



Lakehead Public Schools



A G R E E M E N T

B E T W E E N

Lakehead District School Board

and

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES**

LOCAL 2486

September 1, 2022 - August 31, 2026

Kd/cope491

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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

- b. 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.
- c. 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.
- d. 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.
- e. 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

I, _____

hereby authorize my Health Care Professional(s)

_____ to disclose medical information to my employer,

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

_____ from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated

_____ dd mm vvvv

for my absence starting on the

_____ dd mm vvvv

Signature

Date

Dear Health Care Professional, please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.

Please return the completed form to the attention of:

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

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

First Day of Absence:

General Nature of Illness* (*please do not include diagnosis*):

Date of Assessment: dd mm yyyy	No limitations and/or restrictions <input type="checkbox"/> Return to work date: dd mm yyyy For limitations and restrictions, please complete Part 2.
--	--

Health Care Professional, please complete the confirmation and attestation in Part 3

PART 2 – Physical and/or Cognitive Abilities
Health Care Professional to complete. Please outline your patient’s abilities and/or restrictions based on your objective medical findings. (*please complete all that is applicable*)

PHYSICAL (if applicable)				
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.

Appendix III

Community Use of Schools Investment

DSB Name	\$
Algoma DSB	4,417
Algonquin and Lakeshore Catholic DSB	4,558
Bluewater DSB	7,113
Bruce-Grey Catholic DSB	1,608
Catholic DSB of Eastern Ontario	4,814
CÉP de l'Est de l'Ontario	6,144
CS catholique Mon Avenir	6,415
CS catholique Providence	4,228
CS Viamonde	4,747
CSD catholique de l'Est ontarien	5,191
CSD catholique des Grandes Rivières	3,613
CSD catholique du Centre-Est de l'Ontario	7,802
CSD catholique du Nouvel-Ontario	3,574
CSD catholique Franco-Nord	1,260
CSD du Grand Nord de l'Ontario	1,977
CSD du Nord-Est de l'Ontario	1,119
DSB of Niagara	14,460
DSB Ontario North East	4,951
Dufferin-Peel Catholic DSB	31,209
Durham Catholic DSB	8,163
Durham DSB	25,822
Grand Erie DSB	10,719
Greater Essex County DSB	12,354
Halton Catholic DSB	11,833
Halton DSB	21,477
Hamilton-Wentworth Catholic DSB	165
Hamilton-Wentworth DSB	17,826
Hastings and Prince Edward DSB	6,802
Huron Perth Catholic DSB	47
Huron-Superior Catholic DSB	2,064
Kawartha Pine Ridge DSB	12,589
Keewatin-Patricia DSB	2,820
Lakehead DSB	3,792
Lambton Kent DSB	9,693
Limestone DSB	8,416
London District Catholic School Board	7,165
Near North DSB	4,719
Niagara Catholic DSB	8,288
Nipissing-Parry Sound Catholic DSB	1,291
Northeastern Catholic DSB	1,143
	518

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

PART B – LOCAL AGREEMENT

LAKEHEAD DISTRICT SCHOOL BOARD

THIS AGREEMENT ENTERED INTO AND TO

BE IN EFFECT UNTIL AUGUST 31ST, 2026

BETWEEN:

LAKEHEAD DISTRICT SCHOOL BOARD

Hereinafter called the "Board"

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 2486

Hereinafter called the "Union"

ARTICLE L1 – GENERAL PURPOSE

The purpose of the Agreement is to establish an orderly collective bargaining relationship between the Board and the classifications of employees represented by the Union.

ARTICLE L2 - BARGAINING UNIT OR SCOPE OF AGREEMENT

The employer recognizes the Canadian Union of Public Employees and its Local 2486 as the sole and exclusive bargaining agent for all Warehouse, Cafeteria, Maintenance and Custodial employees and other related job functions of the Lakehead District School Board, which shall include but not be limited to those set out in Schedule "A", save and except supervisors, persons above the rank of supervisor, students employed from May 1 to September 15 and persons covered by subsisting collective agreements.

The number of students hired for summer employment with the Board, to perform work of the bargaining unit will be communicated to the Union prior to hiring and will not exceed 20.

ARTICLE L3 - NO OTHER AGREEMENTS

The Board agrees that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE L4 - MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive function of the Board to:

- 4.1 Maintain order, discipline, efficiency and to establish and enforce rules and regulations governing the conduct of employees, which rules and regulations, not inconsistent with the terms of this collective agreement, are primarily designed for the safety and welfare of the employees, the economy of the operation and protection of the Board's property and the welfare of the public.
- 4.2 To hire, transfer, promote, demote, lay-off, recall, assign duties and to suspend, discipline, or discharge any employee for just and reasonable cause, provided that a claim by an employee when they have been unjustly dealt with on any of foregoing items, will be the subject of a grievance and dealt with under Article 9 and 10, Grievance Procedure and Arbitration.

ARTICLE L5 - CONTRACTING OUT

5.1 Contracting Out

The Board agrees that work normally performed by employees within the bargaining unit or similar work which it has been past practice to have performed by members of the bargaining unit, shall continue to be performed by employees

within the bargaining unit, provided that this Article shall not deprive the Board of the right to contract out work beyond the scope of the existing staff to perform expediently at the time, at the discretion of the Superintendent of School Services.

5.1.1 The Board will present a list of all capital/budget work and scope of work to be completed to the Maintenance department employee/CUPE Executive.

5.2 Job Security

The Board agrees there will be no layoffs due to contracting out if bargaining unit members are able to do such or similar work.

5.3 September 1, 2022, to August 31, 2026, the Board agrees to post and fill all vacancies created by retirements in the maintenance department unless otherwise mutually agreed.

5.4 September 1, 2022, to August 31, 2026, there will be no lay-offs of permanent staff except as required by a reduction in revenue sources beyond the control of the Board, full or partial school closures or as a consequence of Ministry of Education imposed directives. The Board agrees to consult with the Union if it is contemplating a lay-off. A lay-off is defined as any reduction of permanent hours of an employee except as agreed to by the Board, the Union and the employee.

(see also Job Security provisions in Part A of the Central Terms Letter of Understanding #3)

ARTICLE L6 - STRIKES OR LOCK-OUTS

The Union agrees that it will not cause, direct, or consent to any strike or other collective action on the part of the employees represented by the Union during the term of this Agreement and that if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties, and to resort to the grievance procedure established herein for the settlement of any complaint or grievance.

The Board and its officers agree they will not engage in any lockout.

ARTICLE L7 – RELATIONSHIP

7.1 The Board will remit, monthly, by cheque, to the secretary- treasurer of the Union, all regular Union Dues as prescribed by the Union, in accordance with the Labour Relations Act. The Board 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, relevant contact information, work site and employment status.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive as requested.

- 7.2 Deduction of Union Dues will commence from date of employment in accordance with 7.1 above. Along with the deductions the Board will provide a list showing the amount of deduction and the names of those employees from whom such deductions have been made.
- 7.3 **Dues, Receipts**
Income tax (T-4 slips) will be provided as soon as they are ready. At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

ARTICLE L8 – COMMITTEES

8.1 Labour Management Committee

A Labour Management Committee shall be established to discuss matters of mutual interest to the Union and the Board. The Committee will not discuss matters that are currently part of negotiations or are the subject of a formal grievance. The meetings will not be held during the months of July or August or during periods of where the parties are in bargaining.

The Committee may request the presence of any resource person at the monthly meeting.

Chair of Meetings

An employer and a Union representative shall be designated as joint chairs. The chairpersons shall alternate each meeting.

8.2 Negotiations Committee

The negotiations committee shall be comprised of seven (7) members of the local bargaining unit. The members of the Committee shall not suffer a loss in wages for five (5) days for the purpose of negotiating a collective agreement. After five (5) days, the Union will be billed for the cost of supply for the members.

8.3 Union Administrative Committee

The Board acknowledges the right of the Union to appoint or to otherwise select a Union Administrative Committee, hereinafter referred to as "the committee" consisting of not more than seventeen (17) employees. The Board agrees that the Union Committee will be allowed reasonable time from regular duties to perform the work of the Committee. The Union acknowledges that no committee member should use excessive time on the business of Union Committee work and that if excessive time is needed, then the work of the Committee will be carried on outside of the regular working hours of the members.

8.4 Health and Safety

8.4.1 Health and Safety issues will be discussed at Joint Health and Safety Committee meetings.

8.4.2 Ministry of Labour inspection reports will be issued to the Joint Health and Safety Committee.

8.4.3 When employees are absent from work to perform duties authorized under the Joint Health and Safety Committee Guidelines, the Board will cover the absent employee's job duties through replacement and/or overtime for up to sixteen (16) hours per day (in total) provided that the Union gives the Board not less than five (5) working days advance notice of such absences.

8.4.4 All activities of the Joint Health and Safety Committee will be governed as per the agreed Guidelines established by the Joint Health and Safety Committee under the Health and Safety Act.

8.5 Technological Change

8.5.1 If the employer is considering the introduction of technology which would have significant impact on the nature and number of positions occupied by members of the bargaining unit, the employer agrees to notify the Union via the Union-Management Committee.

8.5.2 The employer agrees to notify the Union as far as possible in advance of the introduction of technological change, to provide a description of the change it intends to implement, and to disclose all foreseeable implications for employees of the bargaining unit.

ARTICLE L9 – GRIEVANCE

9.1 Grievance Procedure

9.1.1 A grievance shall be defined as any matter arising from the interpretation, application, administration or alleged violation of this agreement including any question as to whether a matter is arbitrable. A shop steward shall be present at all steps of the grievance procedure.

9.1.2 A “party” shall be defined as:

- i) the Union
- ii) the Board

9.1.3 “Days” shall mean regular work days unless otherwise indicated.

9.1.4 The parties recognize that each party may elect to be represented by a representative(s) of their respective organizations at any stage of the grievance procedure. It is also understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure, between representatives of the Board and the Union will be final and binding.

9.1.5 **Informal**

An employee, with the concurrence of the Bargaining Unit, may initiate a complaint with the employee's immediate Supervisor or designate. Such complaint shall not be considered unless brought to the attention of the Supervisor or designate within twenty (20) working days from the time that the employee should reasonably have become aware of the issue. The Supervisor or designate shall respond verbally no later than seven (7) days after receipt of the complaint.

9.1.6 **Formal**

Step one

Failing settlement under the informal procedure, the bargaining unit may forward a written grievance to the Supervisor or designate within five (5) working days of the informal response. The Supervisor or designate shall make a written ruling within five (5) working days of receipt of the grievance.

Step two

Failing a satisfactory response, the Bargaining Unit may refer the grievance to the Director of Education or designate, within five (5) working days of the Step one response. The Director of Education or designate shall convene a meeting of the parties, one of whom shall be the appropriate Superintendent, to review the grievance within ten (10) days of receipt of the Step One grievance. The Director of Education or designate shall make a written ruling within ten (10) working days of the meeting.

Step three

The Bargaining Unit shall then have twenty (20) working days, upon receipt of the Step Two response, to accept or give written notice of intent to proceed to arbitration.

9.1.7 **Grievance Format**

The Grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement; and
- ii) the clauses in the Collective Agreement alleged to be in violation; and
- iii) the relief or remedy sought; and
- iv) the signature of the duly authorized official of the party making the grievance.

9.1.8 **Time Limits**

- i) If the time limits for any step in this procedure to arbitration is violated then either Party is free to institute action automatically at the next step of the sequence.
- ii) Time limits may be extended if mutually agreed in writing.

9.1.9 Bargaining Unit Grievance

The Bargaining Unit shall have the right to file a policy grievance on behalf of an individual employee or group of employees, in accordance with clause 9.1.7 at Step One within ten (10) working days of the occurrence giving rise to the grievance. A grievance resulting from the termination of an employee without just cause shall be filed at Step Two.

9.1.10 Board Grievance

The Board shall have the right to file a written grievance with the President of the Bargaining Unit within ten (10) working days of the occurrence giving rise to the grievance.

The parties shall meet to review the grievance within twenty (20) working days of the receipt of the Board grievance. The Bargaining Unit representative shall make a written ruling with ten (10) working days of the meeting. The Board shall then have twenty (20) working days, upon receipt of the Step Two response, to accept or give written notice of intent to proceed to arbitration.

9.1.11 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator. The fees of the mediator shall be shared jointly by both parties.

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

9.2 Personnel File

- (a) An employee may have access to the employee's own personal file at a mutually agreed upon time, between the employee and the Manager of Human Resources or designate. An employee has the right to respond, in writing, to any document contained in the personnel file.
- (b) Any adverse report except as identified in (c) shall be removed from the record of any employee 12 months from the last occurrence of similar incidents.
- (c) An adverse report addressing violations of the Human Rights Code and/or pertaining to inappropriate activities involving students that could place students at risk shall remain in a sealed file in the employee's record indefinitely.

- (d) Each employee who has an adverse report placed in the employee's record shall receive a copy of the report. The Recording Secretary of the Union shall be notified of the existence of an adverse report.

(see also Grievances and Arbitration in Part A of the Central Terms C4.16, Letter of Understanding #10,

ARTICLE L10 - ARBITRATION WITH TIME LIMIT FOR GRIEVANCE

- 10.1 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing within thirty (30) calendar days of receipt of the reply from the Board addressed to the other party of the agreement. If within ten (10) days thereafter the parties are unable to select, by mutual agreement, a single arbitrator, then each party shall name an arbitrator and the two so named shall, within ten days, select a third person to act as Chair of the Board of Arbitration. If the two named fail to agree upon a third person within the set ten (10) days, the matter shall be referred to the Office of Arbitration for the appointment of a third person to act as Chair.
- 10.2 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.3 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 10.4 The fees of the single arbitrator shall be shared jointly by the parties hereto. If, however, the matter is referred to an Arbitration Board, each of the parties shall bear the fees of their own appointee and half of the fees of the Chair.
- 10.5 It is further agreed that the fees of the members of the Board of Arbitration, shall not be governed by the Ontario Arbitration Act R.S.O. 1960 and amendments thereto, and further that the two appointees shall have the power to assist in settling the fees of the Chair.
- 10.6 The Arbitrator or Board of Arbitration shall not be authorized to make any decision inconsistent with the Agreement, nor to alter, modify or amend this Agreement or any part of it.
- 10.7 Proceedings before the Arbitrator or Board of Arbitration will be expedited by the parties hereto, and the decision of the Arbitrator or majority of the Board of Arbitration will be accepted as final and binding by the parties hereto.
- 10.8 At any stage of the grievance procedure including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses, and any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to the premises of the

Board to view any working conditions which may be relevant to the settlement of this grievance.

- 10.9 It is understood and agreed that an Arbitration Board shall have authority only to settle disputes under the terms of this agreement. Only grievances arising from the interpretation, application, administration or alleged violation of this agreement, including a question as to whether a matter is Arbitrable, shall be Arbitrable. In dealing with matters of discipline, disciplinary, demotion, or transfer, the conferring parties or Board of Arbitration shall have the power to:
- (a) Confirm the managements action
 - (b) Reverse the managements action
 - (c) Make any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

(see also Arbitration in Part A of the Central Terms, C4.16, Letter of Understanding #10)

ARTICLE L11 - PROBATIONARY PERIOD

- 11.1 New employees of the Board shall be considered probationary employees until they have completed three months of service with the Board. Should a longer period be required for successful completion of probation, the Board will have the option of granting up to an additional three month period. Prior to the extension, the Board agrees to inform the Recording Secretary of the Union, in writing, of any employee whose probationary period is being extended, stating the reasons for that extension.
- 11.2 It is understood that the Board may terminate the employment of a probationary employee for unsuitability, and that the Board's liability shall be limited to providing its reason(s) for termination, in writing, to the employee and to the Recording Secretary of the Union.
A probationary employee shall be entitled to all other rights and privileges of this Agreement.

ARTICLE L12 – SENIORITY

- 12.1 Seniority shall be defined as total years of continuous employment, as a member of the bargaining unit, with The Lakehead District School Board or its predecessor(s).

Continuous employment shall include all absences due to illness or injury as compensated by W.S.I.B.

- 12.2 The seniority list shall consist of the names of all members of the bargaining unit in decreasing order of years of seniority based upon date of hire. Employees shall notify the Board, within thirty (30) days, of any changes to their current home address and or current home phone number.

- 12.3 The order on the seniority list as published Jan. 1, 1982 shall not be changed and this order shall be utilized when applying the seniority concept to promotions, transfers and job posting procedures.
Effective November 1, 1981, if the date of hire of two or more persons is the same, the order on the seniority list shall be determined by lot, conducted by the Union Management Committee.
- 12.4 The seniority list shall be posted on the bulletin board in each location, during the months of March and October of each year and copies shall be provided for the Secretary-Treasurer and Recording Secretary of the Union.
- 12.5 Within thirty (30) days of the posting of the seniority list, any errors or omissions in the seniority list shall be reported to a shop steward who shall be responsible for the presentation of the concern, to Human Resources, within sixty (60) days from the posting.
- 12.6 An employee who leaves the bargaining unit on an approved leave, may do so for a maximum of one (1) year. The employee shall maintain his/her seniority during the period of absence. Such employee however shall not accumulate bargaining unit seniority during the period of absence and shall continue to pay union dues. On return from leave, an employee will be assigned to the employee's same position, or if said position no longer exists, the employee will be governed by the provisions of Article 14 effective the date of the employee's scheduled return to work.
- 12.7 **Long-Term Disability**
- 12.7.1 When an employee is absent from work for up to 30 months due to illness, disability, or both, the following terms and conditions apply:
- 12.7.1.1 The employee will continue to accumulate seniority for thirty (30) months from the commencement of the illness/disability.
- 12.7.2 Should an employee be absent from work due to illness, disability or both for a period greater than 30 months, the following conditions apply:
- 12.7.2.1 **Seniority**
- 12.7.2.1.1 Thirty months after the commencement of the illness/disability the employee's seniority will be frozen, and will cease to accumulate. Each year in the month of October the employee's name will move down the seniority list to the top of the next lower year. The first move down the seniority list will be made during the regular semi-annual seniority list revision immediately after expiration of the above- mentioned thirty months. Subsequent moves shall be made annually thereafter.
- 12.7.2.1.2 Seniority will start to accumulate upon return to work.

