such an employee may submit a request for an unpaid leave of absence (up to full-time). Such a leave will be granted and, where the Union requests that the Board administer the pay, benefits and sick leave arrangements for the employee related to the leave, the Board will continue the salary, benefits and sick leave arrangement in accordance with the Collective Agreement.

17.02 **Bereavement Leave**

(a) Immediate family is defined as being: parents, step-parents, parents-in-law, spouse, children, step-children, children-in-law, siblings, siblings-in-law, grandparents and grandchildren. Foster children living in the employee's home at the time of their death shall also be considered as immediate family.

(i) A seniority employee shall be entitled to leave of absence without deduction of salary up to a maximum of five (5) working days for the purpose of bereavement of a member of their immediate family.

(b) Relative is defined as being: aunts, uncles, cousins, nieces and nephews.

(i) A seniority employee shall be entitled to a leave of absence, without deduction of salary, for one (1) working day for the purpose of bereavement of a relative outside of the immediate family.

(c) It is understood that the provisions of this Article will also apply if such an occurrence falls within the vacation period of an employee; the employee shall receive the leave of absence with pay in addition to their vacation period. Any employee on sick leave or compensation will not be deducted sick leave credits for the days of bereavement leave entitlement.

(d) In the circumstances above in 17.02 (a) and (b), the employee shall be required to complete the standardized form provided by the Board.

17.03 **Pregnancy/Parental Leave**

(a) Upon written request to the Manager of Human Resources, Pregnancy and/or Parental Leave shall be granted to employees, without pay, in accordance with the current Employment Standards Act.

(b) Where possible, at the completion of the statutory Pregnancy/Parental Leave,

the employee shall return to their former position or to a comparable position in the same community in which the employee worked prior to the leave.

For the purposes of this clause, the following areas constitute a "community": Massey and Espanola together; Elliot Lake and Blind River together; the city of Sault Ste. Marie; Chapleau; Hornepayne; Wawa and White River together.

Should a comparable position not exist within the community in which the employee formerly worked immediately before the pregnancy or parental leave, the employee shall have the opportunity to exercise their rights elsewhere within the bargaining unit.

(c) The Board shall continue to pay the premiums for benefits for the maximum allowed under the Employment Standards Act for Pregnancy and Parental Leave. These benefits will be provided for part-time employees in accordance with Article 23.01(a).

(d) An employee shall be granted a leave of absence without deduction of salary to a maximum of two (2) days upon the birth/adoption of a child or children. This leave shall be taken:

the day previous to the birth or adoption
or
the day of the birth or adoption
or
within five (5) working days of the birth or adoption
or
within five (5) working days of the child's release from hospital following birth or adoption.

(e) Maternity Benefits/SEB Plan

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

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

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

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

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

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

17.04 **Court Appearances**

(a) In the event of a seniority employee being accused of an offence which requires a court appearance, the employee shall be given an automatic leave of absence without loss of seniority, but without pay.

(b) A seniority employee who is jailed and awaiting trial shall be given an automatic leave of absence without pay for the period of incarceration.

(c) An accused employee who is found guilty and sentenced for a criminal offence shall be removed from the Board records and employment. Such action shall be at the Board's discretion. If such employee's job is forfeited, the Board shall fill the vacancy, according to Article 16.

17.05 **Other Leaves**

Leaves of absence without pay for any reason other than those noted in Articles 17.01, 17.02, 17.03 and 17.04 may be granted upon written application to the Manager of Human Resources at least one (1) week prior to the requested leave. Such leaves are granted at the discretion of the Board. In case of emergency the one week prior notice will be waived. At the discretion of the Board, the leaves described below will be subject to the described time limits:

(a) where a leave is granted to allow an employee to pursue another job opportunity, such leave shall not exceed three (3) months;

(b) where a leave is granted to pursue higher education, such leave shall not exceed one (1) year;

(c) where a leave is granted as a result of the job transfer or relocation of a spouse, such leave shall not exceed one (1) year.

Consideration of such leaves will be done in a fair and impartial manner.

17.06 When an employee is granted a leave of absence, for any reason, except for emergency situations, while they are in a temporary posting, and such leave of absence extends beyond the posting period (20 working days), upon return from their leave of absence, they shall return to their permanent position and not the temporary posting they held prior to their approved leave of absence.

17.07 **Court/Jury Duty**

(a) A seniority employee who is summoned to attend court as a witness, as the result of a work-related incident, shall be paid the difference between the hours they would have been scheduled to work and the payment received for

any such services. The seniority employee will present proof of service and the amount of pay received, if any.

(b) The Board shall pay a seniority employee who is required to serve for jury selection, as a juror or a subpoenaed witness the difference between the hours they would have been scheduled to work and the payment received for such services. The seniority employee will present proof of service and the amount of pay received.

17.08 **Citizenship Leave**

An employee shall be allowed one-half (1/2) day with pay to attend a formal hearing to become a Canadian citizen.

17.09 **Compassionate Leave**

An employee may be granted a leave of absence for compassionate leave to a maximum of two (2) days per occasion at the discretion of the Board designated official without loss of pay or deduction from cumulative sick leave.

If the Board designated official is not available, the employee shall notify their immediate supervisor of the reasons for their absence. Upon return the employee shall notify the Board designated official in writing of the reasons for the absence and the Board designated official shall determine if compassionate leave is to be granted.

While the board sets the criteria for compassionate leaves, the board shall also consider for Indigenous employees to use compassionate leave 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.

17.10 **Short Term Leave Without Pay**

An employee may be granted a leave of absence for personal reasons for up to total of three (3) days per year at the discretion of the Director (or designate), with loss of pay but not seniority, sick leave credits or benefits.

Article 18 - WAGE RATES, CLASSIFICATIONS, HOURS OF WORK AND OVERTIME

18.01 Wages are as per Schedule "A"

18.02 **Shift Premium**

(a) Caretakers who are assigned to, and are currently working, split shifts, afternoon shifts or night shifts, will be paid a shift premium as follows:

Effective September 1, 2022	-	$ 0.79/hour
Effective September 1, 2023	-	$ 0.79/hour
Effective September 1, 2024	-	$ 0.79/hour
Effective September 1, 2025	-	$ 0.79/hour

(b) During the summer, or at any other time, when these caretakers are not working split shifts, afternoon shifts or night shifts, they shall be paid at the regular full-time base rate and shall not be entitled to a shift premium. However, the shift differential shall be paid over the course of the entire work year in equal installments over the twenty-six pay periods, allowing those full time caretakers whose positions normally attract a shift premium to enjoy a constant rate throughout the year

Effective September 1, 2022	-	$ 0.61/hour
Effective September 1, 2023	-	$ 0.61/hour
Effective September 1, 2024	-	$ 0.61/hour
Effective September 1, 2025	-	$ 0.61/hour

Maintenance, part-time and casual employees are not entitled to any shift premium.

