

SEPTEMBER 1ST, 2022 - AUGUST 31ST, 2026

**AGREEMENT
BETWEEN**



**BRUCE-GREY
CATHOLIC DISTRICT SCHOOL BOARD**
(Hereinafter called the Board)

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3447.00
(CUSTODIANS)**
(Hereinafter called the employees)

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APPENDIX I
CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

a. **Dispute Resolution**

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

b. **Not Adjudicative**

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

C4.6 Role of the Central Parties and Crown

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

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

b. The Crown shall have the following rights:

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

- a. Timelines may be extended by mutual consent of the parties.
- b. Working days shall be defined as Monday through Friday excluding statutory holidays.
- c. Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.

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

C4.15 Voluntary Mediation /Expedited Meditation

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

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

C4.16 Arbitration

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #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:	Central File #:
Withdrawn Resolved Referred to Arbitration	
Date:	Co-Chair Signatures:
This form must be forwarded to the Central Dispute Resolution Committee Co-Chairs no later than 30 working days after becoming aware of the dispute.	

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - Medical Certificate

PART 1

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

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

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

<p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>_____ dd _____ mm _____ vvvv</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ vvvv</p> <p>Signature _____ Date _____</p>	<p>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.</p> <p><u>Please return the completed form to the attention of:</u></p>
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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* (<i>please do not include diagnosis</i>):	
Date of Assessment: dd mm yyyy	No limitations and/or restrictions <input type="checkbox"/> Return to work date: dd mm yyyy For limitations and restrictions, please complete Part 2.
Health Care Professional, please complete the confirmation and attestation in Part 3	
PART 2 – Physical and/or Cognitive Abilities Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings. (<i>please complete all that is applicable</i>)	

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

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

Please identify the assessment tool(s) used to determine the above abilities (*Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.*).

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

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

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

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

Have you discussed return to work with your patient?

Yes No

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

Regular full time hours Modified hours
 Graduated hours

Start Date: **dd mm yyyy**

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues: 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.

PART B - Local Terms

CUPE – PART B: LOCAL TERMS

ARTICLE 1 - STATEMENT OF PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.

ARTICLE 2 – RECOGNITION

2:01

- a) The Board recognizes the Canadian Union of Public Employees and its Local 3447 as the sole exclusive collective bargaining agent for all of its employees engaged in maintenance and plant operations, save and except supervisor, persons above the rank of supervisor and office staff, subject to the Decision of the Ontario Labour Relations Board dated November 30, 1976.
- b) Students employed pursuant to a co-operative education/training program in conjunction with a school, college or university; students employed on a casual basis and on special projects during vacation periods; and persons employed under an employment assistance program are not covered by this agreement. No current member of the bargaining unit will suffer the loss of employment due to the employment of individuals as outlined in this clause, nor will any bargaining unit work be lost due to such placements.

ARTICLE 3 - MANAGEMENT RIGHTS

3:01

- a) The Union recognizes the right of the Board to hire, direct, classify, transfer, promote, demote, lay off, and the right to discipline, suspend, or discharge for just cause any employee subject to the right of the employee concerned to lodge a grievance in a manner and to the extent herein provided and subject to Article 9:06 regarding the discharge of probationary employees.
- b) The Union recognizes further, the right and duty of the Board to operate and manage its school system in accordance with its obligations and to make from time to time reasonable written rules and regulations to be observed by employees.
- c) The Board agrees that it will not exercise its functions in a manner inconsistent with the provisions of the Agreement.
- d) Prior to the establishment or modification of Board policy which will impact employees, the Board shall consult with the Bargaining Unit Executive.

ARTICLE 4 – DEFINITIONS

4:01 The following definition applies for the purposes of this collective agreement:

Permanent Full-Time Custodian - an employee covered by the terms of this collective agreement who regularly works 40 hours per week.

Permanent Custodian - an employee covered by the terms of this collective agreement who regularly works 25 hours per week or greater and less than 40 hours per week.

Permanent Part-Time Custodian - an employee covered by the terms of this collective agreement who regularly works less than 25 hours per week.

Casual Custodian - an employee who is a member of the bargaining unit and does not work a regular number of assigned hours or days per week, but works when called by the Employer to do so.

ARTICLE 5 - NO DISCRIMINATION

5:01 The parties agree that, in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or the Board.

ARTICLE 6 - NO STRIKE OR LOCKOUT

6:01

- a) In view of the orderly procedure established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this agreement or any agreed upon extension thereof, there will be no strike, slowdown or stoppage of work either complete or partial, and the Board agrees that there will be no lockout.
- b) Any employee who violates this clause (6:01 (a)) may be subject to discipline including discharge.

ARTICLE 7 - UNION SECURITY

7:01 As a condition of their continued employment, all employees as defined in Article 2 of this agreement shall become and remain members in good standing of the Union in accordance with the Constitution and By-Laws of the Union. All new employees shall become and remain members in good standing in the Union upon completion of their probationary period.

7:02 The Board agrees to deduct Union dues from every employee in accordance with the Union Constitution and By-Laws. The Union agrees to advise the Board, in writing, of the amount of dues to be deducted. The dues shall be deducted from each bi-weekly payroll and will be forwarded to the National Secretary-Treasurer of the Union not later than the 15th of each month. A list of names of employees from whose wages the deductions have been made will be provided by the Board. The Union shall indemnify and save the Board harmless with respect to all Union dues so deducted and remitted.

7:03 T4 slips will be issued annually to employees and shall show deductions made for Union dues.

7:04 The Union will not, nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Board without the authorization of the Executive Manager of Human Resources or designate.

7:05 Union Conventions and Seminars

- a) The Union may request that not more than five (5) members in total of the bargaining units at any one time be given leave without pay to attend a union convention or seminar. Such requests must be submitted in writing by the Recording Secretary (or designate) of the Union at least one month in advance of the time off requested and are subject to approval by the Executive Manager of Human Resources.

7:06 Membership in the Union

It is the mutual desire of the Board and the Union that all employees shall exercise their rights under this collective agreement, or the applicable statutes of Ontario, in a professional and responsible manner without any fear of discrimination or recrimination.

7:07 Contact Information

- a) The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, address, telephone number, and work e-mail.
The list will also indicate the employee's work site and employment status and if the employee is on a leave of absence.
The employee contact list will be provided to the Union President within 1 week following October 31 and March 31 annually, upon completion of the HRIS system upgrade.
- b) The employer will also provide the Union, monthly (upon completion of the HRIS system upgrade) with an employee list containing the following information electronically, for all employees in the bargaining unit:
 - i. Work location
 - ii. Job title / classification
 - iii. Employment status: permanent, temporary, casual
 - iv. New hires
 - v. Employees on leave, including the reason for the leave and their replacement

NOTE: Parties agree with the understanding that the information continues to be shared in a timely fashion prior to implementation of the new HRIS System upgrades.