12.7.2.2 Return to Work

12.7.2.2.1(a) For thirty (30) months from the date of disability, the employee shall have the right to return to the employee's previous position and rate of pay. If while off the employee has been displaced because of school closures, and or staff reductions, the employee shall bump in accordance with the bumping procedure upon her/his return.

(b) The employee displaced by the return to work shall obtain a position in accordance with the bumping procedure as defined in Article 14.

(c) The bumping procedure initiated by the displaced employee in (b) above shall not displace the returning employee from the returning employee's position, upon her/his return.

12.7.2.2.2 Subsequent to the thirty (30) month period as described in 12.7.2.2.1 above, the employee shall return to work under the following terms and conditions:

(a) For 30 working days after the employee is deemed fit to perform the essential duties of the job, the employee shall be recalled into the former classification through the job posting procedure only.

(b) Should no position become available in the employee's own classification during the thirty days mentioned in (a) above, the employee, may, upon the expiration of said thirty days:

(c) Apply for a position in a different classification through the job posting procedure, or,

(d) Bump in accordance with Article 14.

(See also Seniority in Part A Central Terms C10.00)

ARTICLE L13 - LOSS OF SENIORITY

13.1 An employee shall only lose seniority under the following conditions or circumstances:

13.1.1 an employee is discharged for cause and the discharge is not reversed through the grievance procedure, or quits, and does not withdraw the written resignation within 2 days. Should a verbal resignation not be confirmed in writing within 2 days, seniority shall be lost after 3 days absence from work;

13.1.2 fails to return to work after the completion of a leave of absence which has been granted by the Board, except where a reasonable excuse is submitted;

- 13.1.3 utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- 13.1.4 engages in gainful employment while on sick leave;
- 13.1.5 is laid off for a period in excess of twenty-four (24) calendar months;
- 13.1.6 fails to advise of the employee's intention to report to work within ten (10) calendar days after the mailing of a rehire notice, or fails to report to work on the date indicated in the rehire notice without providing a reasonable excuse;
- 13.1.7 has been granted an unpaid leave of absence, for a reason other than illness for a period greater than three months and fails to pay union dues during the period of the leave;
- 13.1.8 upon loss of seniority for any of the reasons identified above, the Board or Union have no further obligations to the employee.

ARTICLE L14 - LAY-OFF & RECALL

- 14.1 The Board shall give each employee in the bargaining unit who has acquired seniority and who is to be laid-off for a period greater than thirteen (13) weeks, notice in writing of lay off in accordance with the following:
 - 14.1.1 up to 1 year's service - one week notice
 - 14.1.2 over 1 year but less than 5 year's service - two week's notice
 - 14.1.3 over 5 years but less than 10 year's service - four week's notice
 - 14.1.4 10 years or more service - eight week's notice
- 14.2 The above notice shall only be given to permanent staff who must be laid off. Such notice is not required for employees declared surplus to location or for employees who have been bumped.
- 14.3 In the event of a staff reduction, or a reduction of hours of an employee in any classification, employees shall be declared surplus to their location in reverse order of their seniority within their classification as specified by the seniority list. Notice that an employee is surplus to a location shall be handed to the employee and a signed acknowledgement requested if the employee is at work. In the event that the employee is not at work, the notice shall be sent by registered mail to the last address on record with the Board.
- 14.4 The employee who has been declared surplus to location shall have to bump anyone with less seniority in his own classification or any classification lower (Maintenance, Head Secondary Custodian, Head Elementary/Cafeteria manager, CII/Truck Driver/cafeteria assistant, Custodian I, CI permanent supply), unless the

Board and the Union Executive agree to do otherwise. An employee declared surplus to location must exercise their bumping rights within five (5) working days from receipt of notice of surplus to location. This time period may be extended by mutual consent of the parties to this agreement. By mutual consent, the parties may waive the five day employee bumping period for a one day bump meeting.

14.5 Employees must possess the required qualifications for any position they are bumping into. In the event of a one day bump meeting, employees must provide supporting documentation at the meeting in order to be permitted to bump into a position.

14.5.1 In the event a surplus employee with a seniority date prior to May 1, 1983, must bump into a lower classification, the surplus employee's salary shall be grandparented until a position in the surplus employee's classification becomes available through the job posting procedure.

14.5.2 In the event a surplus employee with a seniority date of May 1, 1983, or later, must bump into a lower classification, the surplus employee's salary shall be grandparented for a maximum of the length of time in the former classification, or until a position becomes available through the job posting procedure, whichever is the shorter length of time.

14.5.3 If there is a position available in a surplus employees own classification with the same number of hours per week for that employee to bump and the employee chooses a lower classification, the employee will forfeit his/her grandparenting rights. This will not apply if the available position is at a school that is designated as 'rural' by the Board.

14.6 Employees cannot bump up a classification unless there are no positions available in the employee's own or lower classification. In the event there are no employees with less seniority in the employee's own or lower classification, the surplus employee shall have to bump anyone with less seniority in the immediately higher classification. If there are no employees in the immediately higher classification, then the employee may bump up into the next higher classification, etc. A sixty working day training period will apply, and the Board will provide training comparable to that for promotional purposes.

14.7 If there are no employees with less seniority in the system, the surplus employee shall be laid-off and/or placed on recall.

14.8 If, as a result of the implementation of 14.4 or 14.5 or 14.6, the employee must bump into a position with fewer hours of work per week than the employee's previously held position, the hours of work shall be increased to equal the hours of work in the former position until a position with a suitable number of hours of work becomes available through the job posting procedure. Employees who are grandparented are expected to bid on a position that would make them whole.

Failing to bid on a position in the former classification with former hours will result in forfeiture of grandparenting.

14.8.1 An employee may bump into a position with a greater number of hours from which they were bumped. If there is a position available with the same number of hours per week for that employee to bump and the employee chooses a position with fewer hours, the employee will forfeit his/her grandparenting rights. This will not apply if the available position is at a school that is designated as 'rural' by the Board.

14.9 In the event that an employee must bump an individual in the same or less classification which entails an increase in excess of 20 km. round trip as compared with former distance driven to and from work, the employee shall receive travel allowance as per board policy for each additional km. in excess of former round trip plus 20 km.

14.10 Every employee who has been bumped by a more senior staff member shall have to bump in accordance with 14.4 through 14.9, or bid into a vacant position in accordance with 14.12.

14.11 An employee cannot bump into a higher classification if the resultant effect would prevent the operation of the school in accordance with the requirements of the Ontario Department of Labour Code. An employee cannot bump into the Maintenance A Trade Classification without having the necessary certification.

14.12 In the event of a one day bump, if a job posting is offered simultaneously, an individual who has been declared surplus may choose to bid into a vacant position instead of bumping.

14.12.1 Clause 15.7 (five day trial period) does not apply to individuals who have bumped, or who have bid into vacant positions as a result of being declared surplus.

14.13 **Recall Procedure**

Employees who have been laid off shall be recalled in order of seniority (most senior first) to positions as these become available through the job posting procedure. Employees may be recalled into any classification, but they must have the required qualifications for the position. No employee need accept a job in a lower paying classification if one is offered.

14.14 If an employee with a seniority date prior to May 1, 1983, is recalled into a lower classification than the position previously held, the salary shall be grandparented in accordance with his previously held position until a position in the employee's own classification becomes available through the job posting procedure.

- 14.15 If an employee with a seniority date of May 1, 1983, or later is recalled into a lower classification than the position previously held, the employee's salary shall be grandparented for a maximum of the length of time employed in the former classification, or until a position becomes available through the job posting procedure, whichever is the shorter length of time.
- 14.16 If an employee who has been laid off is offered a job within the employee's own classification, and refuses the job, the employee shall lose all seniority rights and shall be deleted from the seniority list.
- 14.17 When an employee is to be recalled by the Board, he shall be notified by phone on record with the Board and be advised of the date his services will be required to commence. In the event the employee cannot be reached by phone, the employee will be notified by registered mail. If the employee fails to advise the Board of his intention to return to work on the date indicated within ten (10) working days after the mailing of such notice, or fails to report for work on the date indicated after having advised the Board of his intention to return to work, he shall lose all seniority rights and be removed from the seniority list, unless there are extenuating circumstances deemed acceptable by the Board.
- 14.18 The employee is solely responsible for the employee's proper phone number and address being on record with the Board.
- 14.19 An employee shall lose all seniority rights with the Board should the employee be laid off for a period longer than (24) twenty-four calendar months.
- 14.20 For the purpose of lay-off, the Maintenance A classification shall be deemed to include the following sub-classifications:
Electrician
Plumbers
Carpenters
Painters
Masons
Glaziers
Welders
Small Motor Mechanics
HVAC Mechanic
- 14.21 In the event of a school being closed, the custodians employed in that school will have to bump in accordance with Article 14.

ARTICLE L15 - JOB POSTING

- 15.1 The Board shall post all original job vacancies and original locations, including new positions, on designated notice boards during the last working week of each month excluding June and July and during system bumps, unless the Board has given

the Union written notice why it intends not to fill the vacancy, or to change the hours of work. Such postings shall remain on the notice boards for five (5) working days before the job is filled.

- 15.2 Postings shall state:
 - reason for the vacancy
 - start date
 - qualifications or equivalent experience needed for the position
 - classification
- 15.3 The applicant possessing the greater seniority shall receive the position providing the applicant has the qualifications as stated in the posting.
- 15.4 An appointment shall be made within twenty (20) days of the end of the posting period.
- 15.5 Employees who are promoted from one classification to another shall serve a trial period of sixty (60) working days of which thirty (30) must be school days. An employee promoted to a position of Custodian II/Maintenance "B" shall serve a trial period of up to 30 working days as a Maintenance "B".
- 15.6 If an employee does not successfully complete the sixty (60) working day trial period in the new position, the employee shall return to the employee's former position.
- 15.7 If an employee transfers or is promoted through the job posting procedure the employee may return to the employee's former position after working at least 2 shifts providing the request is made in writing with a copy to the Recording Secretary of the Union within five (5) working days of the date of commencement of employment in the new position or location.
- 15.8 If an employee returns to the employee's former position in accordance with 15.7, the applicant with the next highest seniority will be assigned the position and the job will not be re-posted. If twenty (20) working days have elapsed from the date of the original job posting, the job shall be re-posted.
- 15.9 Temporary vacancies which exceed sixty (60) working days or are known to exceed sixty (60) working days shall be posted. Employees who are successful at a temporary job posting must be able to assume the position immediately.
- 15.10 Notwithstanding Article 15.1, with the exception of the position of Head Custodian, Cafeteria Managers and temporary positions known to exceed one hundred twenty (120) working days vacancies created by the filling of temporary vacancies need not be posted.
- 15.11 Vacancies created by an absence due to:

- i. an employee in receipt of LTD benefits
- ii. an employee not in receipt of LTD benefits and absent from work due to illness for a period of more than six months
- iii. an employee absent from work and in receipt of WSIB benefits for a period of more than six months
- iv. an employee absent from work in accordance with the provisions of the Deferred Salary Leave Plan.

shall be posted in accordance with Article 15.1. The posting shall state that the incumbent has the right to return to the position for thirty (30) months.

15.12 Vacancies in the maintenance department created as per 15.11 will be posted as temporary for a maximum of thirty (30) months.

ARTICLE LI6 - JOB CLASSIFICATIONS AND RATES OF PAY

16.1 Job classifications and the wage rates for each classification shall be as set out in Schedule A, of this agreement and attached hereto, and will remain in effect for the duration of this agreement.

16.2 A job classification will not be changed for the purpose of evading payment of the minimum rates as set out in Schedule A.

16.2.1 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same.

16.3 The Board will pay to each employee except Maintenance 'A' possessing a valid Ontario Fourth Class Stationary Engineer's papers the following sum over and above the basic rates as set out in Schedule A:
- 0.18¢ per hour

16.4 The Board will pay to each employee except Maintenance 'A' possessing valid Ontario Third Class Stationary Engineer's paper the following sum over and above the base wage rates as set out in Schedule A:
- 37¢ per hour

16.5 If an employee is required to possess a valid Ontario Stationary Engineer's qualification to fulfill his/her position, the following sum will be paid over and above the base wage rates in Schedule A plus the appropriate allowance as per 16.3 or 16.4:
- 18¢ per hour

16.6 In order to qualify to be paid for additional certificates each maintenance employee shall be required to file one applicable valid Ontario certificate of qualification. The

Board will pay each Custodial, Warehouse, Maintenance or Cafeteria employee an additional twenty five cents (.25) per hour for one (1) extra valid Ontario Ministry of Education and Training skills development certificate of qualification.

16.7 Water Certificate

In a school requiring the holder of a water certificate, the Head shall possess such a certificate and will be paid an additional twenty cents (.21) per hour. Custodian II's in positions where water certification is required will be paid the shift differential only for weeks they are working day shift.

16.8 For an employee who works less than 35 hours per week, the evening shift allowance shall be paid on all hours worked after 4:00 p.m.

16.9 Any shift composed of seven (7) hours or more worked between 2:00 p.m. and 11:00 p.m. is to be classified as an evening shift, and any shift composed of seven (7) hours or more worked between 11:00 p.m. and 7:00 a.m. is to be classified as a night shift. No further nightshifts will be instituted unless school operations change significantly. If school operations do change significantly, night shifts will not be instituted without prior discussion and consultation with the Union.

16.10 Shift differential shall be paid as follows:

- Evening shift 48 cents
- Three weeks or more 55 cents
- Night shift 61 cents

16.11 16.11.1 People on alternate week shift will be paid 25 cents per hour in addition to the regular hourly rate on all regular hours worked.

16.11.2 People on three weeks evenings and one week days will be paid 42 cents per hour in addition to the regular hourly rate on all regular hours worked.

16.12 Employees will not be paid under both 16.10 and 16.11.

16.13 Employees will not suffer a shift differential wage loss during the Christmas and March break, or for illnesses less than ten (10) consecutive working days.

16.14 During the months of July and August, the shift differential rate will only apply to those staff working evening or night shifts. For Payroll/Pay purposes, during the months of July and August, the shift differential rate will cease with the first payroll of July, continue for 4 pay periods, and be reinstated on the first payroll of September.

16.15 **Standby**

Should an employee be required to be on standby the employee shall be paid 4 hours per day (ie. 24 hours) at straight time rates for each day (ie. 24 hours) the employee is required to be on standby. In the event that the employee on standby is called in to work the employee shall be paid the appropriate overtime rate for the hours worked.

16.16 Employees required to work on a swing stage, scaffolding and aerial lifts in excess of twenty feet shall be paid a bonus of 27 cents per hour.

16.17 **Leadhand**

If in the opinion of a supervisor a lead hand is required on a job the individual with the greater seniority and the qualifications who has expressed an interest in such a position will be selected and shall be paid 30 cents per hour for the period of time for which the employee is assigned the responsibility of leadhand.

16.18 **Permanent Supply**

16.18.1 The Board shall maintain a complement of four (4) employees for permanent supply.

16.18.2 Supply staff shall be assigned to replace staff who are absent due to illness or the granting of leaves of absence.

16.18.3 In the event that no positions are available due to illness or leaves of absence the supply staff may be assigned to any duties within the scope of the bargaining unit.

16.18.4 Supply staff shall be paid as per the Custodian I classification in accordance with Schedule "A".

16.18.5 After the first full shift of replacing an employee in a higher classification supply staff shall be paid the Schedule A rate of the classification to which they are assigned at the increment level to which the employee is entitled.

16.18.6 Each member of the supply staff shall be assigned from the Maintenance Department Shop. In the event that a supply staff member is assigned to a location outside the City limits of Thunder Bay the staff member shall be paid mileage for the distance from the assigned home base to the assigned location.

16.19 **Permanent Part-Time Supply Positions**

16.19.1 Permanent Supply Staff shall be assigned from the Maintenance Department Shop.

16.19.2 Permanent Part-Time Supply positions shall have designated base hours of work. When replacing other positions, the hours of work shall be no less than the Base hours, and shall be within the hours of work of the

position being replaced. Additional hours of work shall be offered to the permanent part-time supply before being offered to the temporary supply persons.

16.19.3 Additional work hours through assignment (up to 40 hours total per week) shall be offered to permanent part-time supply employees according to seniority and qualifications.

16.19.4 Mileage will be paid:

- in accordance with Article 29.3 when the employee reports to the designated base school and is reassigned; otherwise,

- for assignments which entail an increase in excess of 20 km round trip as compared to the normal round trip (home to designated base school), in accordance with Board policy for each additional kilometre in excess of former round trip plus 20 km.

16.20 **Casual Supply Staff**

16.20.1 Casual supply staff are defined as staff hired on a temporary on-call basis, with no guarantee of hours of work, classification, or location assignment. Following the assignment of work according to Article 16.19, Permanent Part-Time Supply Positions, these staff are employed as follows, subject to qualifications:

- i. as temporary replacements during the job posting procedure
- ii. as temporary replacements for staff who are absent due to illness or leave of absence, or time off in lieu of overtime, or as a replacement for Custodian II/Maintenance "B" positions when the incumbent is performing Maintenance "B" duties
- iii. to augment permanent staff from September 15 to September 30 for grass cutting and grounds keeping duties.
- iv. to augment permanent staff who are engaged in the Modified Work Program.
- v. to replace staff seconded to asbestos abatement work.