18.03 **Hours of Work - Elementary Caretakers, Education Centre Caretaker and Day Workers**

(a) While schools are in session, the hours of work for full-time caretakers shall normally be an eight (8) hour shift from 7:00 am to 10:30 am and from 2:00 pm to 6:00 pm with a 3.5 hour lunch break and two (2) paid fifteen minute rest periods.

(b) The caretaker assigned to the Catholic Education Centre will work the split shift, throughout the calendar year, with the hours of work being 7:00 am to 10:30 am and from 2:00 pm to 6:00 pm with a 3.5 hours lunch break and two (2) paid fifteen minute rest periods, except when the Catholic Education Centre is closed, at which time the caretaker may elect to work from 7:00 am to 3:00 pm, with two (2) paid fifteen minute rest periods and a 30 minute paid lunch break.

(c) The normal hours of work for dayworkers shall be from 7:00 am to 3:00 pm with two (2) paid fifteen minute rest periods and a 30 minute paid lunch break.

(d) At Holy Cross and St. Basil elementary schools, the Board may add a maximum of two (2) 3:15 pm to 11:15 pm caretaking shifts at each school, as needed. The caretaker working this shift shall be entitled to two (2) paid fifteen minute rest periods and a thirty (30) minute paid lunch break.

(e) When the schools are not in session, the hours of work shall be from 7:00 am to 3:00 pm for full-time caretakers with two (2) paid fifteen minute rest periods and a 30 minute paid lunch break. During the summer months of July and August, the Board will schedule Plant employees as per Article 18.12.

(f) Full-time caretakers who work the split shift will be paid eight (8) hours' pay for seven and a half (7.5) hours' work with one (1) fifteen minute rest period for every 3.5 hours worked.

(g) Part-time caretakers who work less than eight (8) hours shall be entitled to breaks and lunch periods based on the hours of work as outlined in the Employment Standards Act.

(h) The Board will not split any shift between elementary and secondary schools.

(i) No casual employee shall be called in or scheduled to work a shift of less than two (2) hours duration.

18.04(S) **Hours of Work - Secondary**

(a) The day shift hours of work for full-time secondary school caretakers shall be an eight (8) hour shift scheduled between 7:00 am and 3:00 pm with a thirty (30) minute paid lunch period and two (2) paid fifteen minute rest periods. The afternoon shift hours of work for full-time secondary school caretakers shall be an eight (8) hour shift scheduled between 3:15 pm and 11:15 pm with a thirty (30) minute paid lunch period and two (2) paid fifteen minute rest periods.

(b) (i) The night shift hours at St. Mary's College shall be an eight (8) hour shift between 11:30 pm to 7:30 am with a thirty (30) minute paid lunch break and two (2) paid fifteen minute rest periods. The night shift will normally be scheduled between 11:30 pm Sunday and 7:30 am Friday while night school is in session. The Board will not require more than two (2) night shift positions at St. Mary's College. The Board will maintain its current practice of paying overtime for functions at St. Mary's College, ie. dances.

No modified work programs will be scheduled on the night shifts.

(ii) When night school is not in session, the hours of work will normally be between 3:00 pm to 11:00 pm, Monday to Friday. The Board reserves the right to schedule some night shifts, if deemed necessary.

Further to the above, those caretakers scheduled for the night shift at St. Mary's College will have the option of electing to continue on the night shift or electing to revert to the 3:00 pm to 11:00 pm shift. However, should one caretaker elect to revert to the 3:00 pm to 11:00 pm shift, then both caretakers in that school would revert to the 3:00 pm to 11:00 pm shift.

(iii) The Board may add a 12:00 pm to 8:00 pm shift as deemed necessary, with a thirty (30) minute paid lunch period and have two (2) paid fifteen minute rest periods.

(c) During the Christmas and spring vacations, when schools are not in session, the hours of work for all secondary school caretakers will be scheduled between 7:00 am and 3:00 pm with a thirty (30) minute paid lunch period and two (2) paid fifteen minute rest periods.

At other times during the school year when schools are not in session, the hours of work for all secondary school caretakers will be scheduled between 7:00 am and 3:00 pm with a thirty (30) minute paid lunch period and two (2) paid fifteen minute rest periods. The Board reserves the right to schedule caretakers for afternoon shifts, if deemed necessary.

(d) The Board will not split any shift between elementary and secondary schools.

18.05 **Hours of Work - Maintenance Employees**

The hours of work shall generally be between the hours of 7:00 am and 3:00 pm with a thirty (30) minute paid lunch period and two (2) paid fifteen minute rest periods, but the Board reserves the right to alter these hours at its discretion.

During the summer months of July and August, the Board will schedule Plant employee as per Article 18.12.

18.06 **Community Use Appreciation Allowance**

(a) Full-time seniority dayworkers and caretakers in the elementary schools shall be paid a community use appreciation allowance. Allowance is defined as an allowance paid in recognition of community use, with payments made as follows:

(i) Appreciation Allowance for school having one and two uses per week

Effective September 1, 2022 - $332.00 per year

(ii) Appreciation Allowance for school having three or four uses per week

Effective September 1, 2022 - $416.00 per year

(iii) Appreciation Allowance for school having five, six or seven uses per week

Effective September 1, 2022 - $501.00 per year

(iv) Appreciation Allowance for school having eight, nine or ten uses per week

Effective September 1, 2022 - $585.00 per year

(v) Appreciation Allowance for school having eleven uses or more per week

Effective September 1, 2022 - $670.00 per year

(vi) Appreciation Allowance for Board Room use

Effective September 1, 2022 - $416.00 per year

(vii) The minimum Appreciation Allowance paid to a caretaker will be

Effective September 1, 2022 - $264.00 per year

(viii) All full-time dayworkers shall receive the appreciation allowance for the Education Centre/Mount.