7:08

a) New Employees

The Board will acquaint new employees with the fact that the Union is the bargaining agent, and that there is a Collective Agreement in effect. The Board will direct the employee to the Collective Agreement on the Board's website as well as provide the names and contact information of their Union Executive.

b) Orientation Sessions

Where the Board conducts staff orientation sessions, the Union will be invited to attend and provide a thirty (30) minute presentation about membership in the Union at no extra cost to the Board.

7:09 Notification of New Hires

The Union shall be notified of the full name, employment status, start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

ARTICLE 8 - UNION REPRESENTATION

8:01 Union Executive

- a) The Board recognizes the right of the Union to elect an executive Board whose duties shall be to assist any employee which the union represents.
- b) The names of the members of the executive board from time to time selected shall be given to the Board in writing each September and the Board shall not be required to recognize any such executive until it has been so notified in writing.
- c) The Union agrees to supply the Board with names of the Committee members and will keep such list current at all times.
- d) The Union acknowledges that the respective committee members have regular duties as employees to perform and that such persons will not leave their regular duties without first obtaining the permission of the Manager of Facility Services or designate.

8:02

- a) The Board recognizes the right of the Union to appoint or elect a Negotiating Committee composed of not more than a combined total of six (6) members and a representative of the Canadian Union of Public Employees. The Union recognizes the right of the Board to appoint a Negotiating Committee composed of not more than six (6) members. The Board and the Union will recognize and deal with the Negotiating Committee members of each party for the purpose of reaching an agreement.
- b) The Board agrees that where permission has been granted to representatives of the Union to leave their employment during their normal work schedule in order to carry on negotiations with the Board, or with respect to a grievance, they shall suffer no loss of pay or seniority.
- c) The Board recognizes the right of the Union to have the assistance of a Representative of the Canadian Union of Public Employees when meeting or negotiating with the Board.

8:03 Labour Management Committee

- a) The Labour Management Committee shall continue to meet at the request of either party to the collective agreement, but not less than, three (3) times a calendar year, in order to examine concerns and/or problems in the area of personnel relations and/or interpretation of the collective agreement which may arise and, to seek solutions to these concerns and/or problems. The deliberations of this committee shall not delete, modify or amend any clause in the collective agreement.
- b) Any additional meetings of the Labour Management Committee shall be arranged between the President of the Union and the Executive Manager of Human Resources or designate within 10 days of the request being made or such longer period as may be mutually agreed.

- c) The Labour Management Committee shall consist of a combined total of up to four (4) representatives of the Union and up to four (4) members of Administration. Employees shall not suffer any loss of pay for time spent at such meetings.
- d) The Executive Manager of Human Resources and Union President shall be designated as joint chairpersons and shall alternate in presiding over meetings. The minutes shall be distributed to those in attendance within ten (10) working days of the meeting and shall be reviewed and accepted at the next meeting.

8:04 Grievance Committee of the Union

The Board recognizes the right of the Union to appoint or elect a Grievance Committee of the Union. The Union will inform the Board of the members of the Committee annually. The Union will have no more than three (3) representatives at any one Grievance Committee meeting. The Board will not be required to recognize any member of the Grievance Committee of the Union until it has been so advised in writing.

8:05 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Manager of Human Resources and the President of the local Union or designate and a copy to the Office of the National Representative.

8:06 Operational Review Committee

- a) Committee Membership
 - 2 Custodians, appointed by the local union executive
 - the Supervisor of Health and Safety
 - the Manager of Facility Services or designate
- b) The purpose of the committee is to assess and make recommendations on supplies and equipment being used and/or proposals for new products.
- c) Meetings, as required, to be arranged between the Union President or designate and the Executive Manager of Human Resources or designate.
- d) Where training is necessary and appropriate due to a technological change, it will be provided at the discretion of the Board.

ARTICLE 9 - DISPUTE RESOLUTION PROCEDURE

9:01 Definition of a Grievance

A grievance under this agreement shall be defined as any difference or dispute relating to the application, administration, or alleged violation of this agreement.

9:02 Grievance Procedure

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Informal Stage

Any dispute should first be discussed with the School Principal or the Immediate Supervisor within ten (10) working days of the event or circumstances giving rise to the complaint. The employee shall have the right to representation by the Union, for such meeting with the School Principal or Immediate Supervisor. If the dispute is not resolved within five (5) working days of informal discussion, a formal grievance may be filed at Step One by the Union to the Executive Manager of Human Resources, with a copy to the School Principal/Supervisor.

Step 1

If the matter is not resolved at the Informal Stage, and the employee concerned wishes to pursue the matter further, and the Grievance Committee of the Union considers the grievance to be justified, the employee concerned shall, within five (5) working days after the receipt of the response referred to in the Informal Stage, submit a written statement of the grievance and redress sought to the Executive Manager of Human Resources. The Executive Manager of Human Resources or designate shall hold a meeting with the employee concerned and a member of the Grievance Committee of the Union within five (5) working days after receipt of the grievance and will render a decision in writing within a further five (5) working days.

Step 2

Failing satisfactory settlement being reached under Step 1, the employee concerned together with a member of the Grievance Committee of the Union shall, within seven (7) working days after receipt of the Step 1 decision, submit the matter in writing to the Executive Manager of Human Resources who shall arrange an in-camera meeting with the Director of Education within ten (10) working days after receipt of the grievance. The Executive Manager of Human Resources shall convey the decision of Administration in writing to the Union within five (5) working days from the date of the meeting.

Step 3

Failing satisfactory settlement being reached under Step 2, the Union may, within fifteen (15) working days after receipt of the decision in Step 2, refer the grievance to Arbitration and so inform the Board. If the grievance is not referred to Arbitration and the Board so informed within fifteen (15) working days after receipt of the decision in Step 2, the right to refer the matter to arbitration shall be forfeited.

Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, a policy grievance may be initiated by either party at Step 2 of the Grievance Procedure. Grievances of this nature shall be signed by an Officer of the Union or of the Board as the case may be.

9:03 Mediation

Prior to any grievance proceeding to arbitration, the parties may mutually agree to grievance mediation. The parties shall share equally the fees and expenses, if any, of the mediator. Either party reserves the right to proceed to arbitration failing a satisfactory settlement.

9:04 Arbitration

- a) Failing settlement of a grievance as provided in Article 9:02, either party may file for a Board of Arbitration or a Single Arbitrator pursuant to the Ontario Labour Relations Act.

- b) Each party shall pay costs as follows:
 - i. The fees and expenses of the Arbitrator it appoints.
 - ii. One-half of the fees and expenses of the Chairperson.
 - iii. One-half of the fees and expenses of a Single Arbitrator.

9:05 Employees who are covered by this agreement shall be required to follow the procedures as laid down in Article 9 and any employee who appeals directly to any Trustee of the Board may be subject to discipline under Article 3:01.