16.20.2 Casual supply employees shall not accrue permanent seniority. Should no employee with permanent seniority apply for a posted position, the posted position will be awarded to the casual supply employee with the greatest amount of temporary seniority based on date of first hire as a casual supply employee. Casual supply employees who turn down a permanent position will have their names dropped to the bottom of the supply list.

16.20.3 The Board shall produce a Casual Supply Employee Seniority list in October and March of each school year based on original date of casual hire. The listing will reflect employee names in descending order based

on original date of casual hire. A copy of such list shall be forwarded to the Union.

- 16.20.4 A casual supply employee will have the right to refuse a permanent cafeteria position if the employee has not worked in a cafeteria position in the preceding 12 months.

A casual supply employee will have the right to refuse a permanent custodial position if the employee has not worked in a custodial position in the preceding 12 months.

- 16.20.5 Casual supply employees shall be paid the minimum hourly rate of pay of the assigned classification. When a temporary supply employee becomes permanent they will be given credit towards their increment level for time worked on the basis of forty (40) hours worked equals one week of credit.

- (a) Casual supply employees shall not be eligible for any other benefits contained in the collective agreement. Casual supply employees shall be eligible for overtime rates of pay - 1 ½- only in excess of 8 hours per day and/or 40 hours per week.
- (b) A shift differential in accordance with Article 16 will be paid to casual supply staff commencing on the fifth consecutive working day.

- 16.20.6 Vacation pay for casual supply employees shall be 4% of earnings and shall be paid on each cheque. Casual supply employees shall be eligible to take two weeks unpaid vacation each year.

16.20.7 **Supply Staff Availability Requirements**

Rational: The Board is committed to ensuring there is a dedicated list of supply employees who can backfill for vacant custodial and cafeteria positions in accordance with the collective agreement.

Definitions: Definitions for casual supply staff and part-time permanent supply staff are found in the collective agreement.

Expectations for Availability:

- a) Casual Supply Staff must enter their availability into the absence system by Sunday evening every week with their availability for the following week.
- b) Permanent Supply Staff are required to be available from 7 a.m. – 11 p.m. Monday to Friday. If a permanent supply staff member has anything that would limit this availability (i.e. scheduled appointments) they must enter their availability into the absence system by Sunday evening weekly to indicate changes to their availability.

- c) There is no guarantee of hours for work for Casual Supply Staff.
- d) During the school year, Casual Supply Staff must be available for work a minimum of ten (10) days a month in order to remain on the supply list. Shifts must be a minimum of 4 (four) hour shifts (Monday to Friday) a month in order to remain on the supply list. If limited availability is provided, it must be during times when 4 hour shifts are regularly scheduled.
- e) During the summer months (July and August), Casual Supply Staff must be available for work at least fifteen (15) 4 (four) hour shifts (Monday to Friday) each month in order to remain on the supply list. During the first year of employment on the supply list, employees must be available for work all summer. Emergency situations will be addressed at the discretion of the Board.
- f) The absence system will offer shifts that fall within employees stated availability for the week. If unexpected circumstances arise that change the pre-stated availability, the employee must enter the information into the absence system and contact the Plant Maintenance Clerk (344-4681) immediately.
- g) Casual Supply employees may be removed from the list if they have not worked on five occasions but have been offered 5 shifts in the preceding 12 month period.

The preceding 12 month period will be based on the fiscal year calendar – September to August annually.

- h) If an employee declines an offered shift that falls within the employees stated availability, it will be recorded. Employees who have more than five declined shifts will have their names removed from the casual supply list.
- i) Seniority will be a determining factor when scheduling the number of hours per shift.
- j) Seniority will not be a determining factor when scheduling day shift or night shift.
- k) Seniority will not be a determining factor when scheduling shift locations. Employees will not be permitted to choose their locations.
- l) If an employee is elected or appointed to a position with the National or a local Union where time off may be required 16.20.7 b), c) and d) of this letter will not apply.

- m) If an employee is elected or appointed to a position with the National, Provincial or a local Union but not on Union business, the employee is expected to be available to work.

16.21 In schools where the heating plant is 50 therm-hours or greater, the Head Custodian shall be required to possess a valid fourth class stationary engineers certificate. Effective July 1, 1984, an employee appointed to a position of Head Custodian must possess a valid Ontario Ministry of Labour Fourth Class Stationary Engineer Certificate or have successfully completed a Board approved program.

16.22 Promotional System

The following procedure will be implemented 12 months after ratification (implementation date October 1, 1988). Training opportunities will be made available in order of seniority within the classification, most senior first. The existing lay-off procedures will not be affected by this system.

16.22.1 All new custodial employees, hired by the Board, will be placed as Custodian I. They will serve their 3 month probationary period in this category. To complete probationary period they must demonstrate sufficient understanding of the role description of a Custodian I as per the Board's role description.

16.22.2 To be promoted to a Custodian II you must first:

- (a) have completed your probationary period as a Custodian I
- (b) attend and pass a Board sponsored Pre-Qualification for Custodian II course
- (c) be the most senior applicant.

16.22.3 To be promoted to Head Custodian of an elementary school you must first:

- (a) have completed and passed a probationary period as a Custodian II and have been employed successfully in a Custodian I or II position for the preceding 24 months
- (b) have attended and passed the Pre-Qualification for Head Custodian Board approved course
- (c) be able to effectively communicate both oral and written
- (d) attend Human Resources workshops sponsored by the Board and show some leadership qualities
- (e) be the most senior applicant.

16.22.4 To be promoted to Head Custodian of a secondary school you must first:

- (a) have been a Head Custodian and completed your trial period

- (b) attend Human Resources workshops sponsored by the Board and show some leadership qualities
- (c) be able to effectively communicate both oral and written
- (d) be the most senior applicant.

16.22.5 For buildings requiring a ticket in accordance with the Operating Engineers Act, the Board will give preference in the following order in filling vacancies for the Head Custodian:

- (i) an employee who satisfies the Promotional System and has a valid ticket,
- (ii) an employee who satisfies the Promotional System requirements in accordance with Article 16.22.3 and is actively participating in an approved course to receive a ticket,
- (iii) an employee who satisfies the Promotional System requirements in accordance with Article 16.22.3 and begins active participation in an approved course within one year of appointment.

An employee who is appointed to such a vacancy must be in possession of a valid ticket within two years of commencing the job. An employee who fails to meet this condition will be put on permanent supply status at the rate of pay of their classification prior to promotion to Head Custodian "with ticket", until a vacancy in the classification at which they are paid becomes available and they will not be permitted to make an application under this provision until they have been granted a valid ticket.

Until such time as the Head is in possession of a ticket the Board reserves the right to place a Custodian II, with a ticket, into the school in accordance with the provisions of the collective agreement.

Should no employee be willing or able to satisfy the above requirements, the promotional system may be bypassed for the posted position of Head Custodian "with ticket" in the instant case.

16.22.6 Article 16.22 does not apply at buildings where a 3rd class ticket is required, nor where a Custodian II with a ticket is required and no qualified employee with a ticket applies.

16.23 **Maintenance – Promotions**

16.23.1 An employee who applies for a Maintenance "B" position must have the background experience required for the position.

16.23.2 An employee classified as Maintenance "B" who applies for a Maintenance "A" trade position must have a valid Ontario certificate of qualification for the posted position.

16.23.3 Employees hired for Maintenance "A" positions will be required to provide a valid trade certificate for the posted classification.

16.23.4 Maintenance "B" positions will be filled internally before hiring from the open market provided that applicants have the required skills as determined by the Superintendent of Business and Plant Department.

16.24 Custodian II/Maintenance "B", Asbestos Abatement Employees

16.24.1 The Board shall maintain a compliment of six (6) Maintenance B and three (3) Asbestos Abatement employees at all time. The Board also will have the right to transfer a Maintenance B, or Asbestos Abatement employee to available maintenance or asbestos abatement work at any time during the calendar year.

16.24.2 There shall be no guarantee of Maintenance B, or Asbestos Abatement work for a Maintenance B, or Asbestos Abatement employee.

16.24.3 Maintenance B, or Asbestos Abatement employees will be paid at their Custodian rate when performing custodial duties, and as Maintenance B when performing Maintenance B duties, and as Asbestos Abatement when performing Asbestos Abatement duties. Vacation and Paid Holidays shall be paid at the Maintenance B, or Asbestos Abatement rate of pay only if the employee works as a Maintenance "B" or Asbestos Abatement employee on the regular working day or immediately prior to and immediately after the vacation or paid holiday in question.

16.24.4 For the purpose of the scheduling of annual vacation, Maintenance B, or Asbestos Abatement positions shall be considered as maintenance positions (refer to clause 25.3)

16.24.5 All permanent staff can apply for Maintenance B positions, except Head Custodians, Cafeteria Managers, Truck Driver and the Courier.

16.25 Definitions

16.25.1 Maintenance "A" trade refers to an employee who possesses an applicable, valid Ontario certificate of qualification.

16.26 Student supervision will not normally be assigned to a classification or position in this bargaining unit where supervision is not a core duty of that classification. This does not diminish an employee's responsibility to assist in emergency situations.

When an employee accepts to voluntarily supervise a student (i.e. Co-op, special needs, etc.), other employees will not be required to supervise that student without their prior approval. The Union shall be notified of all employees who have agreed to voluntarily supervise students.

Workplace Violence and Harassment Prevention

The Board shall recognize its obligations to provide a safe and healthful environment for CUPE members and to carry out all duties and obligations required by legislation. Both parties shall cooperate to the fullest extent possible in the prevention of accidents and the reasonable promotion of health and safety.

The Board and CUPE Local 2486 agree that harassment and or bullying is unacceptable behaviour and it is the responsibility of both parties to work in a collaborative, cooperative manner in promoting a harassment-free and violence-free environment. Where an investigation is required it shall be done in accordance with the Board's Policy.

(See also Part A Central Terms Letter of Understanding #1)

ARTICLE L17 – OVERTIME

17.1 Overtime Defined

With the exception of 17.8, 17.9, 18.8, 18.9, all time worked before or after the regular work day (8 hours), or the regular work week (40 hours) shall be considered overtime.

17.2 Overtime worked before or after the regular daily hours shall be paid at the rate of time and one-half.

17.3 Any work performed by an employee after twelve midnight Friday to twelve midnight Sunday shall be paid at the rate of time and one-half of the regular rate of pay.

17.4 Where weekend or holiday firing is required, the employee shall be paid a minimum of two (2) hours at time and one-half of the employee's regular rate. Should firing days fall on a statutory holiday as per Article 26.1, the employee shall be paid at the rate of double time plus the employee's regular earnings.

17.5 In the event that an employee is called in to work and sent home, so that the employee could work a later shift, the employee shall be paid for four hours straight time.

17.6 An employee may choose to receive time off, at the appropriate overtime rate, at a mutually agreeable time, in lieu of the cash payment for overtime. This provision is not to exceed ten (10) days per calendar year.

Upon written request of the Union, the Board shall provide a list of all time taken off in lieu of overtime pay as recorded in the absence tracking system.

This provision also applies to permanent part-time employees working extra hours under 17.8, and any employee may not accumulate lieu time in excess of ten (10) times their normal regular daily hours.

- 17.7 When regular part-time staff work extra hours as temporary replacements as defined in Article 16, overtime shall be paid only for hours worked in excess of eight per day and forty per week.

e.g. Custodian A at school Z works 8:00 a.m. to 12:00 noon

Custodian B at school Z works 1:00 p.m. to 5:00 p.m.

In the event Custodian B is off sick and Custodian A works the extra hours, all hours worked by Custodian A that day are paid at straight time.

- 17.8 For clean-up during the March Break, Christmas Break, P.A. days and July and August, overtime will only be paid for hours worked in the excess of forty per week.

e.g. Employees who work less than full time, may work extra hours (with supervisory approval) at straight time, up to eight hours per day and forty hours per week.

- 17.9 Employees who work ten (10) or more consecutive hours will receive a meal allowance of \$10.30.

- 17.10 Planned overtime will be offered equitably among qualified personnel at each site and managed by the Head Custodian.

- 17.11 When an employee is called to work outside of the employee's regular working hours to check buildings or to repair damage the employee shall be paid time and one half for time worked with the minimum payment being equivalent to 4 hours at straight time.

- 17.12 Build a joint union board memo on assignment of overtime which will be signed by both parties.

ARTICLE L18 - HOURS OF WORK

- 18.1 Custodian I employees are not to work beyond 10:30 p.m. unless agreed upon by the employee and the union.

- 18.2 All overtime work for special meetings, student activities, elections, etc., or any time worked in excess of the "hours of work" as defined herein, and as authorized

from time to time by the Superintendent of Business and Plant, all custodial and maintenance personnel shall be paid for the actual hours worked at the rate of time and one half of the employee's regular classification. In the case of evening or special activities, the custodian shall be on duty one half hour preceding the opening time of such activity and shall remain on duty one half hour after the close of such activity, both half hours to count as part of the employee's overtime and further, the employee shall be guaranteed pay for a minimum period of two hours on any such occasion. The Board will pay for custodians coming in for unusual cleanup after dances, at overtime rates, if applicable.

18.3 The work week shall be Monday to Friday.

18.3.1 **Day Shift** is defined as any hours worked between 7:00 a.m. and 5:00 p.m.

18.3.2 **Evening Shift** is defined as follows:

18.3.2.1 Any 7 or more hour shift between 2:00 p.m. and 11:00 p.m.

18.3.2.2 Any hours worked between 5:00 p.m. and 11:00 p.m.

18.3.3 **Night Shift** is defined as any 7 or more hours shift between 11:00 p.m. and 7:00 a.m.

18.4 **Change of Hours**

Employees hours of work shall not be changed except through:

18.4.1 the layoff, bumping, and recall procedure

18.4.2 a successful bid via the job posting procedure

18.4.3 Three Party Agreement - mutual consent among the Board and the Union Executive, and the employee(s) based on operational needs.

18.5 **Lunch Break**

For employees who work an eight (8) hour shift there shall be a twenty (20) minute paid lunch period included in each eight (8) hour shift for each of the following employee groups:

18.5.1 secondary school day shift and evening shift

18.5.2 elementary school evening shift only

18.5.3 all night shifts

There shall be a one (1) hour unpaid lunch period for each eight (8) hour shift for Elementary Head Custodians.

- 18.6 In schools where there is only one Custodian II in addition to the Head Custodian, the Head Custodian shall work day shift for three (3) weeks out of four (4) and evening shift for one week out of four unless mutually agreed to do otherwise.
- 18.7 In schools where there are two or more Custodian II's in addition to the Head Custodian, the Head Custodian shall work day shift only unless mutually agreed between the Board and the Union Executive to do otherwise. Any new rotation where there are two CII's in a worksite, and there is more than one shift, the shifts shall be rotated.

18.8 **Summer Hours**

18.8.1 For employees who work at least an eight (8) hour shift during the months of July and August there shall be a twenty (20) minute paid lunch period included in each shift.

18.8.2 An employee shall have the option of completing the employee's regular work week within a four (4) day period, not exceeding ten (10) hours per day, during the months of July and August.

18.8.3 Should a forty-hour per week employee work less than the employee's full work week during July and August (with supervisory approval), and not suffer a reduction in wages, the time off must be made up, at regular rates of pay, during the preceding period of September to June.

It is understood that the time worked in the preceding September to June period must be in accordance with the Approved School Plan for that Site.

e.g. Custodian A normally works 40 hours per week, 8 hours per day. During July and August, the employee works 4 - 8 hour days per week for five weeks, and receives full pay. The employee, therefore, has $5 \times 8 = 40$ hours to make up during the preceding period of September to June.

18.8.4 Should an employee who works less than 40 hours per week work less than the employee's work week during July and August, (with supervisory approval), and not suffer a reduction in wages, the time off must be made up at regular rates of pay during the months of July and August.

18.8.5 When employees choose to work in excess of 8 hours per day during the months of July and August in order to implement the four day work week, overtime shall not be paid. However, any hours worked in excess of forty (40) per week are subject to overtime rates.

18.8.6 When an employee arranges to work less than the employee's full work week during July and August, in accordance with Article 18.8.3, overtime

rates are not applicable while the hours are being made up during the preceding September to June period.

18.8.7 Time off shall be arranged in order to maintain a five (5) day operation, Monday to Friday, where applicable.

18.8.8 Prior to the end of May, each employee will designate the employee's option for the months of July and August and a summer schedule will be posted in all work locations.

18.8.9 The summer schedule will be developed by the appropriate supervisor in consultation with the employee and the Head Custodian.

18.9 Christmas Break and March Break

Should an employee wish to take time off during the Christmas and/or March Break, the employee will make the request, indicating which option from 18.9.1 the employee wishes to use. The request will be made in writing to the employee's Supervisor at least four (4) weeks prior to the Break in question. Such request will not be unreasonably denied.

18.9.1 Options for Time Off

1. Use of annual vacation

2. Work additional hours at regular time normally prior to the Break. Arrangements will be made between the employee and the employee's supervisor. Additional hours worked shall be units of one hour (1) or more per day.

Option for unpaid personal time can only be used once all vacation and lieu time has been exhausted.

18.9.2 Arrangements will be made for the normal checking of the plant, water and heating system.

18.10 Maintenance and Warehouse Hours of Work

18.10.1 Maintenance and warehouse staff will work the day shift unless circumstances dictate otherwise.

18.10.2 Maintenance and warehouse employees shall have a 30 minute unpaid lunch break.

18.10.3 Employees working at schools within the City limits of Thunder Bay report for work at the schools at their regular starting time, and leave at their regular quitting time.