(b) To be eligible to receive the allowance provided for in 18.06(a) above, the

caretaker in question must perform the duties which correspond to the community usage of the school for the majority of the payment period as described in (c) and (d) below.

(c) Fifty percent (50%) of the Appreciation Allowance will be made in the December 15th pay period of each year for the period September to December and based on the number of uses as registered on November 15th.

(d) Fifty percent (50%) of the Appreciation Allowance to be made in the June 15th pay period of each year for the period January to June and based on the number of uses as registered on March 31st.

(e) In schools with two (2) caretakers, the uses will be calculated according to the area used and both caretakers may receive an Appreciation Allowance based on the scale in 18.06(a).

(f) Those secondary school caretakers who have not earned the equivalent amount as a result of overtime required for community, school or board use or function, will be eligible to receive and will be paid the minimum appreciation allowance.

18.07 Overtime rates of time and one-half shall be paid for all authorized work in excess of eight (8) hours per day or forty (40) hours per week. Sunday work shall be at the rate of double time.

In the summer months when Plant employee are working ten (10) hour shifts, overtime rates of time and one-half shall be paid for all authorized work in excess of ten (10) hours per day or forty (40) hours per week.

(a) Overtime shall be kept to a minimum and overtime required in an elementary school shall be offered to the caretaker(s) as follows:

(i) Scheduled overtime will be offered to the caretaker(s) assigned to the school concerned in order of seniority and subject to the ability to perform the work required.

(ii) Non-scheduled overtime required within the same day shall be offered to the caretaker(s) who are working in the building on that day in order of seniority and subject to the ability to perform the work required.

In the event the full-time seniority caretaker(s) assigned to this building decline to work overtime, it shall then be offered to the part-time seniority caretaker(s) (as per Article 3.02) or casual employees who are working in this building.

18.08 (S) (a) Overtime required in a secondary school shall be offered first to the full-time employees assigned to this building in order of seniority, subject to the ability to perform the work required. In the event that full-time employees of this building decline to work overtime, it shall then be offered to the part-time or casual employees who are working in the same school.

(b) In the event that full-time or part-time or casual employees decline to work

overtime as per Article 18.08 (S) (a), the overtime shall then be offered to full-time caretakers according to seniority and subject to the ability to perform the work required.

18.09 (a) A seniority employee who is called out during their time off shall be entitled to a minimum of two (2) hours pay at the applicable overtime rates.

(b) Seniority employees who are scheduled by the Board for overtime work on weekends shall be scheduled for not less than four (4) consecutive hours.

18.10 The Board shall provide a travel allowance according to Board Policy when employees are required to use their own vehicles for work purposes, at the request of the Board, during working hours. Employees are to submit their mileage for payment to the Manager of Plant Services on a monthly basis.

Caretakers in the east and north, who are required to report to a workplace outside of their regular workplace/community, shall be paid the above allowance subject to travel arrangements approved by the Manager of Plant Services.

18.11 When use of schools permits are issued by the Board to persons other than Board employees, notification shall be given to the caretaker of the school concerned, by copy of such permit.

18.12 **Summer Schedule (July and August)**

The Board agrees to a flexible schedule in July and August to have a compressed work week as follows:

a) Employees to be scheduled for 4 x 10 hour shifts commencing at 6:00 am and ending at 4:00 pm from Monday to Thursday or Tuesday to Friday. Fridays and Mondays would respectively serve as the 'reset' day for each employee's 7-day cycle.

b) Scheduling change will take effect the first Monday after school is no longer in session and will end the week prior to Labour Day. (i.e., all Plant staff will return to a five day work week for the entire week prior to Labour Day).

c) On Statutory Holidays, outlined in Article 20.01, employees will work 8 hours/day on those weeks that fall the week of the Statutory Holiday and will be paid 8 hours on the day of the stat or as outlined in the Employment Standards Act.

d) Vacation Allotment – A ten (10) hour day will be considered 1.25 days of vacation

e) Sick Days – As per Article 21, sick days will be deducted based on hours

f) For employees entitled to OMERS or other benefits, there would be no impact.

18.13 **Meal Allowance**

All employees called upon to work three (3) hours or more overtime beyond their regular scheduled shift, shall be paid a meal allowance. The allowance paid will be

according to Board policy or seven dollars ($7.00), whichever is greater.

Article 19 - VACATIONS

19.01 All full-time seniority employees within the classifications covered by this Agreement shall receive vacation at their regular rate of pay in accordance with the schedule listed below. For vacation purposes, continuous full time service will be calculated as of the anniversary date of each employee.

Notwithstanding the above and pursuant to this Article, service will be defined as the length of continuous active full-time employment from the date a seniority employee is appointed to a full-time position, excluding periods of layoff. However, where the laid-off employee has been working continuous full-time hours under the "Priority Call-Out" provisions of Article 15.04 and is later recalled, he or she shall not lose credit for vacation purposes on account of having been laid off.

(a) After one (1) year service, two (2) weeks vacation with pay

(b) After five (5) years service, three (3) weeks vacation with pay

(c) After ten (10) years service, four (4) weeks vacation with pay

(d) After fifteen (15) years service, five (5) weeks vacation with pay

(e) After twenty (20) year service, six (6) weeks vacation with pay

(f) Employees shall receive the vacation periods as set out above but shall forfeit a portion of vacation pay for continuous unpaid absences in excess of one (1) week.

(g) In addition to their regular vacation, all seniority full-time employees shall receive one extra week of vacation at age 63 years each year to 65 years prior to retirement (non-cumulative each year). Entitlement of extra vacation shall be on the employee's birthday and shall be a maximum of three (3) weeks.

19.02 Part-time employees shall be paid the percentage equivalent to the above vacation entitlements during each pay period. Such employees shall take an unpaid leave of absence to allow them time off in accordance with the provisions of the Employment Standards Act.

19.03 Employees who do not qualify for vacation entitlement will receive vacation pay in accordance with the Employment Standards Act. However, such employees can arrange to have time off work, which will not impact on full-time employees, by mutual agreement with the Manager of Plant Services.