9:06

- a) A probationary employee may be discharged without just cause. In the case of job performance deficiencies, a probationary employee will not be discharged without due process having been provided by first having been notified of the pending action, advised of the standard(s) to be met, and given an opportunity to meet the expectations.
- b) A grievance may be submitted by or on behalf of a probationary employee concerning disciplinary action or discharge. It is agreed, however that any grievance submitted by or on behalf of a probationary employee concerning discharge shall only address the issue of whether due process has been provided pursuant to paragraph (a) above.

9:07 The time limits specified in the Grievance Procedure may be extended by mutual written consent but lack of such consent shall not be grounds for a grievance.

ARTICLE 10 - DISCHARGE OR SUSPENSION

10:01 The Board shall not discharge or suspend any employee with seniority without just cause. The Board shall direct a letter to the employee concerned and the Union, stating its reasons for any discharge or suspension. An employee who wishes to grieve such discharge or suspension shall do so by submitting a grievance to the Executive Manager of Human Resources, as outlined in Step 2 of Article 9:02 of this Agreement, within ten (10) working days of the discharge or suspension.

10:02 Disciplinary letters and/or notices of suspension will be removed from an employee's personnel file twenty-four (24) months from the date of the incident provided:

- a) that the employee submits a written request that the letter and / or notice be removed; and
- b) that the employee has not been disciplined for any related misconduct during the twenty-four (24) months in question.
- c) All current employees may access their personnel files once per calendar year, at a time convenient with the Executive Manager of Human Resources. It is understood that during the examination of the personnel records, the Executive Manager of Human Resources will be present. Upon request, copies of the employee's records will be made available to the employee.

ARTICLE 11 – SENIORITY

11:01

- a) The seniority of employees shall be established after a probationary period of six (6) months and shall date from the time any such employee first entered permanent employment with the Board.
- b) The probationary period specified above may be waived after three (3) months based upon the recommendation of the Manager of Facility Services or designate.
- c) All employees during their probationary period, shall undergo a medical and provide a copy of the results to the Executive Manager of Human Resources.
- d) A seniority list shall be prepared and distributed to each school and to the Secretary of the Union no later than November 15 and April 15 annually.

11:02

- a) In the event of a reduction in staff, a lay-off shall be according to seniority. Employees on probation followed by those with the least seniority shall be laid off first. Recall of employees shall be in reverse order to lay-off.
- b) No new employees shall be hired without first recalling employees who are on lay-off, providing the employees recalled are qualified and available to do the work.

11:03 Seniority rights shall cease for any of the following reasons:

- a) The employee terminates their employment with the Board.
- b) If the employee is discharged and not reinstated through the grievance procedure.
- c) If the employee fails to report for duty for two (2) working days without notifying the Manager of Facility Services or designate or furnishing satisfactory reasons for such failure.
- d) If an employee is on lay-off and twenty-four (24) months have elapsed from the day the lay-off commenced.
- e) If the employee fails to report to work within three (3) days of being notified of a recall from layoff.
- f) If the employee fails to return to work after an authorized leave of absence.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12:01 Transfer Process

When a vacancy for a permanent position occurs or a new position is created inside the bargaining unit, the Board will staff the position in the following order:

- a) Permanent employees who have requested a lateral transfer to that location will be considered in seniority order. Requests for transfer will be accepted up to and including April 1st and are valid for the following school year. Lateral transfer refers to an equal position of hours and pay (no increase in pay/hours or change of classification). All lateral

transfer requests must be submitted to the Manager of Facility Services and/or Designate who will then forward to Human Resources.

- b) If no permanent employee has requested a lateral transfer to that site, the Board will post the vacancy. Employees who are interested in applying for a vacancy must do so, in writing, within five (5) working days of the notice having been posted.

12.02 Job Posting

- a) Following the process outlined in 12.01, when a vacancy occurs, the Board will post a notice of the opening on Apply to Education (Simplication). The notice shall contain a summary description of the requirements for the job, as determined by the Board, as well as the hours of work, and work location applicable to the job at the time of posting. The parties acknowledge that the hours of work and work location reflected in such notices are subject to change in accordance with the terms of the collective agreement. Members of the bargaining unit who are interested in applying for a vacancy must do so, in writing, within five (5) working days of the notice having been posted. Employees going on leave may advise the Employer, in writing, with a copy to the Union, prior to the commencement of, or during a leave that they wish their name entered as an applicant on postings that may arise during their leave.
- b) Except in the case of a promotional opportunity to a higher classification, any employee who has accepted a permanent position under this Article shall not be entitled to a posted permanent job for three (3) months from start date.

Further, any employee who has accepted a temporary posting shall complete the term of the position, or three months, whichever comes first, before being eligible to apply for any other posted temporary position.

12:03 The Union shall be notified as soon as possible of all staffing appointments, hirings, lay-offs, transfers, recalls, terminations, resignations, retirements, and letters of discipline, of all persons in the bargaining unit.

12.04 When filling any posted vacancy that is a promotion to a different classification, the Employer will consider the knowledge, training, skill and ability of the individual to perform the normal required work and where these factors are relatively equal, seniority shall govern. If the applicant is currently holding a position in the classification or in a higher classification (according to Schedule A) listed on the posting, then seniority shall prevail. If the job is not filled by an internal applicant, the Board reserves the right to hire externally.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

The Board and the Union agree that Articles 13:02, 13:03, and 13:04 apply to only Permanent Full-Time Custodians and Permanent Custodians. Articles 13:06, 13:07 and 13:08 apply to only Permanent Part-time Custodians.

13:01 The standard work week for all employees covered by this agreement, shall be Monday to Friday with the hours defined as per Article 4.01.

13:02 Hours of Work When School is Not in Session - Employees, other than Permanent Part-time Custodians

All employees covered by this agreement, other than Permanent Part-time Custodians, who are required to work when school is not in session, may opt to work one of the following hourly schedules based on their regular hours of work defined as per Article 4.01

- a) 7:00 a.m. to 3:30 p.m. with one-half hour unpaid lunch, Monday to Friday
- b) 7:00 a.m. to 4:15 p.m. with one-half hour unpaid lunch, Monday to Thursday
7:00 a.m. to 12 noon Friday
- c) Summer hours may differ from above upon mutual agreement with the Board and all employees involved at the school.

13:03 Hours of Work When School is in Session - Employees, other than Permanent Part-Time Custodians

- a) Schools with one shift.
 - i. The Union recognizes that it is the function of the Board to schedule hours of work and it is the obligation of employees, other than Permanent Part-Time Custodians, to work the hours scheduled, between the hours of 6:00 a.m. to 6:00 p.m. Monday to Friday inclusive. (with at least a one-half hour [30 minutes] unpaid lunch).
 - ii. If mutually agreed by the Parties to the Collective Agreement, a schedule may be followed outside the hours indicated in Clause (i) above.
- b) Schools with more than one shift.
 - i. The work week for all Permanent Full-Time Custodians and Permanent Custodians shall be based on their regular hours of work as per Article 4.01, consisting of five (5) consecutive workdays as follows:
 - Dayshift – between the hours of 6am and 6pm (with at least a one-half hour [30 minutes] unpaid lunch), Monday to Friday.
 - Mid-shift - between the hours of 10am and 10pm (with at least a one-half hour [30 minutes] unpaid lunch), Monday to Friday.
 - Afternoon shift - between the hours of 2pm and 12am (with at least a one-half hour [30 minutes] unpaid lunch), Monday to Friday.
 - ii. The Board will pay a shift premium of 3% of the employee's hourly rate on any shift established in b) i) of which more than 50% of the hours are worked after 3 p.m.