18.10.4 Employees working outside the City limits shall be deemed to have commenced employment at 8:00 a.m. at the shop. They will note the time required to reach the school, and leave early an equivalent length of time.

18.10.5 Employees will be paid at the rate of two (2) times their regular salary for working inside septic tanks and cistern tanks.

18.11 Head Custodians

18.11.1 There shall be a Head Custodian in each school.

18.11.2 The duties and responsibilities of the Head Custodian shall include the care, cleanliness, heating of the school, and the supervision of custodial staff.

18.11.3 Any employee designated as a Head shall be required to adopt the Head Custodian's regularly scheduled hours of work.

18.11.4 Head Custodians are required to complete Head Custodian refresher training every 36 months.

18.12 Where feasible, the Head Custodian (with the approval of the Supervisor) may grant an employee's request to reschedule their evening shift on P.D. days and/or on Fridays so that their shift ends no later than 6 p.m. on the day(s) in question. Such requests will not be unreasonably denied. Rescheduling on Fridays that are not also P.D. days shall be available only to employees who are scheduled to work three or more weeks of consecutive evening shifts.

18.13 Filling of Custodial Vacancies

Due to: Posting openings, Modified work support, illness, replacing Health and Safety Inspectors, Maintenance "B" backfill, special works (i.e. snow removal), Grass Crew, etc.

18.13.1 When dealing with article 18.13, seniority shall be the main factor, with the exception of positions requiring the employee to have specific qualifications (i.e. water ticket).

18.13.2 The duties and responsibilities of all Custodial positions are outlined in the custodial Handbook.

18.13.3 (Head Custodian Absence) The most senior custodian II on shift in each school will be designated as the Head Custodian, provided they have more seniority than the top permanent supply available.

18.13.4 (CII & CI absence) Vacancies in all CII & CI positions will be filled within the worksite by worksite staff first, with article 18.13.3 being the exception.

18.13.5 There shall be a (one) day period to allow for adjustments of assignments to ensure the more senior employee has the greater hours.

18.13.6 It is the responsibility of the employee to notify plant Services of any absenteeism.

18.14 If a Permanent or Casual employee cannot attend work, notification to their respective Supervisor must be no later than 2 hours before the start of the shift.

ARTICLE L19 - RATE FOR TEMPORARY TRANSFERS

19.1 An employee may be transferred to a job classification carrying a higher rate of pay and with the exception of Permanent Supply classification, will be paid the higher rate for that classification from the first hour worked providing the employee completes one full shift.

19.2 If the Board finds it necessary to transfer, temporarily, an employee to a classification carrying a lower rate of pay, the employee's present salary shall continue.

19.3 Senior employees will be given preference on temporary transfers providing that equal qualifications prevail.

ARTICLE L20 – BENEFITS

20.1 The Board agrees to pay 100% of the monthly premiums for:

20.1.1 Hospital and Medical Coverage through the Ontario Health Insurance Plan.

20.1.2 Semi-Private hospital ward coverage through the Board's current plan.

20.1.3 Extended Health Coverage through the Board's current carrier. The plan will be 10/20 deductible, after June 1, 1999, 100/0% shared risk (previously 80/20). Effective June 1, 1999, a Hearing Care Plan "\$400 every 48 months" will be added to the Extended Health Coverage.

20.1.4 Group Life Insurance through the Board's current plan to a maximum of two times salary.

It shall be mandatory for all employees in the bargaining unit to participate in the following amount:

All employees shall take Life Insurance coverage for an amount of two times their annual salary to the nearest \$1,000.

Additional Group Life Insurance made available for those who wish to purchase it.

- 20.2 The Board agrees to pay 90% of the cost of the monthly premiums for the Board's current Dental Plan based upon the current O.D.A. fee schedule (both effective January 1, 1990).
- 20.3 Effective September 1, 2010 the Board agrees to pay 100% of the cost of the monthly premium for a \$400 reimbursement every 24 months and eye examinations to a maximum of \$100 dollars per year.
- 20.4 All of the above plans are equivalent to those currently provided by the Board and no changes in the specifications of the current plans will be made except by mutual consent between the Union and the Board.
- 20.5 **Long Term Disability**
The Board agrees to pay 75% of the premium costs for a Long Term Disability Plan providing the enrolment requirements of the insurance carrier are satisfied. The basic conditions of the Long Term Disability Plan will be as follows:
- 20.5.1 70% benefit level.
- 20.5.2 6 month total disability as a qualifying period.
- 20.5.3 Disability is defined as own occupation for 2 years, and any occupation thereafter.
- 20.5.4 70% benefit level will be reduced by any applicable pension premiums.
- 20.5.5 The Board will continue to pay the Board's portion of the premium costs of applicable benefits for a period of 24 months from the date of eligibility for receipt of benefits under the Long Term Disability Plan.
- 20.6 New employees hired after June 9, 1981, who work less than full-time shall have the Board's portion of premium costs for benefits pro-rated according to time worked.
- 20.7 **Supplementary Employment Benefit Plan (Maternity Leave)**
For the one week waiting period, the Board will compensate an employee at 100% of regular normal earnings.

(See also Benefits Part A Central Terms C5.00, Part B Local Terms Schedule C)

ARTICLE L21 - SICK LEAVE PROVISIONS

21.1 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease requiring

quarantining or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

21.2 Annual Sick Leave

21.2.1 All full-time employees (i.e. 40 hours per week) shall be entitled to twenty (20) days of sick leave per year.

21.2.2 An employee joining the Board staff during the year shall be given current sick leave credits on the basis of 20/12 days for each months' employment.

21.2.3 The sick leave entitlement for part-time employees shall be pro-rated according to time worked.

21.3 Accumulation of Sick Leave

21.3.1 The unused portion of an employee's annual sick leave shall accrue for future benefits.

21.3.2 Sick leave credits shall not accumulate beyond a maximum of 240 days at any time.

21.3.3 Employees on LTD or WSIB will accumulate sick leave in accordance with 21.2.1 and 21.2.3 up to a period of thirty (30) months. After thirty months, the sick leave accumulation will be frozen and will re-commence upon the employee's return to work.

21.4 Deductions from Sick Leave

21.4.1 The twenty days provided for sick leave each year must be used before an employee can use or call upon the days to the employee's credit in the employee's cumulative reserve.

21.4.2 An employee who has used the current year's sick leave may draw on the accumulated sick leave until the credit is exhausted.

21.4.3 Workplace Safety and Insurance Board Pay Supplement

Employees shall be entitled to receive accumulated sick leave benefits, if any, to make up the difference between their normal wage earnings and their W.S.I.B. claim entitlement.

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 done 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) months.

21.5 Verification of Absence Due to Illness

When an employee is absent from duty for reasons of illness for a period exceeding five consecutive school days, the illness shall be certified to by a qualified medical practitioner, dental practitioner, chiropractor or any other person acceptable to the Board. The Board reserves the right to request certification of an absence due to illness when this absence is for a period of five days or less.

21.6 Transfer of Sick Leave Credits

Sick leave credits accruing to an employee transferring to the Board's staff from another employer, shall be credited to that employee in accordance with the provisions of the Municipal Act R.S.O. - 1970, Chapter 284, Section 352, paragraph 65(b) and amendments thereto.

21.7 Sick Leave During Leave of Absence & Layoff

When an employee is given a leave of absence, with salary deduction, or is laid off the employee shall not receive sick leave credits for the period of such absence but shall retain the employee's cumulative credit, if any, existing at the time of leave or lay-off.

21.8 Guarantee In the Event of Disability

The Board guarantees to all employees that, in the event of a disability, they will receive benefits at least equal to benefits as provided under the Unemployment Insurance Commission Act, to qualify for premium reduction.

21.9 Sick Leave Records

21.9.1 On August 31st of each year, any unused portion of sick leave days for the preceding year shall be entered in the ledger to the credit of each employee.

21.9.2 A statement shall be sent to each employee at the beginning of each school year which shows his absence during the previous year, and the employee's balance, if any, in the Cumulative Sick Leave Reserve.

21.10 Service/Retirement Gratuity

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

The following language applies only to those employees eligible for the gratuity above.

21.10.1 Upon retirement each employee shall be entitled to a service/retirement gratuity. (Retirement means the act of ceasing to be employed by the Board upon becoming eligible for and accepting a pension.)

21.10.2 The formula to be used in calculating the service/retirement gratuity will be as follows:

$$\frac{NY \times SAL \times DR \times 50}{30 \times 240 \times 100}$$

1. NY = number of years of service with the Lakehead District School Board to a maximum of 30 years.
2. SAL = annual salary at the time of retirement.
3. DR = number of days remaining in the employee's Cumulative Sick Leave Bank.

21.10.3 In the event of an employee dying while employed with the Board, payments of a service gratuity shall be made by the Board to the personal representative or the estate of the said employee.

(See also Sick Leave Part A Central Terms C6.00, C13.00, 'Appendix B' Letter of Understanding #2, Letter of Understanding #8 and MOU 2012 Section 'D', 2012 MOU 'J')

ARTICLE L22 - LEAVE OF ABSENCE

22.1 Procedure for Obtaining Leave

22.1.1 Applications for a Leave of Absence shall be made in writing to the Human Resources Department, stating the period and circumstances. The application should be made well in advance of the occasion to permit processing by the Board. In the case of illness or bereavement in the immediate family (22.2.1.1 and 22.2.1.2) written application will be waived due to the suddenness with which these events occur.

22.1.2 The employee's supervisor will be advised of the leave so that a temporary replacement, if required, can be made.

22.1.3 All salary deductions resulting from the granting of a leave under 22.3 will be made from the employee's cheque as soon as possible.

22.1.4 In the event that an application for leave is not granted by an administrative official of the Board, the employee may present the request to the Trustees of the Board.

22.1.5 Leaves of absence will not normally be granted in July and August except under unusual circumstances.

Leave of Absence may be granted to employees by the Board under the terms and conditions as set out below:

22.2 Leave of Absence without a Salary Deduction

22.2.1 Leave on compassionate grounds

22.2.1.1 Illness - immediate family

This covers an absence from duty of an employee due to severe illness in the immediate family of up to but not exceeding five work days on any one occasion to a maximum of five (5) days per fiscal year. When used herein immediate family shall include only father, mother, married or unmarried couple of same or opposite gender, son, daughter, legal guardian, sister, brother, father-in-law, mother-in-law.

22.2.1.2 Bereavement - immediate family

This covers an absence from duty of an employee due to a bereavement in the immediate family of up to, but not exceeding five (5) working days on any one occasion. When used herein immediate family shall include father, mother, sister, brother, married or unmarried couple of same or opposite gender, son, daughter, father-in-law, mother-in-law, grandparents, grandchildren, legal guardian, sister-in-law, brother-in-law.

22.2.1.3 Attendance at a family funeral

This covers an absence from duty of an employee for one work day for attendance at the funeral of a member of the family not listed in 22.2.1.1 or 22.2.1.2 above, or a close friend, with permission of the Superintendent of Business and Plant.

22.2.2 Leave to write examinations

This covers an absence from duty of an employee to permit the employee to write examinations or trade tests leading to the advancement of the employee's academic or professional qualifications. An absence under this clause shall be for the period of the examination only, plus any required travel time to the place of the examination.

22.2.3 Absence to Take Courses:

Subject to Board authorization, an employee may be granted a leave of absence to attend a course approved by the Board for improving professional status.

22.2.4 Absence on Board Business:

An employee may be absent from duty on Board business when directed to do so.

22.2.5 Absence for Jury Duty and Witness:

Regular wages while attending jury roll call, serving on a jury, or acting as a witness will be maintained. Daily fees received from this duty will be remitted to the Board.

22.2.6 Absence as a member of a Ministry Committee:

An employee may be absent from duty when required to attend sittings of a Government Ministry Committee, provided that the Board endorses the appointment to the respective committees.

22.2.7 Absence for other reasons:

An employee may be absent from duty for a reason not set out in this Section, but which may be a valid one, but only when such a leave is granted by the Board.

22.2.8 Union Notification:

The Board will provide the Recording Secretary of the Union with a copy of the letter authorizing a leave of absence.

22.2.9 Indigenous Employees:

Indigenous Employees to be allowed to use existing short term paid leave for the purpose of:

- a) Voting in elections as indicated by 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.

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.

22.3 Leave of Absence with a Salary Deduction

Under this Section, Leave of Absence from duty may be granted to employees for the following reasons:

22.3.1 Attendance at a family graduation.

22.3.2 Attendance at a family wedding.

22.3.3 Attendance at a family anniversary.

22.3.4 Attendance at a convention or conference as a non-Board delegate.

22.3.5 Personal or family business, not specifically set out above.

22.3.6 Absence to a maximum of 18 weeks to a parent for the purpose of adopting a child. (See Appendix B)

22.3.7 Absence for a maximum period of one (1) year and not otherwise covered under this section, or Cumulative Sick leave plans, may be granted by the Board.

22.4 **Deferred Salary Leave**

Preamble

Contingent about appropriate computer software availability to automate the payroll and accounting requirements of the Plan, the Board agrees to implement the following Deferred Salary Leave Plan.

22.4.1 **Description**

The Deferred Salary Leave Plan has been developed to afford staff covered by this agreement the opportunity of taking a one (1) year or a six (6) month leave of absence and through deferral of salary, finance the leave.

22.4.2 **Qualifications**

Any employee having at least three (3) years seniority on permanent staff with The Board is eligible to participate in the plan.

22.4.3 **Application**

22.4.3.1 An employee must make written application to the Superintendent of Education (Staff Services) on or before May 1st requesting permission to participate in the plan.

22.4.3.2 Written acceptance, or denial, of the request with explanation will be forwarded to the applicant by the last school day in the school year the original request is made.

22.4.3.3 Approval of individual requests to participate in the plan shall rest solely with the Board. Salary deferral will commence on the first pay of the next school year (September).

22.4.4 **Payment Formula and Leave of Absence**

The payment of salary, fringe benefits, and the timing of leave of absence shall be as follows:

22.4.4.1 (a) In each year of the plan preceding the year of the leave, the employee will be paid a reduced percentage of the employee's annual salary.

The remaining percentage, which cannot exceed 33 1/3% of the annual salary, will be deferred and shall be retained for the employee by the Board to finance the year of leave.

- (b) The calculation of interest under terms of this plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a true savings account, one-year term deposit, a three-year term deposit and a five-year term deposit. The rates for each of the accounts identified will be those quoted by the bank with which the Board deals.

Interest shall be calculated as above and credited to the employee's account on the day prior to the last regular working day of each month.

Example:

- i. Rates in effect at end of month x.

- true savings account	9 1/2%
- 1 year term deposits	10 %
- 3 year term deposits	9 3/4%
- 5 year term deposits	<u>9 3/4%</u>
Average	9 3/4%

- ii. Amount of salary plus interest on account in month x= \$1,000

- iii. Interest earned $\$1,000 \times 9 \frac{3}{4}\% \div 12 = \8.12

- (c) Any interest generated as in Article 22.4.1(b) shall be paid to the employee in the taxation year during which it was accrued.

22.4.4.2 (a) While an employee is enrolled in the plan, and not on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received had the employee not been enrolled in the plan.

- (b) Fringe benefits will be maintained by the Board during the leave of absence; however, the premium costs of all fringe benefits, during the leave, shall be paid by the employee.

- (c) While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had the employee not been enrolled in the plan.

- (d) While on leave, monies accumulated will be paid in accordance

with the normal pay schedule.

- (e) Although it is not recommended, an individual may withdraw the total monies accumulated in the fund upon the commencement of the leave. Since this option is not recommended, you are advised to contact your local Union Executive prior to selecting a lump sum withdrawal of payment.

22.4.5 Terms of Reference

- 22.4.5.1 The leave of absence period must not be less than six consecutive months.
- 22.4.5.2 The leave must commence no later than six years after the date of the first deferral of salary.
- 22.4.5.3 An employee on leave may not receive any remuneration from the Lakehead Board during the period of the leave other than the amount of salary deferred plus interest accrued as per Article 22.4.4.1.
- 22.4.5.4 An employee returning from leave must remain in the employ of the Board for a period of time at least equal to the period of time the employee was on leave.
- 22.4.5.5 Should an employee elect not to take the leave within the six-year period as indicated in Article 22.4.5.2, the salary plus interest accrued shall be paid to the employee within sixty (60) days after the expiration of the six-year period in Article 22.4.5.2.
- 22.4.5.6 An employee may withdraw from the plan any time prior to March 1st of the calendar year in which the leave is to be taken. After receiving written notification of the employee's desire to withdraw from the plan, the Board shall pay to the employee all accrued salary and interest, within sixty (60) days.
- 22.4.5.7 Sick leave credits will not accumulate during the leave, nor will the previous accumulation be reduced. For leaves less than a year sick leave credits will be prorated as per the leave.
- 22.4.5.8 OMERS deductions are to be continued as provided by the current ruling of the OMERS Board. The employee is responsible for their share and the employer's share of OMERS contributions for the period of the leave.

- 22.4.5.9 In the event that a suitable replacement cannot be hired for an employee who has been granted a leave, the Board may defer the year of the leave. In this instance, an employee may choose to remain in the plan, or receive repayment as per Article 22.4.5.6. However, the conditions of Article 22.4.5.2 and 22.4.4.1(b) would continue to apply.
- 22.4.5.10 Should an employee die while participating in the plan, any monies accumulated, plus interest accrued (see 22.4.4.1(b)) at the time of death will be paid to the deceased's estate.
- 22.4.5.11 All employees wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.
- 22.4.5.12 On return from leave, an employee will be assigned to the employee's same position or, if said position no longer exists, the employee will be governed by the provisions of Article 14 effective the date of the employee's scheduled return to work.
- 22.4.5.13 (a) Employees laid off in accordance with Article 14 must withdraw from the plan.
- (b) In such case, the employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the plan.

(See also Statutory Leaves of Absence Part A Central Terms C12.00)

ARTICLE L23 - MEDICAL CERTIFICATE

- 23.1 All new employees will be required to provide the Board with a medical doctor's certificate of fitness before final appointment to staff is made.
- 23.2 The Board agrees to pay for any medical forms required by the Health Management Program.

In regard to the foregoing paragraph and Article 21.5 it is agreed and understood that for the term of the agreement the Board will not require that employees automatically submit a medical certificate after five days absence due to illness; that medical certificates will only be required when otherwise specifically requested by the employee's supervisor or the Health Management Program.

(See also Part A Central Terms C6.00 (h))

ARTICLE L24 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

- 24.1 The Board will grant pregnancy, parental and adoption leave in accordance with the provisions of the Employment Standards Act. (See Schedule B.)
- 24.2 The Board agrees to pay employees who qualify for E.I. benefits the equivalent of E.I. benefits during the one (1) week waiting period. Confirmation of E.I. approval and timelines must be provided by the employee to Human Resources.
- 24.3 **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 the 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.

(See also Pregnancy/Parental Adoption Leave (SEB))

ARTICLE L25 – Maternity Benefits/SEB Plan

25.1 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 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.

ARTICLE L26 - VACATIONS WITH PAY

26.1 Employees covered by this agreement shall be granted vacations with pay on the following basis. Calculation of vacations shall be based on August 31st.

Length of Service	Period of Vacation	Approximate Vacation Pay Equivalency
<12 months	$\frac{\text{no. of months}}{12} \times 10 \text{ days}$	4%
12 months	2 weeks	4%
3 years	3 weeks	6%
9 years	4 weeks	8%
15 years	5 weeks	10%
19 years	5.2 weeks	10.4%
21 years	5.4 weeks	10.8%
23 years	5.6 weeks	11.2%
25 years	6 weeks	12%

26.2 Custodial staff may take all of their vacation during the summer months of July and August. Custodial staff may take vacation at any time during the Christmas Break and March Break as approved by their Supervisor. Vacation time during the school year, shall be limited to a maximum of three (3) weeks, based on operational needs as determined by their Supervisor.

26.2.1 Employees are not permitted to change their vacation schedules without prior approval of their Supervisor.

26.3 Maintenance staff may take vacation at any time during the year but a vacation period of more than three (3) weeks during the months of July and August will be at the discretion of the Manager of Plant Services.

For each week of current vacation (up to a maximum of three weeks) not taken during the months of July and August, a one-half day bonus (up to a maximum of one and one-half days) will be paid. An employee may request time off in lieu of the paid bonus.

26.4 When an employee is granted a leave of absence, with salary deduction, which aggregates twenty (20) working days or more during a calendar year, vacation pay and entitlement shall be prorated according to time worked.

26.5 An employee on paid sick leave, wage loss, L.T.D. or W.S.I.B. will accumulate vacation credits while away from work as follows:

A) Vacation will be prorated according to months worked for the vacation year that the disability begins.

B) For the following year (the first full vacation year after the disability begins), the employee will be allocated their full regular allocation.

C) The employee will not accumulate any further vacation until the employee returns to work.

D) Upon the employee's return to work, the employee will receive vacation credits for that year prorated to months worked.

Employees absent on paid sick leave, wage loss, LTD or WSIB for less than one year will not have their vacation allocation prorated.

The following example illustrates how this clause works.

(Assume employee has 9 years of service = 4 weeks/20 days vacation)

e.g.

Date of Disability: May 29, 2014

Return to work Date: February 27, 2017

Vacation Allocation:

*A) For 2013-2014: 20 days x 9/12 months = 15 days

*B) For 2014-2015: 20 days (full allocation) = 20 days

*C) For 2015-2016: 0 days

*D) For 2016-2017: 20 days x 6/12 months = 10 days

*cross reference with above

Total Allocation upon Return to Work = 45 days (less any days used in 2013-2014 before disability began)

26.6 Use of time off must be used during the year it is accrued.

With approval from an employee request or due to operational requirements of the Board, up to one-week of vacation can be carried over into the next vacation year. The Board may approve employees to bank a greater period of unused vacation time from year to year in unusual circumstances. Approval must be given by the respective Supervisor in writing for such additional carryover.

If vacation has not been approved for carry over and has not been exhausted, it will be paid out.

26.7 When an employee has exhausted his/her vacation or lieu time, any subsequent time entered into the absence system that is over the allocated amount as either vacation or lieu time will result in a loss of salary. A repayment plan will be set up on a mutual agreement between the Employer, Employee and the Union.

(See also Part A Central Terms Letter of Understanding #1)

ARTICLE L27 - STATUTORY HOLIDAYS

27.1 The following days shall be recognized as statutory or civic holidays without reduction in regular earnings. Time worked on such holidays at the request of the Board shall be paid at the rate of double time plus the employee's regular earnings. However, if an employee has strong religious convictions concerning working on Easter Sunday no employee would be so required to work.

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

27.2 Each employee who has completed the employee's probationary period shall be entitled to one (1) floating holiday (effective June 1, 1999, two (2) floating holidays) which must be taken between December 24 and January 2. The day to be observed as the paid holiday will be mutually agreed to by the Union and the Board.

27.3 If an employee is taking vacation during a week where a statutory holiday falls, the employee is not required to take a vacation day for the statutory holiday.

27.4 Should any of the identified statutory holidays occur on a Saturday or Sunday, the Holiday shall be scheduled at a time mutually agreed to by the Union and the Board.

27.5 In lieu of Remembrance Day, employees shall be granted a floating holiday which shall be taken at a mutually agreeable time between the employee and his/her supervisor. The day must be utilized within the calendar year. Normally, an

employee shall make a request, in writing, to his/her supervisor at least two weeks prior to the date requested for the floater.

In the event that Remembrance Day is restored as a school holiday, Remembrance Day will be re-instated as a statutory holiday.

- 27.6 A permanent part-time employee who is temporarily assigned to a position with a greater number of daily hours will receive holiday pay in accordance with Article 26 based on the greater daily hours provided that the employee works in the position on the regularly scheduled work day immediately preceding the paid holiday(s) in question.

(See also Part A Central Terms Letter of Understanding #1)

ARTICLE L28 – CLOTHING/SAFETY FOOTWEAR

- 28.1 It is mutually agreed that all employees covered by this agreement wear a standard type of clothing which will be determined by the Board, in consultation with the Union.
- 28.2 The cost of such clothing shall be borne by the Board and limited to the amount set out in 27.3. Upon completion of an employee's probationary period, or after one year from the date of start as a Supply Employee, such employee shall be issued an allowance for the purchase of Board selected items at a Board designated retail outlet.
- 28.3 The yearly allowance shall be \$221.51 and each qualified employee shall receive a lump sum payment each year.
- 28.4 The Board will maintain a supply of protective clothing as required under the Occupational Health & Safety Act.
- 28.5 It is the responsibility of the employee to keep their clothing clean and in good repair. Employees must wear their uniforms while they are on duty for all shifts, except in circumstances where the Supervisor has given permission to do otherwise.
- 28.6 **Safety Footwear**
Employees required to wear safety footwear shall have costs reimbursed up to \$100.00 every 2 years. The footwear must meet a minimum of CSA standards and cover ankles.

ARTICLE L29 - POLICE RECORDS CHECKS

- 29.1 Employees of the Board shall be governed by, the Board's Police Records Check, policy and procedures.
- 29.2 Any action taken by the Board affecting an employee that is related to the Police Records Check or the offence declaration may be the subject of a grievance.

ARTICLE L30 - MILEAGE AND INSURANCE ALLOWANCE

- 30.1 Where a maintenance employee drives his own vehicle from job to job, at the direction of the Board, he shall be paid a mileage allowance in accordance with Board Policy.
- 30.2 Maintenance employees who utilize their vehicles to transport the full complement of tools required for the job, from job to job, will be paid 20¢/km in addition to the mileage allowance in accordance with Board Policy.
- 30.3 Custodial employees required to travel to a satellite school from their home school shall be paid a mileage allowance in accordance with Board Policy for the distance from the home school to the satellite school.
- 30.4 Any employee required to attend meetings, at the request of the Board, shall be paid a mileage allowance in accordance with Board Policy for the distance from the employee's assigned school to the location of the meeting and the return distance to his home school.
- 30.5 No employee will be required to transport students in their personal and or Board vehicle.

ARTICLE L31 - PERSONAL TOOLS - MAINTENANCE EMPLOYEES

When an employee's personal tools are on Board property or in a Board vehicle, and are stolen or destroyed by fire or lost or damaged in transportation by the Board, the Board will replace such major losses by tools of equal value or compensate the employee for the value of the tools, unless caused by negligence of the employee. This clause does not cover minor losses; eg. pair of pliers.

ARTICLE L32 - COST OF LIVING ALLOWANCE

- 32.1 Based on the October 1991 to the October 1992 Consumer Price Index, 1981 equals 100, if the cost of living increases during the above period by 6.5% or greater, effective December 31, 1992 the grid in effect on that day in Schedule "A", of the Collective Agreement, will be adjusted upwards by 1%.

32.2 Pay Periods and Pay Days:

Wages in accordance with schedule "A" shall be paid by direct deposit on a regular bi-weekly payday, except when interfered with by the occurrence of a paid holiday in which case the regular payday may be advanced by one (1) day.

- 32.3 In the event of an error either by the Employer or the employee on their regular pay, the Employer, within three (3) days of being notified or as soon as possible, will make the correction to the employee's pay.

Late submission of timesheets by the employee does not constitute an error.

ARTICLE L33 - PENSIONS AND RETIREMENT

- 33.1 All employees will participate in the Ontario Municipal Employees' Retirement System (OMERS).

Retirement will be in accordance with the rules and conditions of the Pension Plan.

- 33.2 Retired employees and those who have left the Board's employ after December 31, 1990 will receive retroactive wage increases and benefits from January 1, 1990 to the date of retirement or last day of employment.

ARTICLE L34 - IN-HOUSE APPRENTICESHIP PROGRAM

- 34.1 Positions are complementary to normal Maintenance Department staff and would be filled following the normal posting process.

34.2 Entrance Criteria

34.2.1 Applications would be received through the internal posting process. The posting would contain as a minimum the identification of the type of apprentice sought.

34.2.2 The required education qualification is a minimum of the completion of Grade 12, or equivalencies as agreed to by the Apprenticeship Committee.

34.2.3 Candidates must successfully complete a suitable aptitude test from an outside source as agreed to by the Apprenticeship Committee.

34.2.4 Candidates would be interviewed by a Selection Committee. The Selection Committee shall consist of two members selected by the Board and two members selected by the Union. One of the two members selected by the Union shall normally possess a journey ticket of the trade under consideration.

34.2.5 The Selection Committee shall be advisory only. The final decision rests with the Board subject to the provision of Article 15.3. The Union members of the Selection Committee shall not be used to defend any selection.

34.3 **Apprenticeship Type(s)**

34.3.1 The type to be considered in any one year would be based on Board needs and projected retirements (based on age 65) in future years.

34.3.2 The Ministry's regulations regarding the ratio of apprentices to ticketed journeymen must be observed.

34.4 **Apprenticeship Duration**

34.4.1 The Program is to be designed to take on people with or without any apprenticeship background and bring them through the necessary training to completion of a journeyman's ticket.

34.4.2 The apprentice would be given two opportunities to successfully complete any one "school" session. Unsuccessful completion would result in being dropped from the program. Employees dropped from the program, after the initial six months, for this reason shall exercise their seniority rights through the job posting procedure.

34.4.3 During the first six months of an approved apprenticeship program the employee may choose to opt out of the program and return to their former position, or the Board may return the employee to their former position if the appointment is unsuccessful. In order to accommodate this right, the posting of the former position shall state that the incumbent has the right to return to the position for six (6) months. The employee displaced by the return to work shall obtain a position in accordance with the bumping procedure as defined in Article 14. The bumping procedure initiated by the displaced employee shall not displace the returning employee from his/her position. After this six month period the employee must complete the apprenticeship program - resignation or dropping out of the program (unless through illness or mutual agreement of the Board and the Union) shall constitute resignation from employment with the Board.

34.4.4 The Board agrees that once it has approved a specific apprenticeship that it will see it through to completion. Should reduced funding require a reduction of staff, the Board agrees to meet with the Union to discuss reasonable alternative arrangements to suspending the apprenticeship(s).

34.4.5 The progress of individuals and the program are to be reviewed by the Apprenticeship Committee.

34.4.6 There is no assurance of a journey's position upon completion. Normal lay-off and bumping procedures would apply, with their former classification used as the basis for wages, bumping and recall rights.

34.5 **Full Time Trade Position**

34.5.1 All vacancies for permanent trade position would be posted internally and are subject to the normal procedures.

34.5.2 Persons that have successfully completed their apprenticeship may apply.

34.6 **Rate of Pay**

34.6.1 Based on other rates in the collective agreement as follows:

<u>Year</u>	<u>Rate</u>
--------------------	--------------------

- | | |
|---|--|
| 1 | Custodian I - (start rate for 1st six months and 6 month rate for 2nd 6 months) |
| 2 | Custodian I - 12 month |
| 3 | Custodian II - 12 month |
| 4 | Head Secondary - 12 month |
| 5 | Maintenance "A" Trade - 12 month |
| 6 | Full rate of certified trade (if employee remains with the maintenance department) |

34.6.2 **Pay during "school" sessions**

Rate of pay shall be topped up to the maximum allowed by E.I. in accordance with the rates specified above, and paid directly by the Board if such payment is possible. All rights, privileges and benefits will continue as if working.

34.7 **Grandparenting**

34.7.1 All Maintenance staff on permanent employment with the Maintenance Department as of December 11, 1993, are to be protected from bumping (and recall) by any person who completes their apprenticeship with the Board through the in-house program.

34.7.2 If the Maintenance Department is required to lay off, the apprentices would be the first laid-off, and have right of recall to that apprenticeship classification.

34.7.3 Journeys hired from outside the Bargaining Unit after December 11, 1993, may be bumped by an individual that completes their apprenticeship.

34.8 Conclusion

34.8.1 It is recognized that the program necessitates that the Board enter into apprenticeship agreements. The decision to proceed on this would remain with the Board

ARTICLE L35 - MODIFIED WORK PROGRAM

35.1 Commitment to the Program

The parties are committed to the provision of suitable modified work to disabled employees. The Board's Modified Work Policy and the Union's involvement in the process confirm this commitment.

The Modified Work Policy provides for the placement of partially disabled employees into meaningful, productive work that is suitable to their disabilities and capabilities. It is designed to utilize their skills, while maintaining the integrity of the job and the quality of the work performed. The Policy permits the matching of an individual's restrictions and abilities with the demands of the job, while permitting self-placement into suitable jobs through the job posting procedure.

The Board and the Union recognize the benefits of a formal rehabilitation program for partially disabled employees who, because of injury or illness, are unable to perform their regular work. Every reasonable effort will be made to provide meaningful employment for both permanently and temporarily disabled employees.

35.2 Union Involvement

An integral part of the Modified Work Program is the joint Union/Board Committee. The Union shall participate at all stages of the process, including amendments to the Board's Policy and Procedures.

35.3 Remuneration While on Modified Work

35.3.1 Wages for modified work will normally not be less than pre-disability wages unless the employee chooses to work in a position of less hours or lower classification for reasons unrelated to the disability.

35.3.2 Where an employee's hours under Modified Work are shortened to accommodate the disability, further remuneration up to pre-disability earnings may be made up from sick leave credits, LTD benefits, or WSIB supplement as appropriate, according to contractual and legal rights.

35.4 Work Placement

The Modified Work Committee will be comprised of three members of the Board and three members of the Union, one who shall be on W.S.I.B. or L.T.D. The goal

of placement is to place employees in jobs within the bargaining unit that, as closely as possible, resemble their pre-disability jobs, unless otherwise agreed by the Committee and the employee. The Committee shall have access to all relevant information as available to the Committee.

35.5 Permanent Positions

The Modified Work Committee will attempt to identify permanent positions for disabled employees where these are required. Positions so identified are subject to written ratification by the Board and the Union.

If the placement of a disabled employee in a permanent position requires the waiver of any provision of this Collective Agreement, the prior written agreement of the Union and the Board must be obtained.

35.6 An employee with permanent restrictions who is not in a regular permanent position (i.e. the job has been altered or created on a temporary as-required basis) will have a standing application on file for any suitable permanent positions. The Modified Work Committee will make the final determination regarding placement in the position.

35.7 Work Load of Fellow Employees

When the placement of a disabled employee results in an increase in workload of a fellow employee, including the amount of heavy tasks, the placement must be approved by the Modified Work Committee with timelines established to periodically monitor/review the situation.

ARTICLE L36 - TEMPORARY MAINTENANCE EMPLOYEES

36.1 When maintenance employees are required by the Board for a temporary period during June, July and August for special projects, the following terms and conditions apply:

36.1.1 Rate of pay shall be as per Schedule A.

36.1.2 With the exception of clause 15.5 and 15.11, temporary maintenance jobs shall be posted as per Article 15. Vacancies arising from the filling of posted positions need not be posted, and may be filled by temporary custodial employees as defined in Article 2.