19.04 (a) (i) For the city of Sault Ste. Marie, not more than fifteen (15) caretakers may be off at the same time for the months of July and August. All written requests must be received by May 1st of each year. In the scheduling of vacation during the summer months, a seniority employee must schedule vacation for a minimum period of one (1) week. However, each employee may be granted up to two (2) vacation days that may be taken individually during this period.

(ii) For the city of Sault Ste. Marie, not more than twelve (12) caretakers may be off at the same time for Christmas break and March break and all written requests must be received by November 1st and February 1st of each year.

(iii) For the city of Sault Ste. Marie, not more than eight (8) caretakers may be off at the same time at times other than July and August, Christmas break and March break.

(iv) All vacations for the periods noted in (i) and (ii) above will be granted based on seniority.

(v) The Manager of Plant Services shall confirm vacation approval or denial within fourteen (14) days of expired deadline outlined in (i) and (ii) above. Where vacation is denied, the employee will be given the opportunity to resubmit a request for vacation and such vacation will be granted based on seniority.

(vi) Written requests for vacation at times other than noted in (i) and (ii) above must be submitted to the supervisor at least one (1) week in advance. Vacation will be granted on a first come, first served basis.

(vii) For the communities outside of Sault Ste. Marie, not greater than one caretaker per school may be off at any given time.

(viii) Changes in vacation schedule may be arranged with one (1) week written notice to the Manager of Plant Services for good and sufficient reason.

(ix) Those employees who are traveling overseas during July and August will be exempt from the limits prescribed in (i) above.

(x) Employees affected by the maximum noted in (a)(i) above, will be contacted, in order of seniority, to resubmit vacation. Normally, this process will be completed no later than May 20th and the employee will be given a minimum of forty-eight (48) hours notice to resubmit vacation.

(b) The provisions of clause (a) above shall apply to maintenance employees, except that, in addition, in the city of Sault Ste. Marie, there can be no more than two (2) maintenance employees off on vacation leave at any time.

(c) Upon the request of the employee, sick leave may be substituted for vacation where it can be established that an illness or accident requiring hospitalization occurred while on vacation. Only time spent in hospital may be substituted.

19.05 The annual vacation allowance may be accumulated to a maximum of one and one-half (1 1/2) times the employee's annual vacation allowance. Each employee will notify the Manager of Plant Services in writing, on a form provided, one (1) month prior to their anniversary date of their desire to carry vacation over to the next vacation year.

19.06 An employee may not forego the vacation for which they are being paid.

19.07 A schedule of vacation dates shall be drawn up by the Manager of Plant prior to June 15th and mailed to all employees.

19.08 Employees will receive payment while on vacation as per Article 26.

19.09 Vacation rates of pay for full-time seniority employees shall be at their effective hourly rate of pay in accordance with the Collective Agreement.

Article 20 - RECOGNIZED HOLIDAYS

20.01 All work requested from seniority employees by the Board on the following recognized holidays will be paid for at the rate of time and one-half (½) of the normal rate, over and above the regular pay for the recognized holiday. A seniority employee called out to work on such holidays listed below shall be entitled to a minimum of four (4) hours of pay at the aforementioned rates.

1. New Years' Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. Civic Holiday
8. Labour Day
9. National Day for Truth and Reconciliation
10. Thanksgiving Day
11. Christmas Day
12. Boxing Day
13. Any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government

20.02 In the event of any of the above mentioned holidays falling on a Saturday or Sunday, the day substituted by the Federal, Provincial or Municipal Government shall be observed. For all such holidays, seniority employees shall have the day off with pay at their regular rate of pay for their regularly scheduled hours of work. Seniority employees must work the last scheduled day before the listed holiday and the next scheduled day after the holiday to qualify for holiday pay, unless the employee is off sick, on vacation, or on any approved leave, other than leave of absence for personal reasons. An employee who is off sick must submit a doctor's certificate to qualify for holiday payment.

20.03 All seniority employees shall be off, with pay, on Christmas Eve and New Year's Eve, provided they do not fall on a scheduled school day, as a substitution for the removal of Remembrance Day by the Provincial Government as a recognized holiday. In the event of a call out by the Board on either of those two days, the provisions of Article 20.01 shall apply for pay purposes. In the event that Remembrance Day is re-instituted by the Provincial Government, then the former Article 18.03 in the March 1, 1980 to February 28, 1983 Sault Ste. Marie Agreement shall be re-instituted.

Where a school day is scheduled on Christmas Eve or New Year's Eve, preventing an employee from enjoying this holiday, the Board will allow the employee to take a different day which is to be scheduled at a time to be determined by the Manager of Plant Services.

20.04 For the purpose of recognized holidays listed in Article 20.01, casual employees shall be paid in accordance with the provisions of the Employment Standards Act.

20.05 If an employee chooses to observe the National Day of Truth and Reconciliation, shall submit their request to the Manager of Plant Services and their request shall not be unreasonably denied.

Article 21 - SICK LEAVE PROVISIONS
(In addition to Central Item C6.00 Sick Leave and Central Letter of Understanding #5)

21.01 **Definition of Sick Leave**

(a) Sick leave means the period of time an employee is absent from work without loss of pay by virtue of being sick or disabled, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workplace Safety & Insurance Act.

(b) Employees who are in receipt of Long Term Disability benefits, or who are laid off, or on authorized sick leave or authorized leave of absence for a period of greater than ninety (90) consecutive days will not be eligible for the Sick Leave Allowance entitlement for the period they are on such leave, layoff or benefit.

The above does not apply to WSIB benefits for the first twelve (12) months of absence.

21.02 **Sick Leave Plan**

For current sick leave language, refer to Central Item C6.00 Sick Leave

Previous Language:
(a) All seniority employees working on a regular and continuous basis are entitled to sick leave commencing the first full month of employment as follows:

(i) Seniority employees who work forty (40) hours per week, twelve (12) months per year, shall receive a total annual sick leave allowance of fifteen (15) days, provided at the rate of one and one-quarter (1 ¼) days per month, cumulative to 150 days.

(ii) Part-time seniority caretakers who work less than forty (40) hours per week, twelve (12) months per year, shall have their sick leave allowance pro-rated in accordance with the number of hours regularly worked and the stipulations of Article 21.02 (b).

(b) A seniority employee absent from work due to illness pursuant to this Article will have one sick day credit deducted from their Sick Leave Allowance for each scheduled day the employee is absent from work. No wages shall be paid to employees for absence beyond the number of days to their credit in the Sick Leave Plan.