13:04 All time worked in excess of 40 hours per week as directed by the Manager of Facility Services or designate shall be paid at the rate of time and one-half. The employee may take time off, at the rate of time and one-half, in lieu of overtime pay provided that:

- a) such request is approved by the Manager of Facility Services or designate in advance of the overtime hours being worked; and
- b) that the scheduling of the time off is approved by the Manager of Facility Services or designate;

- c) time off is to be taken in either half day or full day segments.

13:05

- a) An employee who is called back to work outside their regular working hours shall be paid a minimum of two (2) hours at the overtime rate. Call backs within one hour of the normal start time will be paid at straight time from the time of call until the start of the normal shift.
- b) All callbacks must be approved by the Manager of Facility Services or designate.

13:06 Hours of Work – Permanent Part-time Custodians

- a) The standard work week for all Permanent Part-time Custodians covered by this agreement shall not exceed twenty-four (24) hours; the 24-hour maximum does not apply during school vacation periods (i.e. Christmas, Midwinter break, summer).
- b) Permanent Part-time Custodians, who work a forty (40) hour week when school is not in session, shall work one of the following schedules, which must coincide with the schedule worked by the Permanent full-time custodian and/or the Permanent Custodian:
 - i. 7:00 a.m. to 3:30 p.m. with one-half hour unpaid lunch, Monday to Friday.
 - ii. 7:00 a.m. to 4:15 p.m. with one-half hour unpaid lunch, Monday to Thursday, 7:00 a.m. to 12 noon Friday.
 - iii. Summer hours may differ from above upon mutual agreement with the Board and all employees involved at the school.

13:07 Overtime During School Vacation Periods – Permanent Part-time Custodians

Permanent Part-time Custodians who are scheduled to work over forty (40) hours per week, and directed by the Manager of Facility Services or designate to work overtime shall be paid at the rate of time and one-half.

13:08 Temporary Assignments

- a) The Board will survey each Permanent Part-time Custodian annually to determine their intention to be included on an ongoing list for additional hours and locations willing to work. They will be called to fill temporary assignments for employees on vacation, on leave of absence, or who are ill.
- b) The temporary assignments will be offered to Permanent Part-time Custodians as follows:
 - i. Short-Term Assignments
To Permanent Part-time Custodians within a facility on a seniority basis
 - ii. Long-Term Assignments (for specific Board approved extended leaves)
On a seniority basis:
 - firstly to Permanent Part-time Custodians within a facility,
 - secondly to Permanent Part-time Custodians outside the facility but within the bargaining unit.

- c) Whenever the temporary assignment replaces an employee who regularly works more than 24 hours per week the Part-time Custodian shall be paid at the applicable rate.
- d) If the Board, after using the procedure outlined above, is unable to find a Permanent Part-time Custodian to replace the employee on vacation, leave of absence or who is ill, it reserves the right to place a casual custodian in the position for a period not exceeding six (6) months. Casual custodians shall not become permanent or probationary employees and shall only be covered by Article 2:01, Article 7 - Union Security, Article 13 - Hours of Work and Overtime, Articles 20:01, 20:02 and the applicable Schedule A, Permanent Part-time Custodian rate. It is understood and agreed that casual custodians may file a grievance pursuant to Article 9 - Dispute Resolution Procedure but only with respect to issues arising directly from the Articles listed in this paragraph as being applicable to casual custodians. In the event that any casual custodian is hired by the Board at the conclusion of their casual employment, their seniority will not be credited for the purposes of the collective agreement. It is the intention of the parties to this collective agreement that no employee who has seniority will be laid off by reason of the Board hiring employees pursuant to this Article.

13:09 Employees shall be permitted one rest period of fifteen (15) minutes for each four (4) hour period worked and there will be two rest periods during each eight (8) hour shift of work.

ARTICLE 14 - LEAVES OF ABSENCE

14:01 Bereavement Leave

- a) An employee shall be entitled to five (5) consecutive working days leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral of a member of the immediate family. One day of entitlement may be held back for the purpose of attending the interment or celebration of life if it is scheduled later. The immediate family shall be defined as spouse, child, parent, brother or sister.
- b) An employee shall be entitled to three (3) consecutive working days leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral of a member of the extended family. One day of entitlement may be held back for the purpose of attending the interment or celebration of life if it is scheduled later. The extended family shall be defined as mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent or grandchild.
- c) An employee shall be entitled to one (1) day leave of absence with pay and no loss of sick leave for the purpose of attending the funeral of an aunt, uncle, niece or nephew.
- d) Additional time may be granted upon request at the discretion of the Executive Manager of Human Resources or designate.

14:02 Voluntary Leave of Absence

Permanent Employees with seniority may apply for a Leave of Absence without loss of seniority if a written application is submitted and approved in accordance with the Policy of the Board.

14:03 Pregnancy and Parental Leave

- a) For all permanent employees a parental leave of up to two days will be granted without loss of wages or seniority on the day of, or day after the birth of a child, or (if applicable) on the day of the hospital release of the individual delivering the child.
- b) To support the administration of Central Terms and to receive the supplementary employment insurance benefits plan (SEB) for employees on pregnancy leave, the employee must supply the Board with adequate information from Service Canada reflecting their waiting period and weekly payment.
 - 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 their child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
 - ii. Fulltime 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. Fulltime and parttime 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 their child, whichever is less.
 - vi. Employees not defined above have no entitlement to the benefits outlined in this article.

14:04 Jury Duty

An employee shall be granted a leave of absence with pay if the employee is compelled to attend court for jury duty or as a witness under subpoena provided the employee remits to the Board any jury fees or witness fees received exclusive of travelling allowances and living expenses that the employee receives as a juror or witness.

14:05 Inclement Weather

Employees absent when roads from their home to their place of work are impassable shall be allowed to use earned leave day, lieu time, vacation time or make up the time lost as directed by the Manager of Facility Services or designate, by mutual consent.

14:06 Personal Earned Leave Plan

It is the purpose of this plan to provide personal earned leave for reasons other than sick leave. The plan is intended to relate to the individual employee, give recognition for a record of good attendance, and allow for personal leave with pay.