36.1.3 With the exception of clause 18.8 and 18.9, hours of work shall be in accordance with Article 18.

36.1.4 The following articles do not apply to employees who, if any, are hired from outside:

36.1.4.1 Seniority - Article 12 and Article 13

36.1.4.2 Employee Benefits - Article 20

- 36.1.4.3 Sick Leave - Article 21
- 36.1.4.4 Leaves of Absence - Article 22.1
- 36.1.4.5 Vacations with Pay - Article 26
- 36.1.4.6 Statutory Holidays – Article 27
- 36.1.4.7 Clothing - Article 28
- 36.1.4.8 Layoff and Recall - Article 14

Temporary maintenance employees shall only be entitled to statutory benefits.

- 36.2 The Board and Union may mutually agree to apply the terms and conditions of this article for special projects at times other than June, July and August.
- 36.3 Temporary maintenance employees shall not be hired if a qualified employee is on layoff.
- 36.4 A current employee transferred to a temporary maintenance position through posting procedure will return to the employee's formerly held position upon the expiration of the temporary maintenance position. A current employee shall not suffer any loss of seniority or benefits as per 35.1.4 above as a result of a transfer to a temporary maintenance position.

ARTICLE L37 – JOB EVALUATION AND PAY EQUITY COMPLIANCE

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

The parties have identified and are committed herein to a process and procedure to review, update, and initiate a revised job evaluation program, which will periodically review positions to determine appropriate job category placement within the salary/wage structure. Such program will be compliant with the provisions of the Maintenance Requirements of the Pay Equity Act of Ontario.

The following provisions represent the key commitments of the parties to the implementation of this important initiative:

- Target evaluation of not less than 20% of all Bargaining Unit jobs each year.
- Each position to be subject to re-evaluation every completed 5-year cycle unless there have been significant changes to the job.
- Where an employee's job is recommended and approved for placement at a higher category through this job evaluation process, the Employee will be placed at the salary/wage level in the new category at the level next step higher to their present salary/wage.

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

The Board shall prepare a new job description whenever a job is created or a revised job description whenever the duties of a job change significantly. The Joint Job Evaluation Committee will make every effort to evaluate the position within ninety (90) calendar days.

Internal Equity

In order to reconcile the Pay Equity Banding and internal equity (the relative worth of classifications to each other within the bargaining unit and the collective agreement), the parties agree to implement internal equity. To this effect, in an effort to implement internal equity within the bargaining unit the parties undertake to form a joint committee to review this matter. Composition of the committee: The Job Evaluation Committee shall be comprised of four (4) representatives of the Employer and four (4) representatives selected by the Union. Either party may have the assistance of a resource person. Must have a quorum of 75% in attendance to conduct a meeting. The parties will meet no later than 60 days following ratification of this collective agreement to:

- Establish a committee.
- Review the terms of reference.
- Develop the joint job evaluation committee structure; and
- Develop the evaluation process.

ARTICLE L38 – DURATION

38.1 This agreement shall continue in effect from September 1, 2022, and expiring on August 31, 2026, and shall continue automatically thereafter for further periods of twelve (12) months each, unless either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the annual expiration date of its desires to amend, modify or terminate this agreement.

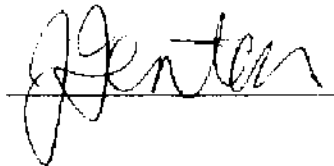
38.2 In the event of such notification being given as to the amendment of this agreement, negotiations between the parties shall begin within thirty (30) days following such notification.

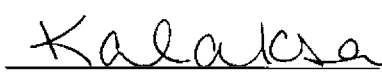
(See also Length of Term Part A Central Terms C3.00)


Dated at Thunder Bay this 19 day of JUNE, 2024.

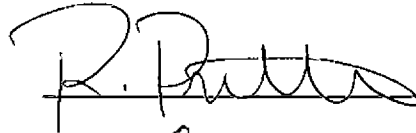
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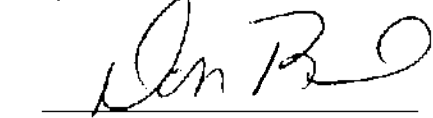
For Lakehead District School Board:






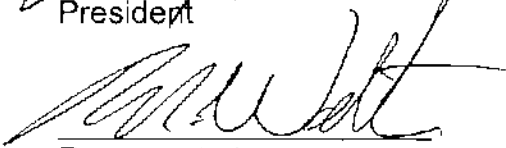


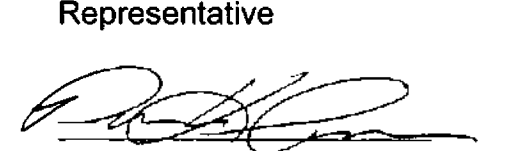


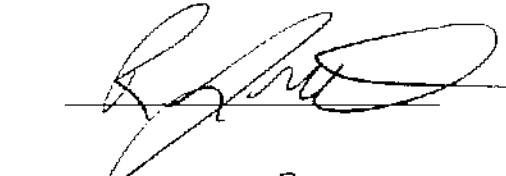



For the Canadian Union of Public Employees, Local 2486:

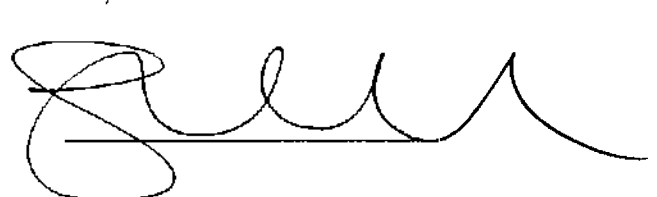


President


Representative








SCHEDULE 'A' – SALARIES
Effective September 1, 2022 to August 31, 2026

Classification	Hourly	Sept. 1/22	Sept. 1/23	Sept. 1/24	Sept. 1/25
1 Head Custodian Secondary Schools	Start	28.19	29.19	30.19	31.19
	6 mos.	28.54	29.54	30.54	31.54
	12 mos.	28.83	29.83	30.83	31.83
2 Head Custodian Elementary School (> 20 classrooms)	Start	26.64	27.64	28.64	29.64
	6 mos.	26.99	27.99	28.99	29.99
	12 mos.	27.33	28.33	29.33	30.33
3 Head Custodian Elementary School (< 20 classrooms)	Start	26.26	27.26	28.26	29.26
	6 mos.	26.60	27.60	28.60	29.60
	12 mos.	26.92	27.92	28.92	29.92
4 Custodian II and Weekend Pool Attendant	Start	25.09	26.09	27.09	28.09
	6 mos.	25.40	26.40	27.40	28.40
	12 mos.	25.72	26.72	27.72	28.72
5 Custodian I	Start	23.20	24.20	25.20	26.20
	6 mos.	23.50	24.50	25.50	26.50
	12 mos.	23.82	24.82	25.82	26.82
6 Maintenance A	Start	31.28	32.28	33.28	34.28
	6 mos.	31.63	32.63	33.63	34.63
	12 mos.	31.95	32.95	33.95	34.95
7 Maintenance B	Start	25.82	26.82	27.82	28.82
	6 mos.	26.13	27.13	28.13	29.13
	12 mos.	26.38	27.38	28.38	29.38
8 Truck Driver	Start	25.04	26.04	27.04	28.04
	6 mos.	25.40	26.40	27.40	28.40
	12 mos.	25.78	26.78	27.78	28.78
9 CII/Truckdriver		25.72	26.72	27.72	28.72
10 Labourer	Start	23.20	24.20	25.20	26.20
	6 mos.	23.50	24.50	25.50	26.50
	12 mos.	23.82	24.82	25.82	26.82

Classification	Hourly	Sept. 1/22	Sept. 1/23	Sept. 1/24	Sept. 1/25
11 Storekeeper	Start	26.57	27.57	28.57	29.57
	6 mos.	27.02	28.02	29.02	30.02
	12 mos.	27.43	28.43	29.43	30.43
12 Warehouse Person Class I	Start	25.27	26.27	27.27	28.27
	6 mos.	25.59	26.59	27.59	28.59
	12 mos.	25.88	26.88	27.88	28.88
13 Warehouse Person Class II	Start	24.08	25.08	26.08	27.08
	6 mos.	24.40	25.40	26.40	27.40
	12 mos.	24.71	25.71	26.71	28.71
14 Courier A	Start	25.09	26.09	27.09	28.09
	6 mos.	25.40	26.40	27.40	28.40
	12 mos.	25.72	26.72	27.72	28.72
15 Courier B	Start	24.50	25.50	26.50	27.50
	6 mos.	24.83	25.83	26.83	27.83
	12 mos.	25.14	26.14	27.14	28.14
16 Cafeteria Manager	Start	25.52	26.52	27.52	28.52
	6 mos.	25.83	26.83	27.83	28.83
	12 mos.	26.16	27.16	28.16	29.16
17 Cafeteria Assistant (Hourly)	Start	23.20	24.20	25.20	26.20
	6 mos.	23.50	24.50	25.50	26.50
	12 mos.	23.82	24.82	25.82	26.82
18 Asbestos Abatement	Start	27.69	28.69	29.69	30.69
19 Maintenance A - Electricians (as per LOU #6)	Start	40.05	41.05	42.05	43.05
	6 mos.	40.38	41.38	42.38	43.38
	12 mos.	40.69	41.69	42.69	43.69
20 Lead Hand	Start	29.05	30.05	31.05	32.05
	6 mos.	29.45	30.45	31.45	32.45
	12 mos.	29.65	30.65	31.65	32.65

(See also Part A Central Terms Memorandum of Settlement Section 11, 12)

**SCHEDULE B
PREGNANCY/PARENTAL LEAVES AND BENEFITS**

This chart highlights the recent changes to the Unemployment Insurance Benefits and the Employment Standards Act regarding benefits for parents.

	FEDERAL (Employment Insurance Benefits)	ONTARIO (Employment Standards Act)	TOTAL BENEFITS
PARENTAL	<ul style="list-style-type: none"> • two week waiting period (no E.I. benefits) • 15 weeks of E.I. benefits • up to 35 weeks of EI benefits • for natural or adoptive parents • mother OR father OR shared • parent must have had 700 hours of insurable earnings in the last 52 weeks if baby's birthdate prior to December 31, 2000 • parent must have had 600 hours of insurable earnings in last 52 weeks if baby's birthdate is after December 30, 2000 • maximum of 50 weeks of combined sickness/ maternity/parental 	<ul style="list-style-type: none"> • allows up to 17 weeks of leave • up to 37 weeks of leave • for natural or adoptive parents • mother AND father are eligible • must have been hired by employer at least 13 weeks before due date and must give at least 2 weeks notice • seniority accumulates during the leave • reinstatement to position held before leave is guaranteed • employer will continue to pay its share of the parent's benefits if the parent continues to pay his/her share 	<ul style="list-style-type: none"> • benefits are the lesser of 55% of salary or the maximum established by E.I.. • Lakehead District School Board pays equivalent to E.I. benefits during the two week waiting period • E.I. pays for 15 weeks following waiting period • mother and father MAY share up to a combined total of 35 weeks of E.I. benefits (at the lesser of 55% of salary or maximum established by E.I..) • benefit plans including vision, extended health, pension plans, life insurance, and dental will be maintained if the employee continues to pay his/her portion of the benefits. • the Lakehead Board may allow an unpaid leave of absence over and above the legislated time frames. If the employee wishes to continue benefits, the employee must pay both the employee's and employer's share.

If you contemplate accessing any of the above benefits, contact Human Resources for clarification. The above chart is meant as a guide and is not to be considered definitive. (See also Part A Central Terms Letter of Understanding #2)

Historical
SCHEDULE "C"
BENEFITS SUMMARY

This is a summary only. For further information call the Benefits Clerk at the Board Office. Extended health care, other than the services of a dentist, must be ordered by a doctor. The Sun Life contract will override this summary if discrepancy is noted.

Extended Health

Hospital Insurance:

- Covers the difference between ward coverage and private.

- Covers hospital insurance emergency costs while outside Canada. Covers the difference between OHIP ward and semi-private.

Medical Supplement: \$10 deductible/single \$20 deductible/family per year

- Most prescription drugs which require a prescription of a Doctor and are dispensed by a licensed pharmacist
- Doctors' charges, other hospital services excluding room charges and other medical services outside of Canada are included when accessed for emergency or referral care
- Private nursing care where required
- Professional services, when ordered by a Doctor, for physiotherapists, speech therapists, psychologists, licensed masseurs, chiropractors, osteopaths, naturopaths, chiropodists, podiatrists after OHIP payment is exhausted (if applicable). Maximum payable per benefit year applies.
- Dentists for accidental damage to teeth
- Rented medical equipment for temporary therapeutic use
- Licensed ambulance service
- Laboratory services
- Radiotherapy

Note: Other than prescription drugs which are eligible for processing with the Assure pay-direct card, this coverage requires you to pay the total costs and submit receipts for reimbursement. Not all of the above are covered 100%.

Claims must be submitted within 90 days following the end of the benefit year in which they occurred.

When accessing out of Canada services check with the carrier before incurring expenses.

Dental Benefits

Collection of Benefits:

- claim forms are available at the school office or at the Board Office
- file claims within 90 days

- claims over \$300 should have a predetermination submitted to Sun Life by your dentist

100% Reimbursement:

Oral Examinations

- one complete every 24 months
- recall twice a calendar year with a five-month interval
- emergency or specific examinations

Radiographs and radiographic interpretations once every 24 months

- bitewing radiographs, two per year with a five-month interval
- radiograph to diagnose a symptom or examine progress of a particular course of treatment

Required consultation with another dentist

Prophylaxes and topical fluoride application, two per year, five-month interval

Emergency or palliative services

Diagnostic test and laboratory examinations

Removal of impacted teeth and related anaesthesia

Restorative and surgical procedures:

- fillings (amalgam bonding not 100% covered)
- removal of teeth
- preformed stainless steel crowns and repairs to preformed stainless steel crowns
- endodontics (root canal therapy and root canal fillings, treatment of disease of the pulp tissue)
- periodontics (treatment of disease of the gum and other supporting tissues of the teeth)
- surgery and related anaesthesia other than implants and transplants or repositioning of the jaw
- repair of bridges and dentures
- rebase or reline or minor adjustment of an existing partial or complete denture

Long Term Disability

Eligibility - continuous disability for six months.

Monthly Benefit

- 70% of pre disability earnings to a maximum of \$3,250

Note: During the first 30 months of disability, the employee is considered totally disabled if unable to perform own occupation. After this time, employee will be considered totally disabled only if the employee is unable to perform any occupation.

During rehabilitative programs, L.T.D. benefits will be reduced by only 50% of your rehabilitative earnings.

Reoccurrence of the same disability within a six-month period will be treated as the original disability. After six months, it will be treated as a new disability.

During disability, Basic and Optional Group Life continues and premium contributions are waived.

Group Life

Basic Group Life (payable by the Board) - 2 times the employee's annual salary

Vision Care

Effective September 1, 2010, claims to a maximum of \$400 claim per person every 24 months - a change in prescription is not necessary.

As part of the total dollars reimbursement – eye examinations (up to a maximum of \$100 per year) and laser surgery as performed by a licensed ophthalmologist.

Dependents under 18 may claim \$400 every 12 months

(See also Benefits Part A Central Terms C5.00, Letter of Understanding #9)

Letter of Understanding (LOU1)

Between

Lakehead Public Schools

And

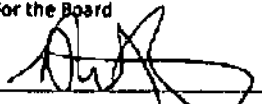
Canadian Union of Public Employees
Local 2486


Re: School Closures

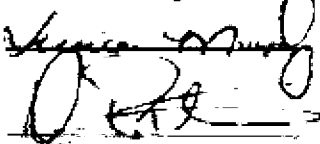
The Board will commence meaningful discussions with CUPE within two (2) months of the announcement of school closures. The Board will provide the Union in writing one (1) month prior to the agreed bumping date a list that will include, all available locations and positions, classifications, hours of work and a seniority list. In the event that these timelines are not met, the existing clause 14.4 and the five (5) day period will be in effect.

Signed 6th day of December, 2019 in Thunder Bay, Ontario.

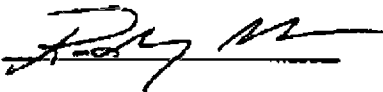
For the Board

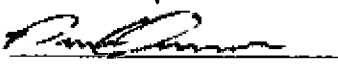



Helen Val


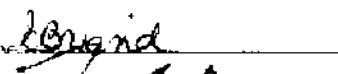



For the Union

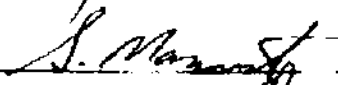















Memorandum of Understanding (LOU2)

Between

Lakehead Public Schools

And

Canadian Union of Public Employees
Local 2486

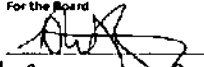
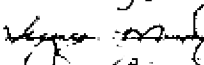
Re: Summer Grounds Crew

The hereto parties acknowledge and agree that the following working terms and conditions shall come into effect on Tuesday April 23rd, 2013;

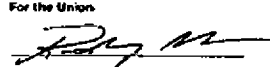


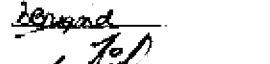

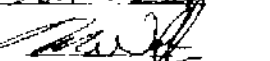
1. That the Board will maintain five (5) summer grounds crew personnel. The first crew will normally be scheduled from May 1 to September 30, and the second crew June 1 to July 31 annually. Operational requirements as determined by the Board and weather may alter this schedule.
2. That only bargaining unit employees not holding a position in the classifications of; Head Custodian, Maintenance A, Maintenance B, Cafeteria Manager, A Team, Courier and Truck Driver, may bid on/hold these positions.
3. Those successful candidates will hold these positions on a permanent basis, unless they are displaced for just cause or formally resign from their position at the conclusion of the summer work season.
4. All Grounds Crew personnel will be paid at the Custodian I wage rate.
5. The parties agree to further discussion on this matter during negotiations.

Signed 6th day of December, 2013 in Thunder Bay, Ontario.

For the Board


Helen V. [unclear]

[unclear]

For the Union

Letter of Understanding (LOU3)

Between

Lakehead Public Schools

And

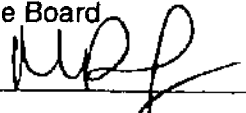
Canadian Union of Public Employees
Local 2486


Re: Armstrong Elementary School and Bernier-Stokes School


Both the Union and Board agree to strike a committee to discuss staffing of custodian and maintenance at Armstrong and Bernier-Stokes schools, upon ratification of the 2022-2026 Collective Agreement. This will take place within 60 days of ratification.


Signed at Thunder Bay this 28 day of February, 2023.

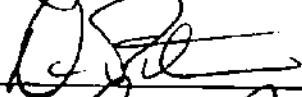
For the Board




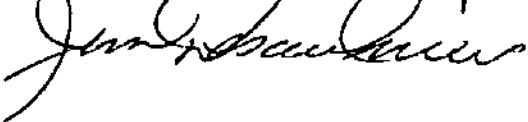







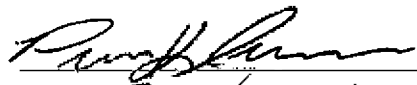


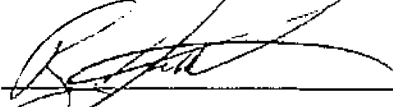


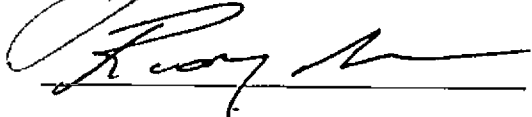



For the Union














Letter of Understanding (LOU 4)

Between

Lakehead Public Schools

And

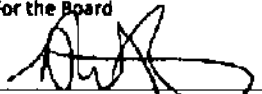
Canadian Union of Public Employees
Local 2486

Re: Job Descriptions


The Board shall, upon ratification of the 2022-2026 collective agreement undertake the preparation of job descriptions for all currently occupied CUPE classification (including all Custodial, Cafeteria, Maintenance, Asbestos Abatement, and Courier/Truck driver positions). Copies of such job descriptions will be provided to the Union by September 30, 2023.

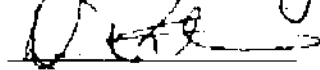
Signed 6th day of December, 2019 in Thunder Bay, Ontario.

For the Board

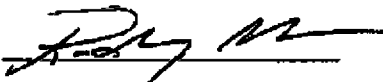



Helen Walsh







For the Union








Bernard



S. Manning



Letter of Understanding (LOU 5)

Between

Lakehead Public Schools

And

Canadian Union of Public Employees
Local 2486

Re: Electricians Holding Red Seal Construction and Maintenance 309 A – Wage Increase

Effective August 1, 2023, Electrical staff that currently hold a Red Seal Construction and Maintenance 309 A certification will receive an increase in wages.

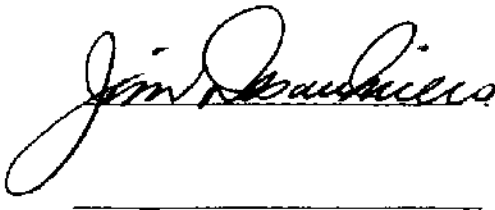
After careful consideration and evaluation, we have recognized the invaluable skills, expertise and qualifications possessed by individuals who have obtained this certification. Consequently, we believe that a rate adjustment is warranted to appropriately compensate these highly skilled professionals.

Both the Union and the Board agree to the following:

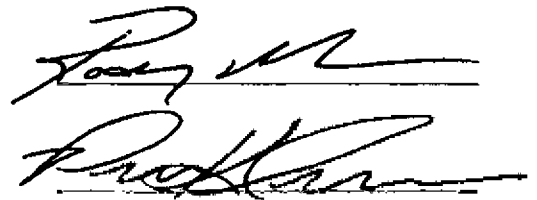
1. Base Rate Adjustment for August 2023:
 - Current Grid: Start \$30.05 6 Mos \$30.38 12 Mos \$30.69
 - August 2023: Start \$39.05 6 Mos \$39.38 12 Mos \$39.69
 - September 2023: Start \$40.05 6 Mos \$40.38 12 Mos \$40.69
2. This wage will temporarily be in effect until the wage equity review for this position has been completed, as per Article C14 of the CUPE Collective Agreement. The wage will then be adjusted accordingly, if required.

Signed at Thunder Bay this 10 day of July _____ 2023.

For the Board



For the



Memorandum of Understanding

Between

Lakehead District School Board

And

CUPE Local 2486

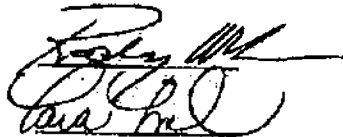
The Ministry of Education and the Canadian Union of Public Employees (Ontario School Board Coordinating Committee) have reached a Memorandum of Understanding (2013 MOU) which augments the CUPE MOU of December 31, 2012, (2012 MOU).

The following items are to be appended to, and form part of, the existing local collective agreement without amendment:

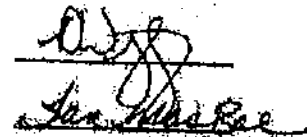
- Non-Vested Retirement Gratuity for Employee
- Sick leave/Short Term Sick Leave Disability Plan
- Offsetting Measures
- Specialized Job Classes
- Letter of Understanding – Job Security for support staff-
Addendum.

Dated this 30 day of Sept 2013, (Thunder Bay, Ontario)

For the Union

Handwritten signature in black ink, appearing to be "Paul M. [unclear]".

For the Employer

Handwritten signature in black ink, appearing to be "John [unclear]".

Memorandum of Understanding

Between

The Ministry of Education

And

Canadian Union of Public Employees – Ontario School Board Coordinating Committee

December 31, 2012

Submitted on a confidential and without prejudice basis, subject to errors and omissions. Any agreement is subject to an agreement being reached on all "parameters" issues.

A. Term

1. The term of the collective agreement within the scope of this MOU is two (2) years (September 1, 2012 to August 31, 2014).

B. Salary Increases

1. 0% in 2012-13
2. 0% in 2013-14

C. Retirement Gratuities (Where Applicable)

1. Effective August 31, 2012, employees currently eligible for a retirement gratuity shall have accumulated sick days vested, up to the maximum eligible under the retirement gratuity plan.
2. Upon retirement to pension, an employee eligible for a retirement gratuity shall receive a gratuity payout based on the employee's current accumulated vested sick days, in accordance with #1 above, and years of service and salary as of August 31, 2012.
3. Effective September 1, 2012, all accumulated non-vested sick days shall be eliminated.
4. Eligible employees shall be informed not later than May 31, 2013, indicating their future entitlement to a gratuity payment in accordance with numbers 1 to 3 above. Such statement shall also identify the number of vested sick days.

5. Such retirement gratuity shall be paid in accordance with the terms and conditions of the 2008-12 collective agreement.
6. For employees covered by a collective agreement that has a service requirement greater than 10 years, this requirement shall be reduced to ten years as at 31 August, 2012 and their days shall be vested.
7. Those employees not eligible for a retirement gratuity as of August 31, 2012 as a result of insufficient service credits shall be entitled to a Gratuity Wind-Up Payment based on their years of service, accumulated sick days and annual salary as of August 31, 2012, provided this is funded by the Provincial Government.
8. The Gratuity Wind-Up Payment shall be calculated as follows:

For Non-vested days, there would be a payout based on a formula, as follows:
 Those employees with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2012. Providing this is fully funded by the Provincial Government, these employees shall be entitled to a Gratuity Wind-Up Payment calculated as follows:

$$\frac{X}{30} \times \frac{Y}{200} \times \frac{Z}{10} = \text{Gratuity Wind-Up}$$

X = years of services

Y = accumulated sick days up to a maximum of 200 days (as of August 31, 2012)

Z = annual salary (as of August 31, 2012)

9. The Gratuity Wind-Up Payment shall be paid to each employee by June 30, 2013.

D. Sick Leave/Short Term Leave and Disability Plan/Short Term Leave and Disability Plan Top-Up /Long Term Disability Plan

The provisions relating to the Sick Leave/Short Term Leave and Disability Plan, outlined below, meet the requirements of the Employment Insurance (EI) Regulations for a premium reduction under S.69 of the EI Act. If there is any question as to whether the Plan meets these requirements, the parties will cooperate so as to ensure compliance with these requirements.

I) Sick Leave Days

1. Each school year, an employee shall be paid 100% of regular salary for

up to eleven (11) days of absence due to personal illness. Personal illness shall be defined as per the 2008-2012 local collective agreement. A less than full-time employee shall be paid 100% of the employee's regular salary (as per the employee's full-time equivalent status) for up to eleven (11) days of absence due to personal illness. These days shall not accumulate from year-to-year. Subject to section 2 below, such days shall be granted on the first day of the school year provided the employee is actively at work and shall not accumulate from year-to-year. During the transition year, Regulation 313/12 shall apply.

2. An employee who was actively at work or on an approved leave of absence on the last scheduled day of work prior to September 1st and scheduled to return to work on September 1st and is unable to return due to a medical condition that is documented to the satisfaction of the Board and meets the requirements under the applicable disability management program, shall qualify for their entitlement to sick days at 100% in accordance with clause i) 1 above.

For clarity September 1st is read as the first day of the school year.

3. The Board shall notify employees, copied to the Bargaining Unit, when they have exhausted their maximum days of sick leave at 100% salary in any school year. It shall not be a breach of the collective agreement if the board fails to advise the employee or the bargaining unit due to circumstances beyond its control.
4. Any leave of absence, in the 2008-12 Collective Agreement, that utilizes 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 five (5) days per school year. These days shall not be used for the purpose of personal sick leave nor shall they be accumulated from year-to-year.

ii) Short Term Leave and Disability Plan (STLDP)

1. The Board's internal disability management processes, which may include third party adjudication, shall determine eligibility under the STLDP.
2. Each school year, an employee absent beyond the sick leave days paid at 100% of salary, as noted in clause i) 1 above, shall be entitled up to an additional one hundred and twenty (120) days short term sick leave to be paid at a rate of 66.67% of the employee's regular salary and be eligible

for 90% of regular salary in accordance with the Short-Term Leave and Disability Plan (STLDP) provisions detailed below. Where evidence or medical documentation exists the employee will be upgraded to 90% of regular salary and such upgrade will not be unduly withheld.

3. Where the Board's internal disability management process is unable to make a decision, the case will be referred to third party adjudication for determination. Pending the outcome of the third party adjudication process, the employee will receive 66.67% of their pay until such time as a decision is rendered.
4. Short Term Sick Leave days under the Short Term Leave and Disability Plan (STLDP) shall be treated as traditional sick leave days for the purposes of determining entitlements to paid benefits and for the purpose of serving the waiting period for Long Term Disability (LTD) Insurance.
5. The Board shall be responsible for any costs related to third party assessments required by the Board to comply with the Board's disability management program.
6. The Parties 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 and Long Term Disability Plans.
7. OMERS Contributions - When an employee 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's regular pay.
8. OTPP Contributions - For OTPP members, the following clause is subject to either Teacher Pension Plan amendment or legislation:

Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation to amend the Ontario Teachers' Pension Plan to allow for adjusting pension contributions to reflect the Short-Term Sick Leave/Short Term Leave and Disability Proposal (STLDP) with the following principles:

- i. Contributions will be made by the employee/plan member on the unpaid portion of each sick leave day under the STLDP, unless directed otherwise in writing by the employee/plan member;

- ii. The government/employer will be obligated to match these contributions;
 - iii. If the plan member/employee exceeds the maximum allowable sick-days and does not qualify for Long Term Disability (LTD)/Long Term Income Protection (LTI), pension contributions will cease and the employee is not eligible to earn pensionable service until the LTD/LTIP claim is re-assessed and approved or if the employee returns to work.
 - a. If the LTD/LTIP claim is re-assessed and approved, then the member will be entitled to earn service by making contributions subject to existing plan provisions for a period of time that does not exceed the difference between the last day of work and the day when LTIP benefits begin and the government/employer will be obligated to match these contributions.
 - b. If not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.
 - iv. The exact plan amendments required to implement this change will be developed in collaboration with Ontario Teachers' Pension Plan (OTPP) and the co-sponsors of the OTPP (Ontario Teachers Federation (OTF) and the Minister of Education.
 - v. The plan amendments will have to respect any legislation that applies to registered pension plans such as the Pension Benefits Act and the Income Tax Act.
9. Any language in the 2008-2012 collective agreement that is not inconsistent with the terms of this clause D (Sick Leave / Short Term Leave and Disability Plan / Short Term Leave and Disability Plan Top-Up/ Long Term Disability) is unaffected. The parties agree however that the collective agreement terminology shall be amended to the extent necessary to give effect to the provisions contained herein.

III) Short-Term Leave and Disability Plan Top-up (STLDPT)

- 1. If additional funding is provided by the Provincial government, employees will have access to a sick leave top up for the purpose of topping up salary to one hundred percent (100%) under the Short Term Leave and Disability Plan (STLDP).

2. This top up is calculated as follows:

11 days, less the number of sick days used in the prior year.

3. In 2012-13, the transition year, each employee shall begin the year with a two (2) day allocation (pro-rated for part-time employees).
4. For employee absences that extend beyond the sick leave days paid at 100% of salary as noted in clause D i) above, the employee shall be eligible for a STLDPT for up to 100% of regular salary, subject to their top up availability and subject to the Board's disability management program.
5. An absence is eligible for the STLDPT, subject to the following:
- a. All or any part of an absence occurs beyond the sick leave days paid at 100% of salary.
 - b. Provision of objective medical documentation, satisfactory to the Board, which, when required, includes limitations and restrictions.
6. (a) Where the 2008-2012 local collective agreement does have paid leave days as referenced in clause D i) 4.

In addition to the sick leave top up, additional top-up may be considered at the discretion of the Board. The additional leave top-up will not exceed two (2) days, and is dependent on having two (2) unused paid leave days, as referenced in clause D i) 4, remaining in the current year.

- (b) Where the 2008-2012 local collective agreement does not provide any paid leave days as referenced in clause D i) 4, the preceding paragraph shall be replaced by the following:

In addition to the sick leave top up as mentioned above, a compassionate leave top up is available at the discretion of the board. The compassionate leave top-up will not exceed two days, and is dependent on having two unused paid leave days, as specified in the 2008-2012 collective agreement as a "leave of absence without a salary deduction or deduction from sick leave", remaining in the current year. These days can be used to top-up salary under the STLDPT.

iv) Long Term Temporary Employees (who currently have access to sick leave provided in their 2008-2012 Collective Agreement)

1. The definition of Long Term Temporary Employee shall be as per the collective agreement.

2. Long Term Temporary Employees during a Long Term Assignment shall be eligible for the Sick Leave and STLDP subject to the conditions in number three (3) below. For clarity, such plans cannot extend beyond the term of a given Long Term Assignment.
3. The number of days available to a Long Term Temporary Employee in a Long Term Assignment in the Sick Leave and STLDP shall be based upon the following:
 - (a) Sick leave and STLDP days are allocated at the commencement of the Long Term Assignment;
 - (b) Ten (10) days of sick leave at 100% of salary based on a ten (10) month assignment, pro-rated based on the length of the assignment. Such leave shall not accumulate from school year to school year.
 - (c) i) Sixty (60) days of STLDP at 90% of salary for a ten (10) month assignment and subject to the conditions governing the STLDP as specified above. Such leave shall not accumulate from school year to school year.

ii) For Long Term Assignments of less than ten (10) months, three (3) days of STLDP per month, subject to the conditions governing the STLDP as specified above. Such leave shall not accumulate from school year to school year. These days shall be credited at the beginning of each month of the assignment, except in the case of pre-determined assignments of more than three (3) months, where such days shall be credited at the beginning of the assignment.
 - (d) A Long Term Temporary Employee may accumulate unused sick leave from one Long Term Assignment to another Long Term Assignment within the same school year.
4. Any leave of absence specified in the 2008-12 collective agreement, that utilizes deduction from sick leave, to a maximum of five (5) days pro-rated, for reasons other than illness, shall be granted without loss of salary or deduction from the Long Term Temporary Employee's sick leave. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

v) Long-Term Disability (LTD) Plans

1. If the Long Term Disability Plan contained in the 2008-2012 collective agreement provides for a waiting period of more than 130 days, the 120 day short term

sick leave period referenced above shall be extended to the minimum waiting period required by the plan.

2. If there is no provision for a Long Term Disability Plan in the 2008-2012 collective agreement, at the request of and in consultation with the local union, the Board shall make available an LTO Plan at no cost to the Board.

E. Graduated Return to Work

The Parties 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 Sick Leave and Long Term Disability Plans.

All employees will be eligible for top up from the sick leave days paid at 100%, as noted in clause D i) 1 above, while working on a graduated hours return to work plan. This top up shall be granted in the form of a deduction of the sick leave days paid at 100%, as noted in clause D i), proportional to the percentage of the top up.

If the return to work plan extends beyond the expiration of sick leave under D i), the following shall apply:

In addition to receiving regular salary for the portion of the day worked while on a graduated hours return to work the plan, an employee will be eligible to receive a top up of 90% of regular salary for the remaining portion of the day that was not worked. This top up shall be granted in the form of a deduction from the maximum of 120 days, which for this clause are non-divisible days, pursuant to D(ii), proportional to the percentage of the top up.

For clarity, in this section the term "proportional to the percentage of top up" means a percentage of the work day and not a percentage of salary.

For further clarity, WSIB and LTO providers are first payors. In cases where the employee is returning to work from an absence funded through WSIB or LTD, the return to work protocols inherent in the WSIB/LTD shall take precedence.

F. Workplace Safety and Insurance Board (WSIB)

WSIB benefits shall be maintained in accordance with the 2008-2012 local collective agreement and/or the current practices of the parties. For clarity, where the current WSIB top up is deducted from sick leave the Board shall maintain the same level of top-up without deduction from sick leave.

G. Maternity Leave

The following is available to an employee who, under the 2008-2012 collective agreement, would have been eligible to accumulate sick leave from year to year.

1. For an employee who has not been laid-off in the fifty-two (52) weeks prior to the birth of her child :
 - a. An employee on pregnancy leave shall receive 100% of salary through a SEB plan for not less than a six (6) week period following the birth of her child, subject to provisions in the 2008-2012 local collective agreement but without deduction from sick leave or STLDP. An employee not eligible for a SEB plan shall receive sick leave at 100% of her salary for a period of not less than six (6) weeks. An employee who requires a longer than six week recuperation period shall have access to the STLDP through the normal adjudication process in accordance with current practice.
 - b. For clarity, the aforementioned provides a minimum, but where superior entitlements exist in the 2008-2012 Collective Agreement, those superior provisions shall apply.
2. For an employee who has been laid-off in the fifty-two (52) weeks prior to the birth of her child:
 - a. An employee on pregnancy leave shall receive 100% of salary through a SEB plan for not less than a six (6) week period following the birth of her child, subject to provisions in the 2008-2012 local collective agreement but without deduction from sick leave or STLDP. An employee not eligible for a SEB plan shall receive sick leave at 100% of her salary for a period of not less than six (6) weeks. An employee who requires a longer than six week recuperation period shall have access to the STLDP through the normal adjudication process in accordance with current practice.
 - b. Notwithstanding the above, 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 the STLDP (remainder of six weeks topped-up as SEB).

- c. For clarity, the aforementioned provides a minimum, but where superior entitlements exist in the 2008-2012 Collective Agreement, those superior provisions shall apply.
3. The preceding provisions are subject to revision pending Ministry of Education clarification in writing regarding pyramiding of entitlements in this provision between this MOU and the 2008-2012 Collective Agreement.

H. Benefits (Health, Dental and Extended)

1. Benefits for Current Employees

- a. All group benefit plan coverage levels, provisions and practices in place in 2011-2012 shall remain status quo for the 2012-2014 collective agreement. For clarity, status quo includes scheduled adjustments based on the contract definition(s) and these will occur as scheduled (eg. If in September 2011 the ODA rate was set at 2010 rates, in September 2012 the ODA rate would be set at 2011 rates).

2. Benefits after Retirement

- a. Effective September 1, 2013, any new retiree (or his/her family) who has access to post-retirement benefits (health, dental, life, etc.) and pays premiums for such benefits shall be included in an experience pool segregated from all active employees, such that the pool is self-funded.
- b. Effective September 1, 2013, no new retirees (or his/her family) shall be eligible for employer contributions to any post-retirement benefits (health, dental, life, etc.).
- c. Existing retirees (or hi/her family) and any employee retiring before September 1, 2013 who has access to post-retirement benefits (health, dental, life, etc.) will continue to be included in the experience pool in which they are presently included and pay the appropriate premiums for that existing experience pool. Employer contributions where they currently exist will continue for this group.

I. Provincial Benefits Plan or CUPE Benefits Trust

In the event that CUPE and the government agree on a Provincial Benefits Plan or CUPE Benefit Trust, the Board will support this agreement provided there are no additional costs to the Board or substantial increases to the administration requirements.

J. Salary Grids

1. Where there are grids in the collective agreement, all employees shall move on the salary grid in accordance with their individual experience and qualifications, in accordance with the collective agreement.
2. The increments shall come into effect following a delay of one-half of the employee's regular work year.
3. In cases where an employee is entitled to more than one grid movement in a fiscal year, the delay in the implementation of the grid movement will be adjusted proportionately to ensure that the employee is not unduly affected, that is an employee will not lose more than 50% of the dollar value of their grid movement over the term of the collective agreement.
4. The Parties agree that movement from a Probation Rate on to a Salary Grid will not be frozen or delayed.
5. The Parties agree that other service based grids (i.e. vacation) are not frozen or delayed.

K. Dispute Resolution/Enforcement Mechanism

As per existing practice, disputes shall continue to be resolved, through joint problem-solving and informal dialogue, and then defer to the grievance-arbitration process as outlined in the 2008-2012 collective agreement.

Any party or person present at the discussions leading to this MOU may be called on to give evidence and is compellable, except counsel.

L. Ratification

1. CUPE will undertake to recommend this MOU to its leadership at a duly called meeting of the CUPE school board sector leadership (not later than January 6th, 2013). Subject to the agreement of the CUPE school

board sector leadership, CUPE will recommend this MOU to its Locals for ratification by their membership.

2. Any changes to local agreements, other than those specifically required by this MOU must be mutually agreed to by the local CUPE bargaining unit and the local school board. Any local bargaining will not amend sections of the collective agreement amended by this MOU.
3. All clauses of the collective agreement that are not amended by this MOU or by the process identified above shall remain status quo.
4. The parties agree that for the purpose of the 2012 -2014 collective agreements all letters of intent or understanding, minutes of settlement, or any other memoranda, contained or pertaining to the 2008-2012 collective agreements, dealing with any term or condition of a collective agreement, or any other term or condition negotiated between the parties, shall continue in force and effect unless renegotiated by the parties.
5. For clarity, any local issues which remain unresolved shall be withdrawn, and the renewal collective agreement shall move forward for ratification together with this MOU.

M. Letter of Understanding -Job Security

Whereas the parties are negotiating in a context where the protection of government initiatives for students and the preservation of jobs have been identified as government priorities;

Whereas the parties agree that any reduction in funding which directly or indirectly affect student services or the preservation of jobs should not be undertaken without prior consultation by the government with the parties and due consideration by the government to the concessions made in the context of the renewal of the Collective Agreement;

Whereas it is the mutual desire of the parties to protect existing workforce complement without restricting its growth;

1. For school year 2012-2013, except in cases of a catastrophic or unforeseeable event or circumstance (e.g. school closed as a result of a fire), the Board undertakes to maintain its Protected Complement.
2. For school year 2013-2014, the Board undertakes to maintain its Protected

Complement, except in cases
of:

- a. A catastrophic or unforeseeable event or circumstance;
- b. Declining enrolment,
or
- c. Funding reductions directly related to services provided by bargaining unit members.

3. Where complement reductions are required pursuant to paragraph 2b) or c) 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.

4. For the purpose of this Letter of Understanding, at any relevant time, the Board's Protected Complement is equal to:

- a. • FTE (excluding temporary, casual and/or occasional positions) as of August 31, 2012. (Memorandum note: • is the FTE number to be agreed to by the parties through consultation at the bargaining unit level.)
- b. minus any FTE attrition of bargaining unit members which occurs after the date of this Letter of Understanding.

5. Reductions as may be required in 2 (b) and (c) 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).

6. This Letter of Understanding expires on August 31, 2014.

N. Offsetting Measures

1. Where no salary grid exists there is no requirement for offsetting measures.
2. Where a salary grid exists and there is movement through the grid, each employee may by May 1, 2013, apply for a voluntary unpaid leave day or days, subject to Board approval. The unpaid leave day or days shall be approved provided that there is no requirement to replace the absent employee and there is no mandatory PO for the employee on the day or days. In other cases, approval is at the Board's discretion. The Board and the union can agree to other offsetting measures.
3. The required savings target is equal to the cost of grid movement under this agreement for the period from September 1, 2012 to August 31, 2014. Where an employee takes an unpaid leave day and is replaced, the cost of the replacement will be considered in calculating the savings generated by this unpaid leave.
4. In the event that the savings generated by the above measures is insufficient to meet the required savings target, all members of the bargaining unit will be required to take up to one (1) mandatory unpaid day in the second year of the agreement on a day to be determined by the Board in consultation with the Union.
5. The offsetting measures noted above shall only apply for the 2012/2013 and 2013/2014 school years, unless they are extended in future negotiations or through mutual consent.

O. Reconciliation

A reconciliation committee will be created with equal representation from the Board and the Union. The committee will meet in May 2013, and if necessary in October 2013 and January 2014, to track targeted savings generated from the offsetting measures as listed in section N. In the event that by May 15, 2013, savings targets do not meet the overall goal, up to one (1) mandatory unpaid day will be required in the 2013/2014 school year to meet the target.

P. Province Wide Collective Bargaining

The Parties acknowledge the fact that the Government of Ontario intends to begin consultations in the Fall of 2012 with the teachers' federations, support staff unions, school board trustee associations and school boards to develop the appropriate legislative and regulatory framework for provincial bargaining that would, if approved by the legislature, take effect by January 1, 2014.

Q. CUPE Members on Provincial Committees

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

R. Transferability of Other Agreements

CUPE and the Board acknowledge the Government's commitment that school boards and the CUPE local unions will not receive amounts proportionally less than the overall financial settlements reached in any other PDT agreement or Memoranda of Understanding that relate to education support workers subject to CUPE complying with the conditions associated with this Bargaining Framework.

Dated this 31st day of December, 2012, Toronto, Ontario

For the Ministry of Education:

For the Canadian Union of Public Employees:

original signed by

original signed by

Laurel Broten, Minister

Terri Preston, Chair, Ontario School
Boards Coordinating Committee

original signed
by

Brian Blakeley, CUPE School Boards
Coordinator - Ontario

Memorandum of Understanding 2013

Between

The Ministry of Education

And

Canadian Union of Public Employees
Ontario School Board Coordinating Committee

In the interest of promoting an improved environment for learning and teaching, the above- mentioned parties have reached this Memorandum of Understanding (2013 MOU) which augments the CUPE MOU of December 31, 2012 (2012 MOU).

The Government expects and shall make best efforts to ensure that the following agreed to items shall be expeditiously appended to, and form part of, the existing local collective agreements without amendment:

- Non-vested Retirement Gratuity for Employees
- Sick Leave/Short Term Sick Leave Disability Plan
- Offsetting Measures
- Specialized Job Classes
- Letter of Understanding Job Security for Support Staff addendum

The Government will make every appropriate effort to ensure that School Boards understand and implement the MOU, and will take measures to support that outcome.

Dated this 10 day of May, 2013, Toronto, Ontario

For the Union

(original signed by the parties)

For the Government

(original signed by the parties)

Clarification of Existing MOU

The Government shall issue a memo to school boards providing clarifications of the 2012 and 2013 MOUs as set out in the chart attached as Appendix A.

Non-Vested Retirement Gratuity for Employees

Replace Section C, paragraphs 6, 7, 8, and 9, with the following:

The minimum years of service for retirement gratuity shall be defined as the lesser of the contractual minimal service requirement in the 2008-2012 collective agreement, or ten (10) years.

Those employees with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2012. These employees shall be entitled to a Gratuity Wind-Up Payment calculated as the lesser of the board's existing amount calculated under the board's collective agreement as of August 31, 2012 (or board policy as of that date) or the following formula:

$$\frac{X}{30} \times \frac{Y}{200} \times \frac{Z}{4} = \text{Gratuity Wind-Up Payment}$$

X = years of service (as of August 31, 2012)

Y = accumulated sick days (as of August 31, 2012)

Z = annual salary (as of August 31, 2012)

For clarity, X, Y, and Z shall be as defined in the 2008-2012 collective agreement or as per policy or practice of the board for retirement gratuity purposes.

The Gratuity Wind-Up Payment shall be paid to each employee by the end of the school year.

The pay-out for those who have vested Retirement Gratuities shall be as per ONT. REG. 2/13 and 12/13 made under the PUTTING STUDENTS FIRST ACT, 2012 and ONT. REG. 1/13 and 11/13 made under the EDUCATION ACT.

Sick Leave/Short Term Sick Leave and Disability Plan

Amend Section D. i) I by adding:

For clarity, "employee" includes any employee other than a casual employee as defined by the local collective agreement or by the mutual agreement of the local parties.

Where there is no agreed definition, a casual employee shall be defined as an employee who is not regularly scheduled to work. In addition, any casual employee who was entitled to sick leave under the 2008-2012 collective agreement will continue to be entitled.

Amend Section D by deleting iv) 3 a) b) and c) and replacing them with the following:

a) A member of CUPE employed by a board to fill a long-term assignment position that is a full year for that employee's job class shall be eligible for the following sick leave credits during a board's fiscal year, allocated at the commencement of the long-term assignment:

1. Eleven (11) days of Sick Leave paid at 100% of regular salary.
2. Sixty (60) days per year of Short Term Sick Leave paid at 90% of regular salary.

b) A member of CUPE who is employed by a board to fill a long-term assignment position that is less than a full year for that employee's job class shall be eligible for eleven (11) days of Sick Leave and sixty (60) days of Short Term Sick Leave as per section 3 a), reduced to reflect the proportion the assignment bears to the length of the regular work year, and allocated at the start of the assignment.

c) A long term assignment shall be as defined in the 2008-2012 collective agreement. Where no such definition exists, a long term assignment will be defined as twelve (12) days of continuous employment in one assignment.

Provincial Benefits Plan

Amend Section I to add:

The Government, and in particular the Ministry of Finance, commits to a full discussion with CUPE about the establishment of a provincial benefits plan.

The province agrees to provide funding which will include administration costs, legal costs, and costs of experts needed to undertake any studies and research required.

Specialized Job Classes

Amend Section J to add:

1. Where there is a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the parties may use existing means under the collective agreement to adjust compensation for that job class.

Letter of Understanding Job Security addendum

Amend Section M to add:

7. In the event that the current collective agreement contains job security provisions which are superior to the above, such existing provisions shall prevail.

Offsetting Measures

Replace Section N, with the following:

1. There is no requirement for employees to take an unpaid day.

and

Voluntary Unpaid Leave of Absence Program For all Bargaining Units

1. In order to provide potential financial savings to the Board, a Voluntary Unpaid Leave of Absence Program (VLAP) shall be established for all CUPE bargaining units effective May 1, 2013.
2. Employees may apply for up to five (5) unpaid leave of absence days for personal reasons in each year of the Collective Agreement.
3. Requests for unpaid days shall not be denied provided that, if necessary, there are expected to be enough available staff to cover for absent employees, and subject to reasonable system and school requirements.
4. For voluntary unpaid leave days, which are scheduled in advance for the 2013-2014 school year, the salary deduction will be equalized over the pay periods of the 2013-14 school year provided the requests are made in writing by May 31, 2013.
5. Voluntary unpaid leaves shall be reported as approved leaves of absence for the purposes of OMERS.

Appendix A: Clarifications of 2012 and 2013 MOUs

Issue	Clarification
1. Maternity Leave • Some boards are not providing the bridging to EI after birth.	Employees on long term assignments are to have access to the EI bridging, where permitted under EI rules.
2. Maternity Leave • Some boards not providing full 6 weeks if over a 'non-paid' period.	Boards are to provide 6 full weeks of maternity benefits.
3. Top-up Bank • Some boards are not providing in 2012-13, the transition year, an employee with a 2 day allocation (prorated for P/T employees).	• The Regulation provides for 2 day top up to be prorated for FTE status.
4. Top-up for Return to Work • Regulation prohibits top-up on return to work while on WSIB or LTD benefits	• The government will recommend an amending regulation so that those on WSIB or LTD and on a return to work shall be eligible for top up on days worked.

<p>5. Salary Grids</p> <ul style="list-style-type: none"> • CUPE employees not getting their increments following the one-half of the employee's regular work year. 	<ul style="list-style-type: none"> • Bargaining units are eligible for salary grid movement following 1/2 of the employees regular work year.
<p>6. Long-term Assignments</p> <ul style="list-style-type: none"> • Only long-term teachers recognized for benefits like sick leave. 	<ul style="list-style-type: none"> • Regulation has been updated to recognize all long-term employees.
<p>7. Sick Leave Access</p> <ul style="list-style-type: none"> • New hires are excluded from sick leave. 	<ul style="list-style-type: none"> • Regulation is clear; sick leave applies to the class of employee that previously had access to sick leave new hires are included.
<p>8. OMERS</p> <ul style="list-style-type: none"> • Some boards are not remitting OMERS contributions based on 100% of the employee's regular pay while on sick leave. 	<ul style="list-style-type: none"> • The board will continue to deduct and remit OMERS contributions based on 100% of the employee's regular pay.
<p>9. The use of miscellaneous days for the purpose of the top-up</p> <ul style="list-style-type: none"> • Whether employees are automatically entitled to the two compassionate days. 	<ul style="list-style-type: none"> • The days are at the discretion of the Director of Education as per the collective agreement and board practice. • Not to be an across the board denial. Duty of school board to consider the individual case.
<p>10. Adjudication Process</p> <ul style="list-style-type: none"> • CUPE does not have an adjudicated process in all cases. 	<ul style="list-style-type: none"> • Articles 2 and 3 of the Short Term Leave and Disability Plan section of the CUPE 2012 MOU contemplate a two-step assessment process by a board. • A board will do an initial assessment based on the evidence presented as may be required under CUPE local collective agreement. • Where a board can make an assessment that does not require medical expertise, the board will grant the leave at 90 percent. Otherwise, the board may seek a 3rd party assessment.
<p>11. Job Security</p> <ul style="list-style-type: none"> • How the protected complement is defined. 	<ul style="list-style-type: none"> • Not intended to allow trade-offs between classification groups within complement where one expands and another is declining.