(c) Part-time employees, as described in Article 21.02 (a)(ii), will have their Sick Leave entitlement pro-rated.

(d) The Board reserves the right to request a medical certificate from any

employee.

Previous Language:
(e) For the purposes of 21.02(a)(i) above, employees of a predecessor Board who are employed with the Huron-Superior Catholic District School Board as of the date of ratification who possess a sick day bank of greater than one hundred and fifty (150) days, shall have their sick day bank grandparented and capped. The number of days in the employee's bank on the date of ratification shall become that employee's maximum sick leave bank to a maximum of two hundred (200) days.

21.03 A seniority employee suffering from illness or disability for long duration and whose Sick Leave Credits are exhausted, will receive benefits equal to and according to the rules and regulations of the *Canada Employment Insurance Act* until the employee returns to work or is eligible for Long Term Disability or until the end of the 15th week of illness or as amended by the *Canada Employment Insurance Act*.

21.04 An annual holiday bonus will be granted consisting of 50% of the caretaker's unused annual sick leave allowance up to a maximum of five (5) days. The holiday bonus must be taken in the year applicable. To receive this bonus, the caretaker's absence record will be calculated on a September 1st through August 31st basis annually.

21.05 **Sick Leave Record**

Previous Language:
In September of each school year, the Board shall advise each employee in writing of the amount of sick leave accrued to their credit.

The Board will advise each employee of their sick leave balance on each bi-weekly electronic paystub.

Article 22 – WORKPLACE HEALTH AND SAFETY

22.01 **Workplace Safety and Insurance Benefits**

(a) An employee who has applied for WSIB benefits and who is awaiting approval of his or her claim from the WSIB shall have the option of:

(i) Receiving payment from WSIB, if and when approved.

OR

(ii) It is agreed that, when an employee is eligible for and receives approval of a claim by WSIB, the employee is entitled to one hundred percent (100%) of their usual wages and benefits from the day the accident occurred, for the duration of the employee's absence from work without deduction from sick leave credits.

(b) Where an employee receives workers' benefits as determined by WSIB, such payments shall be directed to the Board.

(c) The denial of workers' benefits does not preclude the use of sick leave as determined by the collective agreement.

22.02 **Workplace Safety and Insurance Wage Continuance Provisions**

(a) The following provision applies to an employee

(i) who is absent from work as a result of illness or injury sustained at work; and

(ii) who has made a claim to WSIB with respect to the illness or injury sustained at work; and

(iii) who has been awaiting approval of the claim; and

(iv) who would otherwise be entitled to payment pursuant to the provisions of the Cumulative Sick Leave Plan (Article 21.02) or the C.E.I.C. Sick Leave Plan (Article 21.03).

For greater clarity, this provision does not apply to an employee already in receipt of a Workplace Safety & Insurance payment at the time of the claim.

(b) If the employee is unable to perform his or her regular duties or modified work as a result of the illness or injury and a WSIB Functional Abilities Form from the employee's physician to this effect has been submitted to his or her supervisor, the employee may apply for payment on the form provided by the employee's supervisor and to be returned to the Human Resources Department. Upon receipt of the form the application will be processed for payment to which the employee would be entitled from WSIB if the claim was approved. Payment by the Board will be from the date of the claim and will be provided only

(i) If the employee provides a WSIB Functional Abilities Form from the Doctor

(1) of illness or injury sustained at work satisfactory to the Board designated official; and

(2) that the employee is unable to perform his or her regular duties or modified work as a result of the illness or injury; and

(ii) If the employee completes and submits the form provided by their supervisor.

This form which has been provided to the employee by their supervisor will serve as the application for payment as well as the agreement between the employee and the Board that any payments provided by the Board pursuant to this provision will be refunded to the Board following final determination of the claim by WSIB.

Payments will only be made by the Board to the extent that the employee would be entitled to payment pursuant to the Cumulative Sick Leave Plan (Article 21.02) or the C.E.I.C. Sick Leave Plan (Article 21.03) if the Workplace Safety & Insurance claim was not approved.

Any payment under this provision will continue for a maximum duration equal to that which the employee would be covered pursuant to the Cumulative Sick Leave Plan (Article 21.02) or the C.E.I.C. Sick Leave Plan (Article 21.03).

(iii) If the claim for Workplace Safety & Insurance is not approved and the Board had advanced monies pursuant to the above, the monies paid as an advance will be applied towards the payment to which the employee would be entitled under the Cumulative Sick Leave Plan (Article 21.02) or the C.E.I.C. Sick Leave Plan (Article 21.03), including statutory deductions (i.e. income tax, C.E.I.C., C.P.P., OMERS, etc.). Appropriate deductions will be made to the sick leave credits, if applicable.

22.03 When a seniority employee, at the request of the Board must seek from a treating medical heath care provider, certification relating to a non-occupational or occupational illness or disability, the Board will pay for such a certificate.

22.04 **Return to Work and Accommodation**

The Board is committed to protecting the health and well-being of our employees and will provide an opportunity for an early and safe return to meaningful work of an employee who has been absent due to a non-occupational or occupational illness or injury.

The Return to Work Policy and Procedural guidelines will be adhered to, as well as applicable legislation. The objective is to provide a caring and consistent process through which the Board will support all employees who incur a non-occupational illness or injury. The Board will make every reasonable effort to provide suitable return to work opportunities for every employee who is unable to perform his or her regular duties following an occupational or non-occupational illness or injury to the point of undue hardship.

The employee has the right to have Union representation throughout the process. If the employee so chooses the Employer shall notify the Union representative of upcoming return to work meetings.

Article 23 – BENEFITS
(In addition to Central Item C5.00 Benefits)

23.01 (a) Premiums for benefits shall be as described below:

(i) For full-time employees working thirty-five (35) hours per week and twelve (12) months per year, 100% of the premiums shall be paid by the Board.

(ii) For part-time employees working less than thirty-five (35) hours per week and/or less than twelve (12) months per year, the premiums paid for by the Board will be pro-rated on the basis of normal permanent allotted hours of work per week and months of work per year.

(iii) Part-time employees who are normally scheduled to work less than

seventeen and a half (17.5) hours per week are not eligible to participate in the benefits plan.