- a) Annually, for the period September 1st to August 31st, the Board shall calculate the average rate of absenteeism per employee for the system.
- b) Each employee, other than a Permanent Part-time Custodian, with a rate of absenteeism less than the average calculated in (a) above times 110% (i.e. $3.83 \times 110\% = 4.21$) shall be awarded a credit of one (1) day in an earned leave bank as of September 1st in the year following the year of calculation. Permanent Part-time Custodians with a rate of absenteeism less than the average as specified above shall be awarded a credit of one (1) shift in an earned leave bank as of September 1 in the year following the year of calculation, one shift being defined as the average number of hours an individual worked per day during the period year. (i.e. The calculation for the period September 1, to August 31, of each school year will be credited on September 1, of the following school year.)
- c) The earned leave bank may accumulate up to a maximum of five (5) earned leave days, or shifts, as the case may be. Permanent Custodians, other than Permanent Part-time Custodians, shall be entitled to a pro-rated number of earned leave days. To qualify for the plan, an employee must have been employed by the Board for one full year prior to September 1st of each year.
- d)
 - i. Earned leave days or shifts, as the case may be, with pay may be used at the discretion of the employee. Requests for an earned leave must be made to the Manager of Facility Services or designate.
 - ii. Where an employee wishes to use an earned leave day or shift, as the case may be, immediately prior to or following a statutory holiday or holiday period, prior written approval must be given by the Executive Manager of Human Resources. These requests shall be limited to one (1) per school.
- e) A statement of earned leave days or shifts, as the case may be, will be issued to each permanent employee by October 31st in each year.

14:07 Union Leave

Requests for leaves of absence for union members shall be sent to the Executive Manager of Human Resources for approval. During the leave of absence, the employee's salary and applicable benefits shall be maintained by the Board on the basis of what their normal regular hours of work would have been, provided the Union reimburses the Board in the amount of such salary and mandatory deductions.

14:08 Emergency Leaves

Any member of the Unit may apply for an emergency leave, without pay, for up to ten (10) days per year in accordance with the Employment Standards Act. Written application to the Executive Manager of Human Resources shall be made in advance whenever possible.

An employee shall be granted a leave of absence without loss of pay but with deduction from sick leave credit, in crisis situations, which include, but are not limited to the hospitalization of

family members, fire or violence within the home. Crisis shall be interpreted to mean a time of grave danger.

ARTICLE 15 - PAID HOLIDAYS

15:01 The Board will grant to all Employees without loss of pay the following holidays:

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

15:02 After successful completion of their probationary period, employees covered under this Agreement, shall be entitled to one float day in addition to the above mentioned holidays in 15:01. The float day will be taken during Christmas break, March break, summer break with no replacement required at a time mutually agreeable to the employee and their supervisor. If an additional public holiday is proclaimed by either the Federal or Provincial Government, the float day shall be eliminated on January 1st of the year the proclaimed holiday comes into effect.

15:03 Should any of the holidays in 15:01 fall on a Saturday or Sunday either the previous Friday or Monday will be declared a holiday in lieu by the Board.

15:04 In order to qualify for payment for the holidays under Article 15:01, an employee must work their last scheduled working day immediately preceding and immediately following the holiday unless the employee was absent due to:

- a) illness which commenced in the current pay period in which the holiday occurred;
- b) vacation granted by the Board.

15:05 An employee required to work on a paid holiday shall be paid for such work at the rate of time and one-half. This is in addition to salary to be paid for the holiday.

15:06 Part-time staff shall receive holiday pay in accordance with the *Employment Standards Act*.

ARTICLE 16 – VACATIONS

The Board and the Union agree that Articles 16:01, 16:02, 16:03, 16:05, 16:06 and 16:07 only apply to Permanent Full-Time Custodians and Permanent Custodians, and that Article 16:08 only applies to the Permanent Part-time Custodians.

16:01 Employees, other than Permanent Part-time Custodians, with less than one (1) year of service as of July 1st shall receive one (1) days' vacation for each month of service to a maximum of ten (10) days.

16:02 Employees, other than Permanent Part-time Custodians, with more than one year seniority as of July 1st in any year shall be entitled to vacation with pay as follows:

Vacation Period:	Seniority:
2 weeks	After 1 year
3 weeks	After 3 years
4 weeks	After 10 years
5 weeks	After 19 years
6 weeks	After 25 years

Where an employee, other than a Permanent Part-time Custodian, leaves the employ of the Board before June 30th of any year, they shall be paid a vacation pay (in lieu of vacation time) based on gross wages earned since July 1st of the current year, as follows:

Seniority:	Vacation Pay:
1 year	4%
3 years	6%
10 years	8%
19 years	10%
25 years	12%

Vacation for employees, other than Permanent Part-time Custodians, shall be taken in the year following the year in which it was earned and shall not be carried forward to the following year. An exception to this may be made when it is established that the employee is taking vacation out of Canada. Such request must be submitted in writing and is subject to approval by the Executive Manager of Human Resources.

16:03 Vacation Time

- a) All employees covered by this agreement, other than Permanent Part-time Custodians, shall schedule the first two weeks of their vacation period subject to the following: between the period beginning the day after school closes in June and Labour Day, as arranged with and approved by the Manager of Facility Services or designate.
- b) Employees, other than Permanent Part-time Custodians, eligible for three (3) or more weeks of vacation shall take the balance of their vacation time that exceeds two (2) weeks at any time mutually agreeable to the Board and the employee, as arranged with and approved by the Manager of Facility Services or designate.
- c) Any exceptions to the above clauses must be mutually agreeable to the parties and be requested in writing to the Manager of Facility Services or designate.

16:04 Vacation pay shall be subject to all normal deductions made from an employee's pay.

16:05 Where an employee's scheduled vacation is interrupted due to a serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. The illness must be verified by a doctor's note.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

16:06 In the event of the death of an employee's immediate family as defined in 14:01 a) occurring while on scheduled vacation, bereavement leave provisions will prevail and the vacation will be rescheduled.

16:07 Permanent Part-time Custodians that work a twelve-month year:

- a) shall be paid vacation pay based on previous year's gross earnings as follows:

Service Credit to:	
6,239 hours	4%
6,240 to 20,799 hours	6%
20,800 to 41,599 hours	8%

41,600 hours or more 10%

Vacation pay will be paid out the last pay in November.

- b) shall be granted unpaid vacation leave based on the number of calendar years of service:

<u>Vacation Period</u>	<u>Years of Service</u>
2 weeks	After 1 year
3 weeks	After 3 years
4 weeks	After 10 years
5 weeks	After 20 years

16:08 Vacation pay shall be paid each pay for casual employees.

ARTICLE 17 – SICK LEAVE

Sick Leave Provisions are provided in Section 6 of Part A of this Collective Agreement and LOU #8.

17:01 Sick Leave

- a) Definition: Sick Leave with pay is defined as absence due to sickness or acute inflammatory condition of the teeth or gums as provided for in the *Education Act*, including absence to attend medical and/or dental specialists appointments which are not elective in nature for the treatment of a diagnosed illness.
- b) Approved sick leave absences will be deducted from sick leave entitlement but in no case shall an employee suffer both the loss of pay and the loss of sick leave days for the same absence
- c) For specialists appointments, the employee will submit a medical certificate stating the date and reason for the appointment.