(b) The Board's benefit plans are available only to seniority full-time and part-time employees and are not available to relief employees. The Board shall not contribute to the premiums for benefits for laid off employees. Employees who have not been recalled to work by October 15th of any school year shall have their participation in the benefits plan terminated.

(c) Employees who have pro-rated benefits under the provisions of (a)(ii) above shall be responsible for reimbursing the Board for their portion of the premiums and the Board shall be authorized to deduct such payments for an employee's pay.

Employees are not permitted to temporarily discontinue coverage during temporary layoffs, such as Christmas, March Break or the summer months.

Participation in the benefit coverage by eligible employees who work less than 35 hours per week shall be at the written option of the employee. The employee shall advise the Board in writing of the option chosen.

23.02 (a) The Board is not the insurer of employee benefits. All insured benefits shall be as described in the insurance company's brochures which shall be distributed to all eligible seniority employees. All benefits shall be subject to the rules, regulations, descriptions and limitations as set out in the Master Contracts held by the Board. In any dispute, such Master Contracts shall prove binding on all parties.

(b) Employees who do not enroll in the benefit plans within thirty-one (31) days of becoming eligible or of cessation of coverage elsewhere, are considered to be late applicants. Late applicants must submit medical evidence to the Insurance Company by completing the Evidence of Insurability form. Further medical evidence may be requested by the carrier. Once approved for the benefit plan, coverage will be subject to the terms and conditions of the Master Contract.

(c) (i) **Life Insurance Plan**: Three (3) times normal earnings exclusive of overtime to a maximum of $100,000.

(ii) Eligible seniority employees shall be allowed to purchase at their own expense a Voluntary Group Life Insurance benefit equal to one (1) times the employee's basic annual earnings to a maximum of $75,000.

(d) **Long Term Disability Plan**: Eligible seniority employees who have been enrolled in the LTD plan shall be provided with a Long Term Disability benefit providing seventy-five percent (75%) of normal monthly earnings after the thirteenth (13th) week of disability, to retirement age. Disability shall be defined as inability to perform the essential duties on one's job for a period of two (2) years, or inability to be otherwise employed after this period. After a period of two (2) years, all benefits except Life Insurance are terminated.

Employees who are eligible for LTD benefits must apply for and use these LTD benefits rather than accumulated sick leave credits. It is the responsibility of

the employee to ensure that she or he has made application for LTD benefits in a sufficiently timely manner to be granted benefits by the employee's fourteenth (14th) week of absence. The Board shall forward the applicable forms to the employee after thirty (30) calendar days of illness.

Employees who have made application for LTD benefits as of the fourteenth (14th) week of absence shall continue to receive a salary of seventy-five percent (75%) of wages, deducted from sick leave credits (75% sick leave credit = 1 day of absence), provided that the employee has sick leave credits available. The employee shall reimburse the Board for any advance payments made under this provision upon approval of LTD benefits. If the employee does not have any sick leave credits available, she or he will be entitled to receive benefits equal to and according to the rules and regulations of the Canada Employment Insurance Act as per Article 21.03.

(e) L.T.D. shall terminate on the employee's 65th birthday. All other benefits terminate on employee's retirement date.

(f) **Dental Plan**: Benefits to be based on the Ontario Dental Association fee schedule for the previous year.

The Board shall provide for orthodontic care for the employee and the employee's eligible dependents under the aforesaid policy. Such orthodontic care shall entitle the employee to a 60% reimbursement of total costs incurred by an employee and eligible dependents as defined by the insurer to a maximum of two thousand ($2,000.00) dollars per person for the lifetime of each eligible employee or his or her dependent. Reimbursement to the employee hereunder shall be in accordance with the Ontario Dental Association's published schedule of fees for the previous year or such schedule as accepted by the insurer from time to time throughout the life of this agreement.

(g) **Major Medical & Prescription Drug Plan**: The drug plan shall be a generic prescription drug plan with $1.00 deductible per prescription. Vision care coverage shall be subject to a four hundred dollar ($400) maximum benefit every two (2) years.

Hospital coverage for employees and dependents covered under this plan shall be for a private hospital room, where available.

(h) When a seniority employee at the request of the Board must seek from a Doctor certification relating to an illness or disability, the Board will pay for such a certificate.

23.03 The provisions of this benefits plan shall come into effect within thirty (30) days of the date the agreement has been ratified by both CUPE and the Board.

Article 24 – RETIREMENT AND PENSION PLAN

Ontario Municipal Employees Retirement Systems (OMERS)

24.01 (a) All full-time employees are required to become members of the OMERS as a condition of employment.

(b) Part-time employees may become members of OMERS in accordance with OMERS regulations.

24.02 (a) For those employees who are members, the Board shall make contributions to OMERS in accordance with OMERS requirements and regulations.

(b) The Board is authorized to make deductions from earnings of all employees belonging to the retirement system in accordance with OMERS regulations.

24.03 (a) The Board shall report and make calculations regarding pensionable earnings and contributions in accordance with OMERS regulations.

(b) For the purpose of calculating OMERS basic pension, all perquisites allowable by OMERS will be included in salary.

24.04 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 25 - TOOLS AND EQUIPMENT

25.01 The Board will supply all tools and equipment and cleaning materials essential and necessary in order to carry out the work in maintaining the schools.

25.02 Those employees classed as Dayworkers and Maintenance Employees shall, for their own protection, be reimbursed for the full cost of two (2) pairs of safety boots or shoes (one (1) winter and one (1) summer) each year, provided a receipt is provided to the Manager of Plant Services. These must be C.S.A. approved.

25.03 The Board shall supply each employee protective rain gear to be used for special purposes as required.

25.04 **Clothing Allowance**

Each full-time and part-time seniority employee shall receive an annual clothing allowance. Those seniority employees on a year leave of absence, Long-term Disability or WSIB for a full year shall not be eligible for this allowance. If an employee is on a leave of absence, Long-term Disability or WSIB for a period of at least six months, the employee shall receive one-half (1/2) of the allowance. The annual allowance shall be as follows:

$150.00 per year

Article 26 - METHOD OF PAY PLAN (PAYDAY)

26.01 (a) Employees shall be paid on a bi-weekly pay schedule. Where a payday falls on a recognized holiday, the Board shall pay employees on the last regular banking day prior to the recognized holiday.

(b) The Board shall provide direct deposit of salary for all employees covered by this collective agreement to a bank, trust company or credit union within the jurisdictional area of the Board according to the employee's choice. The onus shall be on the employee to provide the Board with the necessary banking information in order that they may be paid by submitting a Direct Deposit form from their financial institution or by submitting a void cheque together with the Board form titled "Payroll Direct Deposit Service Request Form."

(c) Pay cheque stubs shall indicate earnings and gross pay for the period. Overtime and vacation pay shall also be indicated if applicable.

Article 27 - PRINTING OF AGREEMENT

27.01 (a) Each employee shall receive an electronic copy of the Agreement, as soon as possible following the signing of the Agreement. Should the Union choose to have printed copies of the Agreement using third party services, the Union and the Board shall share equally the costs of printing the Agreement.

(b) The Board agrees to acquaint new employees with the fact that a Union agreement is in full force and effect and issue a copy of the agreement to each employee the first day they are hired with a written notice to the Union Secretary of the employee's name, address and phone number.

Article 28 - GENERAL

28.01 Caretakers are to be guided in their duties by the Rules and Regulations, as amended from time to time, as set out by the Plant Department and instructions from their Supervisor and/or Principal. Principals who have complaints about the work or procedures followed by the caretakers, when such work or procedures are in compliance with the Rules and Regulations, or instructions from the supervisor, should direct such complaints to the Manager of Plant Services.

28.02 **Correspondence**

All correspondence arising out of this agreement or incidental thereto shall pass to and from the designated Board personnel and the Group Vice-President and Recording Secretary of CUPE, unless specified otherwise within this Agreement. The National Representative shall receive a copy of all correspondence relating to grievances, discharge and discipline and Rules and Regulations.

The Board shall ensure that all newsletters and bulletins sent to employees are copied to the Union.

28.03 **Procedure Regarding Inclement Weather**

The following procedures will apply with respect to employees who, because of severe weather conditions, either report late for work or are unable to report at all.

All employees are expected to make every effort to report for work on time, notwithstanding severe weather conditions. However, in such circumstances quoted above, it is agreed that employees who arrive late for their scheduled work day, but report prior to the mid-point of their scheduled work day, will be paid for the day, provided such late arrival is directly attributable to the aforementioned severe

weather conditions. Employees who report after the mid-point of their work day will be paid for hours worked. If an employee does not report for work, the employee shall not be paid for the day.

With respect to employees who are unable to report for work due to the aforementioned severe weather conditions, or who report after the mid-point of their work day, it is agreed that notwithstanding the provisions of the collective agreement, such employees may be given the opportunity to work additional hours at straight time rates in order to make up part or all of such lost time. Any additional hours shall be scheduled and approved by the Manager of Plant Services.

It is further agreed, however, that in the event that employees are authorized to be absent from work by a supervisor, such employees shall be paid for any time lost because of such authorization.

When all or some of the schools are closed as a result of inclement weather by the Director or Supervisor and this announcement is made prior to the beginning of classes, employees shall not be required to report for duty. Wages shall not be affected and no sick leave benefits shall be deducted. However should an employee be off on sick leave the day prior to and the day following such closure, the employee will be deducted a sick leave day.

Article 29 - SUMMER CREWS

29.01 (a) For cleaning schools during the summer, caretakers shall be placed on crews and shall be responsible for their own respective schools. When one member of the crew is absent for any reason and therefore reduces the cleaning time allotted for the respective schools, the employee shall be replaced for the length of their absence, and, where possible, at the time of their absence, by a part-time, laid off, casual or summer student employee.

(b) Secondary school caretakers shall normally remain in their respective schools during July and August. The caretakers will be arranged in crews to jointly clean the areas assigned to them.

(c) The Board reserves the right to transfer the caretakers to meet the emergency needs or when construction takes place within any of the schools.

(d) When scheduling summer work which requires greater than one person due to its physical nature, the Board will schedule this work at times when there is greater than one caretaker working.

Article 30 - BULLETIN BOARDS

30.01 The Board will provide space on the existing bulletin boards in every work site.

Where no bulletin board exists the Board shall ensure that one is provided within a reasonable period of time.

Article 31 - TERM OF AGREEMENT

31.01 This agreement shall be binding and remain in effect from September 1, 2022 through to August 31, 2026 and shall continue from year to year thereafter unless

either party gives notice in writing.

31.02 **Notice of Change**

Either party desiring to propose changes to this agreement shall, within one hundred and fifty (150) days prior to the expiry date, give notice in writing to the other party.

If notice of amendments 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.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

For the Employer:

J Chilelli

D Pirillo

Steve Brown

For the Union:

Crystal Kirantes

Schedule "A" - Wage Rates

Employees shall be paid in accordance with the following wage schedule:

	Effective Sept. 1, 2022	Effective Sept. 1, 2023	Effective Sept. 1, 2024	Effective Sept. 1, 2025
Category A Caretaker	$25.05/hour	$26.05/hour	$27.05/hour	$28.05/hour
Category A Day Worker	$25.05/hour	$26.05/hour	$27.05/hour	$28.05/hour
Category C Maintenance Helper	$27.97/hour	$28.97/hour	$29.97/hour	$30.97/hour
Category D Maintenance Employee	$32.21/hour	$33.21/hour	$34.21/hour	$35.21/hour

Shift Premiums

	Effective Sept. 1, 2022	Effective Sept. 1, 2023	Effective Sept. 1, 2024	Effective Sept. 1, 2025
Article 18.02 (a)	$0.79/hour	$0.79/hour	$0.79/hour	$0.79/hour
Article 18.02 (b)	$0.61/hour	$0.61/hour	$0.61/hour	$0.61/hour

LETTER OF UNDERSTANDING (A)

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

Canadian Union of Public Employees and its Local 4148 (Plant)

RE: Ontario Health Insurance Plan

It is agreed that the Board will reinstate the policy of paying one hundred (100%) percent of the rates of the Ontario Health Insurance Plan should the O.H.I.P. rates change from being employer based through the Employer Health Tax, to being employee based. The O.H.I.P. benefit will be reinstated in accordance with Article 20.01(c) and Article 21.05 of the 1988-90 Collective Agreement.

Dated this 8th day of March, 2023.