17:02 To encourage appropriate use of sick leave, an employee may be required to obtain a certificate from a qualified medical practitioner certifying that the employee is/was unable to carry out their duties due to a certified illness. The Union recognizes that the Board may request an alternative medical opinion from a physician of its choice, at its expense.

17:03 When an employee, is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they shall retain their cumulative credit, if any, existing at the time of such leave or lay-off.

ARTICLE 18 - RETIREMENT AND PENSION PLAN

18:01 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.

18:02 The Ontario Municipal Employee's Retirement System (OMERS) will apply to all employees covered by this agreement. Part-time employees eligible under the requirements of OMERS may request enrolment in the pension plan. The Board will match the employee's contributions as per the OMERS scale.

18:03 All eligible employees are required, as a condition of employment, to enroll in the OMERS plan.

ARTICLE 19 – BENEFITS

Benefit Provisions are provided for in Part A, Central Terms.

19:01 Benefits

- a) Eligible employees may, while on a leave of absence, arrange to continue to be enrolled in the Employee Benefit Plans, provided that they agree to assume the cost of the premiums. Arrangements for continued participation and the method of payment may be made through the Supervisor of Payroll Services. Participation and arrangements are subject to the terms and conditions of the carrier of each benefit plan.
- b) All eligible employees are required as a condition of employment to enroll in the Benefit Plans above unless they provide evidence of coverage carried by a spouse.

19:02 Long-term Disability Plan

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.

Permanent Full Time and Permanent Custodian are eligible for the LTD Benefits subject to the Terms and conditions of the Carrier.

- a) The Board will pay 100% of the premiums for the term of this agreement for the Long Term Disability Group Plan Basic Benefit. If an increase or decrease in rates occurs, the Board will continue to pay 100% of the premiums and the increase/decrease will be calculated into the cost of the next agreement.

b) Administration of L.T.D.

Where it has been determined:

- i. After 2 years on L.T.D., that an eligible employee, is totally disabled and cannot return to their normal employment with the Board;

OR

- ii. That the eligible employee has taken up other employment and/or is eligible for other employment

Then the individual will be considered to have ceased their employment with the Board and the Board will terminate their employment for health and medical reasons.

c) Mandatory Participation Clause

All eligible employees are required to enroll in the Long Term Disability Plan as outlined in this Article.

19.03 El Premium Reduction Plan

- i. The employees acknowledge the Board's Plan and its registration with Service Canada, which results in a reduction in employer employment insurance premiums.
- ii. The employees agree that the net savings arising from the reduction in premiums has been used to share equally in the funding of an Employee Assistance Program and that this practice will continue.
- iii. The employees agree that, effective January 1, 1998, after funding the above-noted program and fees, any unused balance will be proportionately distributed as follows:
Board Share = 7/12
Employee Share = 5/12
- iv. The parties agree to re-calculate the percentages to include Principals/Vice-Principals.
- v. Each employee group will determine how their share is to be spent (e.g. charity, education or worthy cause).
- vi. The Board will transfer each employee group's share of any unused balance on or before February 28 of each year.

19.04 Payroll Savings Plan

The Board will make available payroll savings plans on the provision that sufficient employees enrol in such plans to make them viable.

19:05 Workplace Safety & Insurance Board (WSIB)

Workplace Safety & Insurance Board provisions are provided in Section 6 of Part A of this Collective Agreement.

An employee who is injured in the course of their duty and is unable to perform their regular duties and is receiving an indemnity from the Workplace Safety & Insurance Board will be entitled to receive:

- a) Commencing with the date of a compensable accident up until twenty days/shifts or equivalent have been used:
 - i. Such benefits as awarded by the Workplace Safety & Insurance Board.
 - ii. A supplementary amount to increase their earnings after taxes, to an amount equal to net earnings received prior to the injury for a maximum of 20 days.
 - iii. Employee benefits entitled to prior to injury.

- b) When the twenty days have been used, the individual shall receive such benefits as awarded by the Workplace Safety & Insurance Board.

- Definition of shift:

- One shift being the average number of hours an individual worked per day during the previous year.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20:01

- a) The Board shall pay wages in accordance with Schedule "A" on a bi-weekly basis during the calendar year. A calendar of pay dates shall be provided to each employee.
- b) Classification as listed on Schedule A shall not be altered, deleted or amended except by mutual agreement in writing.

20:02 On each pay day, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions, in a confidential manner.

20:03 The method of payment shall be by deposit to each employee's bank account, except when a holiday falls on a pay day, payment shall be made on the nearest previous working day.

20:04 Employees required to use their own vehicle on behalf of the Board's business as authorized by the Manager of Facility Services or designate shall be paid a kilometric rate in accordance with Board Policy.

20:05 While on a Long-Term Disability, employees, other than Permanent Part-time Custodians, shall accumulate seniority and shall be entitled to all rights and benefits (sick leave excepted and subject to the terms of the various carriers) under the collective agreement.

ARTICLE 21 - GENERAL APPLICATION

21:01 The Union and the Board desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Board shall print sufficient copies of the Agreement within thirty (30) days of signing for distribution by the Board to the members of CUPE Local 3447. Each new employee will receive a copy of this Agreement at their time of employment.

21:02 In order to provide job security for the members of the bargaining unit, the employer agrees that no work or services performed by the employees shall be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-unit employee, if such action will result in a reduction of hours or lay-off of employees covered by this agreement. This clause shall be effective for the duration of the current collective agreement.

ARTICLE 22 - UNIFORMS/SAFETY FOOTWEAR

22:01 The Board agrees to provide uniforms to each employee on an annual basis as follows:

- a) Employees, other than Permanent Part-time Custodians, are eligible for 2 uniform trousers, 3 uniform shirts or pullover shirts and 1 tunic jacket per year. Permanent Part-time Custodians are eligible for two uniform or pullover shirts and one pair of trousers per year. Employees may substitute to a maximum of 5 items.
- b) Employees shall have the option to purchase additional uniform clothing at their expense.

c) Winter parkas will be provided at each school for use by the Head Custodians, Assistant Head Custodians, and Custodians.

22:02 All employees shall be required to wear the uniforms provided by the Board during working hours as a condition of employment. Uniforms provided by the Board must be worn only during travel to and from work and during working hours.

22:03 It shall be the responsibility of the employee to launder uniforms.

22:04 Safety Footwear

The board agrees, every other year, to provide approved CSA safety footwear of a minimum of \$206.04 to each permanent employee covered by this agreement. Such safety footwear must be worn at all times.

22:05 Snow Removal from Roofs

No employees covered by this collective agreement will be required to remove snow from the roof except in emergency situations where snow has accumulated around roof top units.

ARTICLE 23 - TERM OF THE AGREEMENT

23:01 This Agreement will be for a term commencing September 1, 2022, and ending on August 31, 2026, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty days nor more than 90 days prior to the expiry date hereof of that party's intention to terminate this agreement or to negotiate revisions thereto.

IN WITNESS THEREOF the Board has signed this Agreement this 8 day of January, 2023.

The Bruce-Grey Catholic District School Board

Per: [Signature]

Chairperson

[Signature]
Secretary

IN WITNESS THEREOF the Union has signed this Agreement this 8 day of January, 2023.

The Canadian Union of Public Employees and its Local 3447

Per: [Signature]

[Signature]
Union Representative

[Signature]
Union Representative

[Signature]
Union Representative

SCHEDULE "A"
WAGES AND CLASSIFICATIONS

Casual Custodian

Effective Date	Hourly Regular Rate
September 1, 2022	\$20.09
September 1, 2023	\$21.09
September 1, 2024	\$22.09
September 1, 2025	\$23.09

Custodian – Permanent Full-Time Custodian; Permanent Custodian; Permanent Part-Time Custodian

Effective Date	Hourly Probationary Rate	Hourly Regular Rate
September 1, 2022	\$21.09	\$23.43
September 1, 2023	\$21.99	\$24.43
September 1, 2024	\$22.89	\$25.43
September 1, 2025	\$23.79	\$26.43

Assistant Head Custodian - Secondary

Effective Date	Hourly Probationary Rate	Hourly Regular Rate
September 1, 2022	\$21.69	\$24.10
September 1, 2023	\$22.59	\$25.10
September 1, 2024	\$23.49	\$26.10
September 1, 2025	\$24.39	\$27.10

Head Custodian - Elementary

Effective Date	Hourly Probationary Rate	Hourly Regular Rate
September 1, 2022	\$22.29	\$24.77
September 1, 2023	\$23.19	\$25.77
September 1, 2024	\$24.09	\$26.77
September 1, 2025	\$24.99	\$27.77

Head Custodian - Secondary

Effective Date	Hourly Probationary Rate	Hourly Regular Rate
September 1, 2022	\$23.08	\$25.64
September 1, 2023	\$23.98	\$26.64
September 1, 2024	\$24.88	\$27.64
September 1, 2025	\$25.78	\$28.64

***Note:**

Probationary Rate - 90% of the rate for the respective employee classification during probation period with the employer. Pay rate to move to Regular Rate when probation period has been served (excluding casual custodians).

SCHEDULE "B"
PAY DATES

2022-2023 School Year					
September	9, 23	October	7, 21	November	4, 18
December	2, 16, 30	January	13, 27	February	10, 24
March	10, 24	April	6, 21	May	5, 19
June	2, 16, 30	July	14, 28	August	11, 25

2023-2024 School Year					
September	8, 22	October	6, 20	November	3, 17
December	1, 15, 29	January	12, 26	February	9, 23
March	8, 22	April	5, 19	May	3, 17, 31
June	14, 28	July	12, 26	August	9, 23

2024-2025 School Year					
September	6, 20	October	4, 18	November	1, 15, 29
December	13, 27	January	10, 24	February	7, 21
March	7, 21	April	4, 17	May	2, 16, 30
June	13, 27	July	11, 25	August	8, 22

Letter of Understanding #1

Between

Bruce-Grey Catholic District School Board

And

Canadian Union of Public Employees and its Local 3447.00



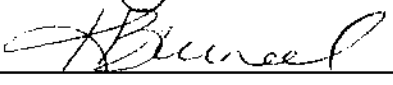

Re: SUPERVISION

The parties agree that all school-based staff have a responsibility to ensure that a safe school environment is maintained at all times.


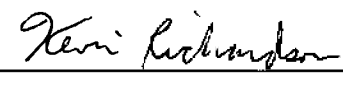
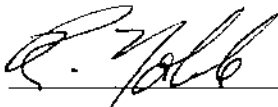
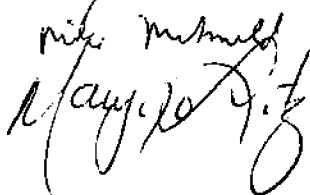
In no instance will a custodian be assigned scheduled supervision of students.

Signed in Hamilton, Ontario on this 8 day of January, 2021

Signed on behalf of
Bruce-Grey Catholic District School Board

Signed on behalf of
CUPE and its Local 3447.00

Letter of Understanding #2

Between

Bruce-Grey Catholic District School Board

And

Canadian Union of Public Employees and its Local 3447.00

Re: JOB DESCRIPTIONS

The Board agrees to a cyclical review of job descriptions within the Bargaining Unit of Local 3447. Each job description shall be reviewed through the Labour Management Committee on a three-year cycle or if there are substantial changes to the duties.

Signed in Hamilton, Ontario on this 8 day of January, 2023.⁴

Signed on behalf of
Bruce-Grey Catholic District School Board

[Signature]
[Signature]
[Signature]
[Signature]

Signed on behalf of
CUPE and its Local 3447.00

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Letter of Understanding #3

Between

Bruce-Grey Catholic District School Board

And

Canadian Union of Public Employees and its Local 3447.00

Re: CONTRACTING IN

The parties agree to meet to discuss the concept of contracting in. These discussions shall occur during the term of the collective agreement through the established Labour Management Committee.

Signed in Hanover, Ontario on this 8 day of January, 202~~3~~⁴.

Signed on behalf of
Bruce-Grey Catholic District School Board

[Signature]
[Signature]
[Signature]
[Signature]

Signed on behalf of
CUPE and its Local 3447.00

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
Mike [Signature]
May 20 [Signature]

Letter of Understanding #4

Between

Bruce-Grey Catholic District School Board

And

Canadian Union of Public Employees and its Local 3447.00

Re: JOB SHARING

For the purposes of this agreement job sharing is defined as two employees sharing one full-time position, as mutually agreed, on an annually renewable basis.

A job-sharing agreement can be initiated in two ways:

1. **Employee-initiated job share:** two permanent employees share the position. Employees must hold the same job title as the job they are to share and must have the qualifications and essential training to perform the duties of the job they are to share. The location of the job share must be at one of the applicant's existing schools.
2. **Board-initiated job share:** the Board has demonstrated an attempt to fill a permanent position without success. The Board reposts the position as a one-year job share arrangement for any combination of permanent and/or casual employees. When recruiting for a position that may be suitable for job sharing, the Board will clearly indicate in the job posting that the position is open to job sharing arrangements.

All job-sharing agreements will be for a period of one academic year: 10-Month employees' job share arrangement will end on the employee's last working day of July; 12-month employees' job share arrangement will end on the last working day of August.

Any job available as a result of the job-sharing arrangement will be filled temporarily. Job sharing employees and all other transferred, promoted or acting shall return to their former positions upon expiration of the agreement. If the job-sharing arrangement is extended past two years, the vacant position as a result of the arrangement will be posted permanently as per Article 12:01

An application to enter into or extend an agreement of job sharing must be submitted to the Executive Manager of Human Resources by April 1st. In order to apply, to option 1 employees must have successfully completed their probationary period with the Board and have a minimum of three (3) years experience with the Board.

The parties make no commitment that job share arrangements will be renewed. If multiple locations are impacted by the job-sharing arrangement, the Board will have the final decision as to the location of the job share.

Approval of a job-sharing arrangement shall rest solely with the Board and must be confirmed in writing to the employee prior to the commencement of such an arrangement. Employees involved in a job-sharing arrangement shall be paid according to the Schedule A and method of payment provision

on a prorated basis. Employees involved in a job-sharing arrangement shall be entitled to benefits on a prorated basis.

It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Principal or Supervisor must be notified to arrange coverage. Job sharers are not required to cover for their partner in the event of extended absence.

Job sharing employees are responsible for ensuring that all tasks and responsibilities associated with the position are completed on time and to the required standard. The employees must communicate effectively and work together to ensure a smooth transition between shifts. Effective communication is essential for a successful job-sharing arrangement. Job sharing employees must communicate regularly with each other and with their supervisors to ensure that they are working toward the same goals and meeting the needs of the Board.

If either of the employees no longer want to participate in job sharing they will provide four weeks written notice to the Executive Manager of Human Resources.

Positions of Responsibility may not be approved for Job Sharing.

Signed in Hanover, Ontario on this 8 day of January, 2021.

Signed on behalf of
Bruce-Grey Catholic District School Board

[Signature]
[Signature]
[Signature]
[Signature]

Signed on behalf of
CUPE and its Local 3447.00

[Signature]
[Signature]
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[Signature]
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APPENDIX "A"

OMERS CONTRIBUTORY EARNINGS

The definition of contributory earnings under the OMERS pension plan is provided for information purposes through the link provided below. For any information regarding OMERS please refer to the link below.

www.omers.com

PART C - Historical Language

PART C - HISTORICAL LANGUAGE

PREAMBLE

The parties agree that Part C of this Collective Agreement is for historical purposes only and has no force and effect. These provisions do not form part of the Collective Agreement, are not binding on the parties and are therefore not enforceable through the grievance and arbitration procedures.

These articles were removed during September 1, 2022 - August 31, 2026 bargaining process.

The parties further agree to revisit all language contained in Part C for possible deletion during the next round of local bargaining.

APPENDIX B:

ARTICLE 17 – SICK LEAVE/INCOME PROTECTION PLAN (HISTORICAL CLAUSE FOR REFERENCE PURPOSES ONLY)

The Board and the Union agree that Articles 17:01, 17:02, 17:03, 17:04 and 17:05 only apply to the employees, other than Part-time Custodians.

17:02 Accumulative Sick Leave Plan

- a) Employees, other than Part-time Custodians, whose contract of employment commenced prior to January 1, 1983 were entitled to participate in the Accumulative Sick Leave Plan or the Income Protection Plan. The option must have been exercised prior to March 1, 1983.
- b) Employees, other than Part-time Custodians, who have attained seniority shall be credited with up to two days sick leave per month to a maximum of 20 days per year. Part-time employees, other than Part-time Custodians, shall be entitled to a pro-rated number of sick days. 100% of the unused portion of sick leave in any year shall be accumulated up to 200 days.
- c) Subject to the terms and conditions of the carrier of the L.T.D. plan, employees, other than Part-time Custodians, are eligible to receive benefits after the expiration of the qualifying period outlined in the L.T.D. plan.
- d) A statement of total unused sick leave days will be given to each employee, other than a Part-time Custodian, with the last pay in October, outlining the accumulative sick leave built up in previous years.

17:03 Income Protection Plan

- a) Employees, other than Part-time Custodians, whose contract of employment commenced after January 1, 1983 shall be entitled to participate in the Income Protection Plan but not the Accumulative Sick Leave Plan.
- b) Each employee, other than a Part-time Custodian, who has attained seniority shall be credited with up to two days sick leave per month to a maximum of 20 days per year. Part-time employees, other than Part-time Custodians, shall be entitled to a pro-rated number of sick days.
- c) An employee, other than a Part-time Custodian, who, after the 20 days outlined in 3(b) above, suffers from an illness certified by a physician, shall be entitled to 67% of gross salary for a further 180 days if they have been in the employ of the Board for three full calendar months.
- d) Subject to the terms and conditions of the carrier of the L.T.D. Plan, an employee, other than a Part-time Custodian, is eligible to receive benefits after the expiration of the qualifying period outlined in the L.T.D. Plan.
- e) When an employee, other than a Part-time Custodian, leaves the employ of the Board, a statement of total unused sick leave for each period of employment will be issued at the request of the employee.

ARTICLE 19 – BENEFITS (HISTORICAL CLAUSE FOR REFERENCE PURPOSES ONLY)

19:02 Employee Benefit Plans

- a) Life Insurance
 - i. Group Life Insurance - 3 times the employee's, other than a Part-time Custodian's, wages to a maximum of \$135,000 including Accidental Death and Dismemberment.
 - ii. Optional Life Insurance for an employee, other than a Part-time Custodian, and/or spouse is available at the expense of the employee, up to \$200,000 for each.
- b) Extended Health and Drug Plan
- c) Dental Plan

Major Restorative and Dentures at 50% co-payment with a maximum of \$3,000 per person annually.

Orthodontics at 50% co-payment with a \$2,000 per person lifetime maximum.

19:04 If the Board's contribution towards the premiums for any employee benefit is reduced as a result of any government legislation, the distribution of the resulting saving will be subject to negotiation by both parties.

19:06 Part-time Custodian Benefit Plans

- a) Life Insurance
\$10,000 including Accidental Death and Dismemberment, with coverage required as a condition of employment
- b) Extended Health and Drug Plan - Dental Plan
Every Part-time Custodian not covered by their parent(s) or by their spouse, is required as a condition of employment to enrol in the Extended Health/Drug and Dental Plans.
- c) Annual Confirmation of Benefits
The Board will provide an annual Statement of Confirmation of Group Insurance Benefits to confirm the various benefit coverages for each Part-time Custodian. Where the Part-time Custodian fails to notify the Superintendent of Human Resources of any discrepancies in coverage within 15 calendar days of the receipt of a statement, it shall be considered correct.

19:07 Board Contribution

- a) i. The Board agrees to contribute on behalf of each eligible Part-time Custodian, a pro- rated amount of the premiums for Life Insurance, Extended Health/Drug and Dental Plans, based on the following formula:

Carrier's Billed Premium X Pro-Rated Time for the Part-Time Custodian

ii. Example

- Annual scheduled hours = 780
- Full-time equivalent hours = 2,080
- Board Contribution = $\frac{780}{2,080} = 37.5\%$

- 19:08 The Part-time Custodian is responsible for payment of the balance of the premium through payroll deductions.
- 19:09 If an increase or decrease in premiums occurs, each party's share will continue to be calculated in accordance with the formula in Article 19:07.
- 19:10 If the Board's contribution towards the premiums for any Part-time Custodian's benefit is reduced as a result of any government legislation, the distribution of the resulting saving will be subject to negotiation by both parties.
- 19:11 Participation by a Part-time Custodian in the benefit plans shall be subject to the carrier's requirements