For the Employer:

For the Union:

LETTER OF UNDERSTANDING (B)

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

Canadian Union of Public Employees and its Local 4148 (Plant)

The Huron-Superior Catholic District School Board and the Canadian Union of Public Employees, with a view to promoting harmonious relations, agree as follows:

1) For employees of the Huron-Superior Catholic District School Board that were formerly employed with the Sault Ste. Marie District Roman Catholic Separate School Board and who were hired prior to March 1, 1986:

   On retirement or termination of employment due to permanent physical or mental disability, a Gratuity will be paid based on fifty percent (50%) of the number of accumulated Sick Leave Credit days credited to the seniority employee, times the daily rate of pay at the time of retirement or termination of employment due to permanent physical or mental disability. Seniority employees whose duties with the Board commenced on or after March 1, 1986 will be excluded from this plan and will not be entitled to a Retirement Gratuity. Upon the death of an employee, earned credits shall be payable to their estate. The maximum amount payable shall be $15,000.

   The minimum Gratuity paid for ten or more years of service will be $600.00.

   For the purposes of this plan, sick leave credits may be accumulated up to a maximum total of two hundred (200) days.

2) For the following employees of the Huron-Superior Catholic District School Board formerly employed with the North Shore District Roman Catholic Separate School Board: Theresa Lettieri; and Yvon Sanche, the retirement gratuity plan described below will be grandparented. No other employees will be eligible for this plan.

   A retirement gratuity will be paid to each full time employee, who retires on pension, on their retirement at sixty-five (65) years of age or upon their retirement after thirty (30) consecutive years of service with this Board or because of total and permanent disability and to the estate of a full-time employee who has completed ten (10) consecutive years of service with this Board or predecessor Boards. The retirement gratuity will be calculated as follows:

10	years' service,	10%	cumulative sick leave x	1/260 th of annual salary
11	"	12%	"	"
12	"	14%	"	"
13	"	16%	"	"
14	"	18%	"	"
15	"	20%	"	"
16	"	22%	"	"
17	"	24%	"	"
18	"	26%	"	"
19	"	28%	"	"
20	"	30%	"	"
21	"	32%	"	"
22	"	34%	"	"
23	"	36%	"	"
24	"	38%	"	"
25	"	40%	"	"
26	"	42%	"	"
27	"	44%	"	"
28	"	46%	"	"
29	"	48%	"	"
30	"	50%	"	"

For the purposes of this plan, sick leave credits shall be accumulated to a maximum of 260 days for full time/full year employees who were in the Board's employ prior to 1980 09 01 and to a maximum of 200 days for ten-month employees who were in the Board's employ prior to 1980 09 01.

This plan will ensure to the benefit of employees who were in the employ of the North Shore District Roman Catholic Separate School Board on 1980 09 01.

Dated this 8th day of March, 2023.

For the Employer:

For the Union:

LETTER OF UNDERSTANDING (C)

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

Canadian Union of Public Employees and its Local 4148 (Plant)

RE: OMERS Contributory Earnings

The following definition of contributory earnings is provided for information purposes only and is non-grievable. Contributory earnings must include all regular recurring earnings as determined by the OMERS Pension Plan as may be amended from time to time.

For all pension and other compensation purposes the parties agree that contributory earnings must include all regular recurring earnings including the following:

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g. flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be "kept whole" e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (e.g. educational or car allowance);

- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance (that is, expenses are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

Dated this 8th day of March, 2023.

For the Employer:

For the Union:

LETTER OF UNDERSTANDING (D)

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

Canadian Union of Public Employees and its Local 4148 (Plant)

The Board is committed to providing a safe work environment for all employees and recognizes its responsibilities under the Occupational Health and Safety Act and will adhere to Board Policy and Procedural Guidelines with respect to violence in the workplace.

For the purposes of this Letter of Understanding, the OHSA defines workplace violence as:

- the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker
- an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker
- a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

The Board will continue to maintain a Workplace Violence policy and procedural guidelines. The Joint Health and Safety Committee will review the policy and procedural guidelines on an annual basis and make recommendations for revisions to the Board based on changes in legislation.

As part of the procedural guidelines, the Board will continue to:

- provide information and instruction to employees regarding potential risks related to workplace violence;
- provide information in writing to the Joint Health and Safety Committee on all completed workplace risk assessments;
- complete annual workplace risk assessments at all Board worksites.

In addition, the procedural guidelines, supporting documentation and forms are posted on the Board website and available to all employees.

Dated this 8th day of March, 2023.

For the Employer: **For the Union:**

LETTER OF UNDERSTANDING (E)

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

Canadian Union of Public Employees and its Local 4148 (Plant)

RE: Health and Safety

The Board is committed to providing a safe work environment for all employees and recognizes its responsibilities under the Occupational Health and Safety Act (OHSA). The Board will adhere to Board Policy and Procedural Guidelines, including the health and safety protocols as posted on the Board website. One of the primary purposes of the OHSA is to facilitate a strong internal responsibility system (IRS) in the workplace.

The Internal Responsibility System (IRS) means that everyone in the workplace has a role to play in keeping workplaces safe and healthy. Workers in the workplace who see a health and safety problem such as a hazard or contravention of the OHSA in the workplace have a statutory duty to report the situation to the employer or a supervisor. Employers and supervisors are, in turn, required to address those situations and acquaint workers with any hazard in the work that they do.

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

The parties recognize the responsibility of the Board and employees to report any workplace accident, injury or work-related disease in accordance with the Workplace Safety and Insurance Act.

The Board and the employees recognize their obligations under the Occupational Health and Safety Act (OHSA) and its accompanying regulations.

The parties agree that any employee shall have the duty to raise health and safety issues to their immediate Supervisor and that the Supervisor shall investigate such health and safety issues and when necessary bring the matter forward to the Joint Health and Safety Committee (JHSC).

Dated this 8th day of March, 2023.

For the Employer:

J Chikelli

D Pirillo

Steve Brown

For the Union:

Crystal Kuratas

LETTER OF UNDERSTANDING (F)

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

Canadian Union of Public Employees and its Local 4148 (Plant)

RE: Before and After School Programming

The Employer shall provide an updated list of schools that have before and after school daycare on September 1 of each year, or as changes to programs take effect.

Dated this 8th day of March, 2023.

For the Employer:

For the Union: