

**ALGOMA DISTRICT SCHOOL BOARD**

**COLLECTIVE AGREEMENT**

**CUPE LOCAL 16**

**September 1, 2019 – August 31, 2022**

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# 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**

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014* the term of this collective agreement, including central terms and local terms, shall be from September 1, 2019 to August 31, 2022 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.

### C4.1 Statement of Purpose

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

### C4.2 Parties to the Process

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

### C4.3 Meetings of the Committee

- a) The Committee shall meet at the request of one of the central parties.

### 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.
- c) If the dispute is not settled, withdrawn, or referred back to the local grievance procedure within twenty (20) working days of the Committee meeting, the central party submitting the dispute may file the dispute as a grievance, and refer it to arbitration/mediation within ten (10) working days.

#### **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**

- 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 suspended for the period of mediation.

#### **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 #10. Arbitrators on the list will be used in rotation, based on availability, for the 2019-2022 collective agreement. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d) The Parties will rotate through the list to select an arbitrator subject to their availability to hear the matter within six (6) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within six (6) months, the parties shall appoint a mutually agreed to arbitrator.
- 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:

- c) A reconciliation process based on the financial results for the year ending on August 31, 2022 equal to the lesser of the total cost of the plan per Full Time Equivalency (FTE) and \$5,655.45 per FTE. This reconciliation will adjust the amount per FTE as of September 1, 2022.
  - i. The financial results for reconciliation shall be based on the audited financial statements for the year ending on August 31, 2022. The parties agree to compel the Trust to provide the audited financial statements at the Trust's expense no later than November 30, 2022.
  - ii. The total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost for the CUPE Benefit Plan on the CUPE EWBT's August 31, 2022 audited financial statements, excluding any and all costs

related to retirees and optional employee benefit costs. The parties agree that the audited financial statements should provide a breakdown of total cost which shall include the total cost of benefits and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes as reported on the insurance carrier's most recent yearly statement. The total cost excludes retiree costs and optional employee benefit costs.

- b) Funding amounts:
- September 1, 2019: 1% (5,544.01 per FTE)
  - September 1, 2020: 1% (\$5,599.45 per FTE)
  - September 1, 2021: 1% (\$5,655.45 per FTE)

Funding will be made retroactive to September 1, 2019.

- c) Funding changes described in a) and b) are contingent on the CUPE EWBT agreeing that any enhancements to the CUPE Benefit plan shall be consistent with the following parameters:
- i) The Claims Fluctuation Reserve (CFR) shall not decrease below 25% of total CUPE benefit plan costs for the prior year and,
  - ii) the three-year actuarial report does not project a structural deficit in the plan. A structural deficit is defined as benefit plan expenses exceeding revenues adjusted for time limited changes to plan expenses or revenues.

### **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 a 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 a 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 day 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%.

## **I) 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/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**

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.

## APPENDIX A

### CUPE / COUNCIL OF TRUSTEES' ASSOCIATIONS NOTICE OF CENTRAL DISPUTE

Name of Board where Dispute Originated:	
CUPE Local & Bargaining Unit Description:	
Policy	Group      Individual      Grievor's Name (if applicable):
Date Notice Provided to Local School Board/CUPE Local:	
Central Provision(s) Violated:	
Statute/Regulation/Policy/Guideline/Directive at issue (if any):	
Comprehensive Statement of Facts (attach additional pages if necessary):	
Remedy Requested:	
Date:	Signature:
Committee Discussion Date:	Central File #:
Withdrawn      Resolved      Referred to Arbitration	
Date:	Co-Chair Signatures:
This form must be forwarded to the Central Dispute Resolution Committee Co-Chairs no later than 30 working days after becoming aware of the dispute.	



## **APPENDIX B**

### **Sick Leave Credit-Based Retirement Gratuities (where applicable)**

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

### **Other Retirement Gratuities**

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

## APPENDIX C - MEDICAL CERTIFICATE

### PART 1

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

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

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

<p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____.</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>_____ dd _____ mm _____ VVVV</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ VVVV</p> <p>Signature _____ Date _____</p> <p><b>Employee ID:</b></p>	<p><b>Dear Health Care Professional,</b></p> <p>please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.</p> <p><u>Please return the completed form to the attention of:</u></p>
<p><b>Employee</b></p> <p><b>Address:</b></p>	<p><b>Telephone No:</b></p> <p><b>Work Location:</b></p>

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

First Day of Absence:

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

Date of Assessment:

**dd mm  
yyyy**

No limitations and/or restrictions

Return to work date: **dd mm  
yyyy**

**For limitations and restrictions, please complete Part 2.**

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

**PART 2 – Physical and/or Cognitive Abilities**

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

**PHYSICAL (if applicable)**

**Walking:**

- Full Abilities
- Up to 100 metres
- 100 - 200 metres
- Other (*specify*):

**Standing:**

- Full Abilities
- Up to 15 minutes
- 15 - 30 minutes
- Other (*specify*):

**Sitting:**

- Full Abilities
- Up to 30 minutes
- 30 minutes - 1 hour
- Other (*specify*):

**Lifting from floor to waist:**

- Full Abilities
- Up to 5 kilograms
- 5 - 10 kilograms
- Other (*specify*):

<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>specify</i> ):	<b>Stair Climbing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other ( <i>specify</i> ):	<input type="checkbox"/> <b>Use of hand(s):</b> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><b>Left Hand</b></td> <td style="width: 50%;"><b>Right Hand</b></td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>specify</i>):</td> <td><input type="checkbox"/> Other (<i>specify</i>):</td> </tr> </table>			<b>Left Hand</b>	<b>Right Hand</b>	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other ( <i>specify</i> ):	<input type="checkbox"/> Other ( <i>specify</i> ):
<b>Left Hand</b>	<b>Right Hand</b>											
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping											
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching											
<input type="checkbox"/> Other ( <i>specify</i> ):	<input type="checkbox"/> Other ( <i>specify</i> ):											
<input type="checkbox"/> <b>Bending/twisting</b>  repetitive movement of  ( <i>please specify</i> ):	<input type="checkbox"/>  <b>Work at or above shoulder activity:</b>	<input type="checkbox"/>  <b>Chemical exposure to:</b>	<b>Travel to Work:</b>  Ability to use public transit <hr/> Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <input type="checkbox"/> Yes <input type="checkbox"/> No								
<b>COGNITIVE (if applicable)</b>												
<b>Attention and Concentration:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision-Making/Supervision:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:									
<b>Ability to Organize:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:									



Please check one:	
<input type="checkbox"/>	Patient is capable of returning to work with no restrictions.
<input type="checkbox"/>	Patient is capable of returning to work with restrictions. <b>(Complete Part 2)</b>
<input type="checkbox"/>	I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.
Recommended date of next appointment to review Abilities and/or Restrictions:	dd
mm                  yyyy	
<b>PART 3 – Confirmation and Attestation</b>	
<b>Health Care Professional: The following information should be completed by the Health Care Professional</b>	
I confirm all of the information provided in this attestation is accurate and complete: <input type="checkbox"/>	
<b>Completing Health Care Professional Name:</b> <b>(Please Print)</b>	_____
<b>Date:</b>	_____
<b>Telephone Number:</b>	_____
<b>Signature:</b>	_____

\* “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 2014-2017 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)
- Job security as it relates to technological change
- Allowances/Premiums (excluding percentage increase)

## 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. 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).
  5. 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
  6. 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.
  7. This Letter of Understanding expires on August 30, 2022.

## **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 Protection Fund**

Funding of up to \$20,000,000, conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), per Appendix D shall be provided to reinstate CUPE positions and provide continuity of key services provided by CUPE members displaced by the expiry of the job security provisions on August 30, 2019. Any School Board and CUPE local that can establish that they should have been included on Appendix D within 30 days of central ratification shall also receive the benefit of this LOU.

- i. Schools boards and the CUPE local shall jointly apply for funding to reinstate affected positions. This funding shall be available from the date of central ratification until August 31, 2022 for the affected employees' work year.
- ii. Affected positions are those that were reduced either by lay off or reduction to hours effective August 31, 2019 as a result of the expiry of LOU #3, Job Security: Protected Complement. This does not apply to positions reduced in accordance with LOU #3, Job Security: Protected Complement.
- iii. LOU #3, Job Security: Protected Complement will apply to reinstated positions through the use of this fund.
- iv. The local unions and local school boards will meet as soon as practical, and no later than 30 days after the date of central ratification, to discuss the implementation of this LOU.
- v. A reconciliation process shall be established to confirm that the positions have been reinstated to the appropriate School Boards. Any disputes regarding the implementation,

administration and the reconciliation of this LOU will be submitted to the Central Dispute Resolution Committee by December 31, 2019. Any disputes not resolved through the Central Dispute Resolution Committee shall be submitted to the expedited mediation procedure, where no settlement is achieved the mediator shall issue a bottom-line decision not to exceed \$2,912,016 in total for all disputes relating to this MOU.

- vi. Upon receiving the applications in i), and reconciliation in v), the funding shall be prorated based on the finalized FTE numbers.

## APPENDIX D

<b>Education Worker Protection Fund</b>		
	<b>2019-20</b>	<b>2019-20</b>
<b>School Board</b>	<b>FTE</b>	<b>\$</b>
DSB Ontario North East	1.0	\$ 56,564.00
Near North DSB	4.5	\$ 254,538.00
Keewatin-Patricia DSB	0.1	\$ 5,656.40
Rainy River DSB	5.3	\$ 299,789.20
Lakehead DSB	9.1	\$ 514,732.40
Toronto DSB	67.2	\$ 3,801,100.80
Durham DSB	1.9	\$ 107,471.60
Trillium Lakelands DSB	3.4	\$ 192,317.60
Halton DSB	2.1	\$ 118,784.40
Hamilton-Wentworth DSB	4.1	\$ 231,912.40
Upper Canada DSB	76.4	\$ 4,321,489.60
Huron-Superior Catholic DSB	7.7	\$ 435,542.80
Sudbury Catholic DSB	5.4	\$ 305,445.60
Huron Perth Catholic DSB	0.6	\$ 33,938.40
Windsor-Essex Catholic DSB	1.6	\$ 90,502.40
St. Clair Catholic DSB	15.2	\$ 859,772.80
Peterborough V N C Catholic DSB	29.5	\$ 1,668,638.00
Dufferin-Peel Catholic DSB	51.4	\$ 2,907,389.60
Niagara Catholic DSB	1.5	\$ 84,846.00
Algonquin and Lakeshore Catholic DSB	0.6	\$ 33,938.40
CSD du Nord-Est de l'Ontario	4.4	\$ 248,881.60
CSD catholique des Grandes Rivières	2.0	\$ 113,128.00
CSD catholique Franco-Nord	3.5	\$ 197,974.00
CSD catholique du Nouvel-Ontario	3.6	\$ 203,630.40
<b>Provincial Total</b>	<b>302.1</b>	<b>\$ 17,087,984</b>

Notes:

1. Investment of \$17,087,984, conditional upon the approval from the Lieutenant-Governor-in-Council (if applicable), will be provided subject to the terms in Letter of Understanding #4.
2. This amount was determined by using the total FTE of 302.1 multiplied by the 2019-20 Grants for Student Needs salary and benefits benchmark of \$56,564.00

## **LETTER OF UNDERSTANDING #5**

**BETWEEN**

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

**AND**

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

**Re: Professional Development**

The parties acknowledge the important skills and expertise that education workers contribute to Ontario's publicly funded schools and their commitment to improving student achievement.

Where the Ministry provides funds to local school boards specifically to provide professional development to employees represented by CUPE, local school boards shall consult with local CUPE representatives prior to finalizing and delivering the funded professional development.



## **LETTER OF UNDERSTANDING #6**

### **BETWEEN**

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

### **AND**

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

### **RE: Scheduled Unpaid Leave Plan**

The following Scheduled Unpaid Leave Plan (SULP) is available to all permanent employees for the 2019-2020, 2020-2021, and 2021-2022 school years. Employees approved for SULP days shall not be replaced.

For employees who work a 10-month year a school board will identify:

- 1) two (2) Professional Activity days in each of the school years outlined above that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a school board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the school years listed above. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2019-2020 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the remaining school years, the days will be designated by June 15 of the current school year for the upcoming school year. All interested employees will be required to apply, in writing, for leave by no later than September 30, of the current school year. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

For employees enrolled in the OMERS pension, the employer will deduct the employee and employer portion of pension premiums for the unpaid days and will remit same to OMERS.

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 (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the following principles:

- i) Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;
- ii) The government/employer will be obligated to match these contributions;
- iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
- iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and Income Tax Act.

This Letter of Understanding expires on August 30, 2022.

## **LETTER OF UNDERSTANDING #7**

**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, during the life of the collective agreement, survey school boards with respect to the practices in place that support diversity, equity, inclusion and foster diverse and inclusive workforces. The committee will further gather data on the use of the tool previously provided by the committee to school boards including whether the tool was utilized and what changes have been implemented as a result. Leading practices, where jointly identified, will be further shared with school boards and 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.

#### **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.

#### **V. OTHER**

The parties agree that if there is a dispute between the parties regarding whether or not the committee has been properly established within the required timeframes, this dispute may be grieved through the central grievance process, and that this is the only dispute related to the committee and the work it is undertaking that could be the subject of a grievance.

## **LETTER OF UNDERSTANDING #8**

**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 #9**

**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 less than four (4) meetings per year and that agenda items shall be exchanged one week prior to the meeting.

**LETTER OF UNDERSTANDING #10**

**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, 2019 to August 31, 2022 as referenced in Article C4 of the Central Terms of the Collective Agreement.

English Language:

Christopher Albertyn  
John Stout  
Paula Knopf  
Brian Sheehan  
Jesse Nyman  
Jim Hayes

French Language:

Michelle Flaherty  
Kathleen O’Neil  
Bram Herlich  
Graham Clarke

# **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: Ministry 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 #12**

**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 May 25, 2016 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 committee, those practices will be shared with school boards.

## **LETTER OF UNDERSTANDING #13**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violence Prevention Training**

Whereas the parties have a shared interest in preventing violence in the workplace;

And whereas the parties have agreed to work collaboratively in developing a program;

Now therefore the parties have agreed to seek to implement best practices for safe schools for all employees and students. CUPE/OSBCU will be consulted, through the Central Labour Relations Committee, regarding the development/purchase of a half day training program on the prevention and de-escalation of violence. This training will supplement training that already exists. The Crown agrees to fund the development/purchase up to \$100, 000.

Topics the training program will address are the following:

- Causes of violence;
- Factors that precipitate violence;
- Recognition of warning signs;
- Prevention of escalation; and
- Controlling and defusing aggressive situations.
- Employee reporting obligations [already developed]
- Debriefing protocol [already developed]

Phase 1 development will be by June 30, 2020 or as otherwise agreed upon. Phase 2, the training program will be rolled out on a Professional Development day prior to December 31 in the second and subsequent school years of the collective agreement. It is understood that permanent CUPE represented employees who are regularly in contact with students in a school or are assigned to a

school shall attend the half day of professional development training and that the day will not be designated as Sulp. In addition, CUPE represented employees in long term assignments falling on the day the training occurs and who are regularly in contact with students in a school or are assigned to a school shall be included in the training.

A joint evaluation will be conducted through the Central Labour Relations Committee by June 30, 2021 and adjustments made as agreed. It is understood that additional evaluations and adjustments may occur as the program continues.

Local boards will consult with local unions regarding the implementation and scheduling of the training program.

**LETTER OF UNDERSTANDING #14**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Additional Professional Activity (PA) Day**

The parties confirm that there will continue to be an additional PA Day beyond the current 6 PA days during the term of this collective agreement. There will be no loss of pay for CUPE members (excluding casual employees) as a result of the implementation of the additional PA day. For further clarity, the additional PA day will be deemed a normal work day. CUPE members will be required to attend and perform duties as assigned. Notwithstanding these days may be designated as Sulp days.

## **LETTER OF AGREEMENT #15**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Pilot Project on Expedited Mediation**

The parties agree to establish a pilot project for expedited mediation.

The members of the Central Dispute Resolution Committee (CDRC) may agree to refer central grievances to the expedited mediation process set out in this LOA.

As per C4.14 of the central terms, 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.

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.

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

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.

The parties may jointly set down up to ten (10) grievances for each review.

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

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.

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

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.

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

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

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

### **Expedited Arbitration**

The parties further agree to discuss the possibility of an expedited arbitration pilot project at the first scheduled meeting of the Central Labour Relations Committee post central ratification.

This Letter of Agreement expires August 31, 2022.

**HISTORICAL APPENDIX OF CENTRAL TERMS – FOR REFERENCE ONLY**

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31 2017, AND EXTENSION UNTIL  
AUGUST 31, 2019**

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

**The Ontario Public School Board Association  
(hereinafter called 'OPSBA')**

**AND**

**The Ontario Catholic School Trustees Association  
(hereinafter called 'OCSTA')**

**AND**

**L'Association des conseils scolaires des écoles publiques de l'Ontario  
(hereinafter called 'ACEPO')**

**AND**

**L'Association franco-ontarienne des conseils scolaires catholiques  
(hereinafter called 'AFOCSC')**

**AND**

**The Canadian Union of Public Employees / Syndicat canadien de la fonction publique  
(hereinafter called 'CUPE')**

**AND**

**The crown**

**RE: BENEFITS**

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the Employee Life and Health Trust (ELHT) contemplated by this Letter of Understanding, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement. The employee representatives, the employer representatives, and the Crown, intend to establish an Education Sector ELHT, (hereinafter, the "Trust"), to provide benefits to education workers in the Province of Ontario employed by District School Boards, District School Area Boards and Public School Authorities (hereinafter, the "Boards") in accordance 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 (the "ELHT Requirements"). It is intended that the Trust be effective no later than February 1, 2017 and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Trustees, as defined in 2.1.0, shall consult with other Trusts and Boards to move all employee groups into the Trust(s) at the same time, subject to the Trust being ready to accept the employee group(s).

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation. The terms of this letter of understanding will form the basis for a trust agreement setting out the terms of the ELHT to be approved by the parties.

## **1.0.0 PRINCIPLES**

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups in the education sector may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

## **2.0.0 GOVERNANCE**

### **2.1.0 Board of Trustees**

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 CUPE employee representatives and 4 employer representatives, including the Crown. The Board of Trustees will include among its members 2 independent experts, 1 appointed by the employer representatives and 1 appointed by the employee representatives. CUPE will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
  - a. Be retained from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the union, the Boards, the CTA and the Crown;
  - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
  - c. Be accredited from one of the following fields: actuarial science, law or accounting; or in lieu of such affiliation hold the Certified Employee Benefit Specialist (CEBS) designation; and have demonstrated experience with employee benefit plans.



- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 CUPE shall determine the initial term and subsequent succession plan for their Trustees. The CTA and the Crown acting together, shall determine the initial term and subsequent succession plan for their Trustees. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period. The term of a Trustee shall be limited to a maximum of 9 years.

**3.0.0 ELIGIBILITY and COVERAGE**

**3.1.0 The following employees represented by CUPE are eligible to receive benefits through this Trust:**

- 3.1.1 The Trust will maintain eligibility for CUPE represented employees in accordance with the Local Collective Agreement (“CUPE represented employees”) as of August 31, 2014. The Trust will also be permitted to provide coverage to other 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. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements.
- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.3.0 Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

**4.0.0 FUNDING**

**4.1.0 Start-Up Costs**

- 4.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on September 1, 2016.
  - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown shall pay to CUPE \$3.5million of the startup costs referred to in s. 4.1.1 (b) on the date of ratification of the central agreement and shall pay to CUPE a further \$3.5 million subject to the maximum amount referred to in s. 4.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Board’s surplus will be retained by the Boards.
- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.1.6 All Board reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.7 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board’s annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers’ and employees’ premium share.
- 4.1.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
  - a. If available, the paid premiums or contributions or claims costs of each group; or
  - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.
 The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies

where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.10 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.1.11 The Trust shall retain rights to the data and the copy of the software systems.

#### **4.2.0 On-Going Funding**

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
  - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
  - b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
    - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board or public school authority statements, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education. Total Cost excludes retiree costs. The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> for the period consistent with this clause.
    - ii) For purposes of (b) (ii) 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. All amounts determined in this Article 4 shall be subject to a due diligence review by CUPE. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by CUPE. If any amount cannot be agreed between CUPE and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and

reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

- i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either CUPE or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either CUPE or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.
  - ii) Prior to September 1, 2016, on any material matter, relating to Article 4.2.1 (a) or (b), CUPE or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the Boards will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
- f. An amount of \$300 per FTE, in addition to (d) and (e) will be added to the base funding in 2016-17.
- g. With respect to 4.2.1 (b), and (d) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. 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.).
- i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31<sup>st</sup> and March 31<sup>st</sup> of each year.
- j. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31<sup>st</sup> and March 31<sup>st</sup> 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.

- k. 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 Central.
- l. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.
- m. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- n. The Boards shall deduct premiums as and when required by the Trustees of the Education Sector ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the Education Sector ELHT with supporting documentation as required by the Trustees.
- o. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- p. Some CUPE members currently contribute to the payment of employee benefits at varying levels in accordance with local collective agreements, generally referred to as "Co-Pay". This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the "Co-Pay", the Crown will provide funding equivalent to the reduction of the "Co-Pay" amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last board's participation date.

## **5.0.0 SHARED SERVICES**

- 5.1.0 CUPE agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis recognizing the value of benefits to the members.
- 5.1.1 Shared administrative services will be provided as determined by the Transition Committee for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date but shall be no later than August 31, 2021.

- 5.1.2 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

## **6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES**

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including, but not limited to:
- a. The trustees' selection of the Trust auditors and the Trust actuaries;
  - b. The annual reports of the Auditors and actuaries;
  - c. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan;
  - d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design;
  - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
  - f. Validation of the sustainability of the respective Plan Design;
  - g. Establishing member contribution or premium requirements, and member deductibles if any;
  - h. Identifying efficiencies that can be achieved;
  - i. The design and amendment of the Funding policy;
  - j. The investment Policy and changes to the Investment Policy; and
  - k. Procurement of adjudicative, administrative, insurance, consultative and investment services.
- 6.2.0 Under the Funding Policy, Trust surpluses may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
  - b. Fund claims stabilization or other reserves;
  - c. Improve plan design;
  - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
  - e. Reduce member premium share if any.
- 6.3.0 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
  - b. Increased member share premium;
  - c. Change plan design;
  - d. Cost containment tools;
  - e. Reduced plan eligibility;

- f. Cessation of benefits, other than life insurance benefits; and
  - g. Identify other sources of revenue.
- 6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 6.5.0 The Trust shall provide “trustee liability insurance” for all Trustees.

#### **7.0.0 ACCOUNTABILITY**

- 7.1.0 Actuaries and external auditors will be appointed by the Trust. Audited financial statements and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 7.2.0 The Funding Policy shall require the Trustees to take necessary actions or decisions during a period in which the CFR is less than 8.3% of annual expenses over a projected three year period.  
If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.
- 7.3.0 Copies of the audited financial statements and the actuarial evaluation report requested in section 7.1.0 will be shared with CUPE, OPSBA, OCSTA, ACEPO, AFOCSC and the Ministry of Education.

#### **8.0.0 TRANSITION COMMITTEE**

- 8.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established by January 31, 2016 to address all matters that may arise in the creation of the Trust.

#### **9.0.0 PAYMENTS**

- 9.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that the funding amount provided for benefit of the Trust must be provided to the Trust in accordance with the Letter of Understanding.

#### **10.0.0 ENROLMENT**

- 10.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within 15 to 30 days from their acceptance of employment.
- 10.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 10.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or

employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

10.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.

10.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

#### **11.0.0 ERRORS AND OMISSIONS RELATED TO DATA**

11.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.

11.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.

11.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.

11.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust a Board office during regular business hours upon 30 days written notice.

#### **12.0.0 CLAIMS SUPPORT**

12.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.

12.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

#### **13.0.0 PRIVACY**

13.1.0 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 be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).



## **APPENDIX H – HRIS FILE**

Each Board may choose to provide to the Trustees of the Education Sector ELHT directly, or provide authorization through its Insurance Carrier of Record to gather, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the Education Sector ELHT and the employer representatives:

- a. complete and accurate enrolment files for all members, member spouses and eligible dependents, including:
  - i. names;
  - ii. benefit classes;
  - iii. plan or billing division;
  - iv. location;
  - v. identifier;
  - vi. date of hire;
  - vii. date of birth;
  - viii. gender;
  - ix. default coverage (single/couple/family).
- b. estimated return to work dates;
- c. benefit claims history as required by the Trustees;
- d. list of approved pre-authorizations and pre-determinations;
- e. list of approved claim exceptions;
- f. list of large amount claims based on the information requirements of the Trustees;
- g. list of all individuals currently covered for life benefits under the waiver premium provision; and member life benefit coverage information.

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## **PART B: LOCAL TERMS**

### **ARTICLE 1**

#### **PURPOSE**

- 1.1 The purpose of this Collective Agreement is to set forth rates of pay, hours of work, benefits and other terms and conditions of employment, including the provision of procedures for the resolution of grievances between the Board and the employees who come under the scope of this Agreement.

#### **IMPLEMENTATION**

- 1.2 (a) Both parties shall be bound by appropriate legislation of Canada and the Province of Ontario.
- (b) For the purpose of administering this Agreement previous geographical areas will be defined as any new and existing work sites within the regions covered by the following former Boards/areas: Hornepayne, Chapleau, Michipicoten, Central Algoma, Sault Ste. Marie.

### **ARTICLE 2**

#### **RECOGNITION**

- 2.1 The Board recognizes the Canadian Union of Public Employees and its Local 16 as the bargaining agent in respect of the Plant/Maintenance/Carestaff Unit being: all employees of the Algoma District School Board engaged in plant, maintenance, caretaking, groundskeeping, stores and cafeteria positions, save and except supervisors, assistant supervisors and persons above the rank of supervisor.
- 2.2 The parties agree that current scenarios for contracting out of work within the scope of this Collective Agreement shall be allowed to continue. Such scenarios include but are not limited to:
- (a) North Shore cleaning and maintenance and District Wide Cafeterias currently being outsourced will be excluded from the scope of this Agreement.
- (b) Significant projects or work requiring specialized equipment, expertise, licenses,

etc. which do not affect the regularly scheduled hours of work of bargaining unit employees.

- (c) Students who are employed to work regularly less than eight (8) hours per week shall be excluded from the scope of this Agreement, provided such work does not lessen the regularly scheduled hours of work of a bargaining unit employee in the former Board areas of Michipicoten, Chapleau and Hornepayne. (Reference Letter of Understanding I)

- 23 No bargaining unit employee shall be required or permitted to make any written or verbal agreement with the Board or its representatives which is contrary to the terms of this Collective Agreement.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

- 31 Except as modified by this Agreement and to the extent specifically described in the Agreement, all rights and prerogatives of management are retained by the Board and remain exclusively and without limitations, within the right of the Board and its administration. Without limiting the generality of the foregoing, the Board's rights shall include:
  - (a) The right of the Board to hire, direct, promote, demote, classify, transfer, suspend and lay off employees and also the right of the Board to discipline or discharge any employee for just cause; provided, however, that a claim by an employee (who has acquired seniority) that he/she has been discharged, suspended, demoted or disciplined without just cause, or that the Board has exercised any of its other rights contrary to the terms of this Agreement may be subject of a grievance and dealt with as hereinafter provided.
  - (b) The right of the Board to authorize any agent, advisor, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
  - (c) The right of the Board to determine qualifications, duties and responsibilities of positions.
- 32 The Union further recognizes the right of the Board to operate and manage its business in all respects in accordance with its commitments and responsibilities. The methods, processes and means of operation used, the right to use improved methods, machinery

and equipment, and jurisdiction over all operations, buildings, machinery and tools are solely and exclusively the responsibility of the Board, subject to the terms of this Agreement.

The Board also has the right to make, alter and enforce from time to time rules and regulations to be observed by the employees, but such rules and regulations shall not be contrary to the terms of this Agreement.

- 33 Any exercise of the above-noted rights by the Board that establish a new, changed or modified policy or practice will be communicated to the President and the Recording Secretary of the Union in writing as soon as possible.

## **ARTICLE 4**

### **CONTRACTING OUT**

- 4.1 The Board agrees that all schools and buildings under its jurisdiction shall continue to be maintained by bargaining unit employees of the Board. The Board will not contract out work normally performed by employees who are embraced by the Bargaining Unit. This shall not prevent the Board from contracting out work of an emergency nature and work not normally performed by members of the Bargaining Unit.
- 4.2 When contracting out is necessary it will not directly lessen the regularly scheduled hours of work for employees.
- 4.3 Student Co-op will not be used to lessen the regularly scheduled hours of work for employees.
- 4.4 No bargaining unit work shall be done under the auspices of an "Ontario Works" (Workfare) Program.

## **ARTICLE 5**

### **UNION SECURITY**

- 5.1 The Union shall notify the Board in writing of the names of persons elected to office in the Union and who are authorized by the Union to represent employees on behalf of the Union.
- 5.2 The Board will provide the Union with access to bulletin board space in each work site for

posting of Union business and information in a place not visible to students or the general public.

- 5.3 The Board shall deduct from the pay of each employee, as described in Article 2 (Recognition), such dues and assessments that may be levied by the Union. The total amount of dues deducted, together with a list of employees showing wages and hours of work for the pay period, shall be remitted to the National Treasurer of CUPE as soon as possible following each pay period.
- 5.4 The Union is responsible for keeping the Board informed of the name and address for the National Treasurer of CUPE.
- 5.5 The Local 16 Secretary-Treasurer of the Union is responsible for informing the Board of the dues and assessments on regular pay to be deducted from each employee's pay.
- 5.6 The employee, the bargaining unit and the Union, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of deductions authorized by the Union.
- 5.7 On request, provided sufficient notice is given by the Union to the Superintendent of Human Resources, the local President or the Recording Secretary of the Union shall be provided with a list of employees covered by the bargaining unit. The information provided will contain the employees' name, gender, work location, mailing address and listed phone numbers. The information requested may appear on more than one list.
- 5.8 The Human Resources Department of the Board agrees to advise new employees that a Collective Agreement is in force, and that Union dues will be deducted in accordance with the Collective Agreement.

Except for bona fide religious reasons in accordance with The Ontario Labour Relations Act and/or the Human Rights Code, all present employees shall either maintain their Union membership or join the Union within thirty (30) days after the ratification of this Agreement and shall remain Union members in good standing.

Except for bona fide religious reasons in accordance with the Ontario Labour Relations Act, and/or the Human Rights Code, employees hired subsequent to the ratification of this Agreement shall become Union members as of the first day of work, and shall remain Union members in good standing.

- 5.9 The Union may, with the approval of the Director or designate, be allowed to use the inter-school or inter-district mail service for the purpose of communicating with its membership.

- 5.10 The Board recognizes the right of the Union to authorize any agent, advisor, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

- 6.1 Every effort will be made to resolve complaints before they become grievances.
- 6.2 A grievance shall be defined as any difference arising from the interpretation, application or alleged violation of the terms of this Collective Agreement including whether a matter is arbitrable.
- 6.3 Time lines for Grievances and Arbitration shall be suspended during the period of School Breaks (such as Christmas, Spring, Summer) except in cases of suspension or discharge. Suspension or Discharge grievances will proceed as per the time lines set out in the Grievance Procedure.
- 6.4 All grievances and answers after the informal stage shall be in writing. All employer responses shall be provided on letterhead and signed. Meeting arrangements shall be made through the Human Resources Department.
- 6.5 A member of the Union Grievance Committee shall have the right to visit the work area during their investigation of a complaint at no cost to the Board.
- 6.6 For the purpose of this Article, participation by teleconference or video conference shall be deemed to constitute attendance at a meeting.
- 6.7 (a) Board Committee
- The Board's Grievance Committee may include up to four (4) non-union employees.
- (b) Union Committee
- The Union's Grievance Committee may include up to four (4) employees duly authorized by the Union to act on its behalf. Three of these employees shall be from the Sault Ste. Marie geographic area. The fourth committee member shall be an employee representing the geographic area from which the grievance arises.



- (c) Grievance meetings shall be arranged at mutually satisfactory times during the “split”, but in any case every effort will be made to minimize disruption of the Board’s operational requirements.

Should either party have to reschedule a grievance meeting to a time “outside of the split”, the party requesting the change will be responsible for the wage loss for the Union Committee and grievor to attend the meeting which occurs outside the “split”.

In the event the grievance meeting is held during the scheduled “split”, the Board agrees to pay the wages of one (1) employee who has been elected to the Grievance Committee and who is required to work during the “split” shift period.

The Union shall have the right to include its National Representative as a fifth committee member should the Union so desire, at no cost to the Board.

- (d) Resource People

Additional resource people may be included by mutual consent. Each party will bear their own costs for resource people.

## **PROCEDURE – INDIVIDUAL(S) GRIEVANCE**

### **6.8 Step 1 - Informal Step**

If an employee(s) feels there has been a violation of the Collective Agreement the employee(s) shall first seek remedy through a meeting with the immediate supervisor. The employee(s) shall have Union representation (a member of the Grievance Committee) present at said meeting should the employee(s) so desire. A representative from Human Resources may be present at this stage should the immediate supervisor so desire. The Step 1 grievance procedure shall not be considered to be complete until the employee has participated in a meeting (conference calls, emails etc.) with the immediate supervisor regarding the violation of the Collective Agreement.

The employee(s) must discuss the alleged violation with the immediate supervisor within ten (10) school days of the date of the incident. The immediate supervisor will respond verbally to the employee(s) union within ten (10) school days.

### **6.9 Step 2**

If the informal meeting does not result in a resolution, the Union may submit the grievance, in writing, to the Manager of Plant, with copies to Human Resources, within ten

(10) school days of the date of the response of the immediate supervisor. Such written grievance shall contain:

- (a) a description of the facts giving rise to the grievance, the dates of the alleged violation(s) and the relevant Article;
- (b) the remedy sought;
- (c) signatures of the duly authorized official of the Bargaining Unit and grievor.

The Manager of Plant or designate shall respond in writing to the grievance within ten (10) school days from the date the grievance was received.

### **6.10 Step 3**

- (a) If the grievance is not resolved at Step 2, the Union may, within ten (10) school days from the date of receipt of the reply, submit the grievance to the Director or designate.
- (b) A joint meeting of the parties' respective grievance committees will be arranged within ten (10) school days to try to resolve the dispute.
- (c) The Union shall be notified in writing of the answer of the Director within ten (10) school days from the date of the Step 3 grievance meeting.

6.11 If the grievance is not resolved at Step 3, the Union shall advise the Board within twenty-five (25) school days of their intent to forward the grievance to arbitration.

6.12 Time restrictions are mandatory but may be extended if mutually agreed upon. Consent to extend the time limits will not be unreasonably withheld. The failure of one party to comply with time allowances or any agreed upon extensions shall result in the grievance being moved to the next step in the process.

## **POLICY GRIEVANCES**

### **6.13 Step 1 - Informal Discussion**

The Union alleging the contravention of the Collective Agreement shall first attempt to resolve the matter by informal meeting with the Manager of Plant and/or designate. Such a meeting will occur within ten (10) school days of the date of the alleged contravention of the Agreement.

#### **6.14 Step 2**

In the event that this issue remains unresolved, a grievance may be filed in writing to the Director of Education within ten (10) school days of the informal meeting. Such written grievance shall contain:

- (a) a description of the facts giving rise to the grievance, the dates of the alleged violation(s) and the relevant Article;
  - (b) the remedy sought;
  - (c) signatures of the duly authorized officials of the Bargaining Unit.
- 6.15 A joint meeting of the party's respective grievance committees shall be arranged within ten (10) school days of receipt of the written grievance to discuss the grievance and attempt to resolve the dispute.
- 6.16 The Director shall respond in writing to the grievance within fifteen (15) school days from the date of the meeting.
- 6.17 If the grievance is not resolved at Step 2, the Union shall advise the Director within twenty-five (25) school days of the intent to forward the grievance to arbitration.
- 6.18 Time restrictions may be extended if mutually agreed upon. Consent to extend time restrictions will not be unreasonably withheld.

#### **ARBITRATION**

6.19 Where a difference arises between the parties relating to the contravention of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the grievance to arbitration. The notice shall contain the names of three (3) sole arbitrators for consideration.

The recipient of this notice shall, within fifteen (15) school days, advise the other party of the name they can agree to, if not they will submit three (3) names for the first party to be considered.

6.20 If the parties fail to agree upon a sole arbitrator within the time limit, the appointment shall be made by the Minister of Labour upon request of either party.

The Arbitrator (as the case may be) shall hear representations of the parties and shall issue

a decision. The decision shall be final and binding upon the parties.

6.21 The parties may mutually agree in writing to substitute a single arbitrator for an Arbitration Board at the time of referral to arbitration. All other provisions contained in this Article shall continue to apply.

6.22 In the event of an Arbitration, the Board shall bear the cost of its attendees. Regardless of the number of local Union grievance representatives, the Board will be responsible for a total of up to four (4) days lost wages. Local grievance representatives shall be employees of the Algoma District School Board and may include the grievor.

Each of the parties will jointly bear the costs of a sole Arbitrator on an equal basis.

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

## **ARTICLE 7**

### **LABOUR/MANAGEMENT COMMITTEE**

7.1 a) The Labour/Management Committee will consist of the following:  
three (3) representatives from the Union and three (3) from the Board.

b) The Committee shall meet semi-annually or as required by the Bargaining Unit Executive or by the Employer to discuss matters of common concern. A meeting shall be held as expeditiously as possible as mutually agreed between the parties, but not later than fifteen (15) days after receipt of a request by either party or as otherwise mutually agreed.

7.2 This Committee will form to discuss issues that arise regarding the interpretation of the Collective Agreement. Every effort will be made to schedule committee meetings outside of working hours. In the event that this is not possible, Union members on the Committee shall be granted leave with pay to attend committee meetings.

7.3 The purpose of the Committee is to discuss issues which arise out of the administration and interpretation of this Collective Agreement. However, any discussions of the Committee shall not replace or infringe upon the grievance procedure.

7.4 All committee members must be employees of the Algoma District School Board. The National Representative may participate in meetings of this Committee should the Union so desire.

## ARTICLE 8

### **JOB EVALUATION/PAY EQUITY COMMITTEE**

- 8.1 The Board acknowledges the right of the Union to appoint a Job Evaluation/Pay Equity Committee of not more than three (3) members.
- 8.2 Committee members shall be granted leave to attend committee meetings between the Board and Union at no cost to the Board.

## ARTICLE 9

### **SENIORITY/LOSS OF SENIORITY**

**(In addition to Central Item C10.00 Casual Seniority Employee List)**

- 9.1 Seniority is a principle of granting preference to employees in the bargaining unit for promotion, demotion, transfer, layoff and recalls after layoff. Seniority shall operate on a bargaining unit wide basis. Seniority shall be based on the date of hire with the employer. Seniority shall include service with a predecessor board in a bargaining unit position prior to the certification of this bargaining unit. In the event of a tie, the date on the employee's most recent application, which is in the employee's personnel file will be used to determine seniority order. In the event the seniority is still tied it shall be broken by lots conducted jointly by the Parties.
- 9.2 Seniority lists showing the name, date of hire and employee's job title will be prepared by the Board for all full and part time employees. Seniority lists shall be ranked in order of highest to lowest, based on date of hire. Such lists shall be distributed via email to all employees and a copy forwarded to the Union by January 30th of each year.

An employee noting an error in his/her seniority will make it known in writing to the Superintendent of Human Resources or designate within thirty (30) working days of the date the list was posted. Any error verified will cause a revised list to be posted. An employee who was on an approved leave of absence shall have five (5) working days from their return to work date to check the list for errors.

Failure to dispute the accuracy of the seniority list in writing within the specified time period shall result in the list being deemed to be correct.

- 9.3 The Board will maintain a date of hire list for all casual employees. Casual employees will not be placed on the seniority list nor will they be eligible for seniority until such time as

the employee is appointed to a permanent position and successfully completes the probationary period. The list shall be appended to the seniority list.

- 94 Any newly appointed employees covered by this Agreement who have successfully completed their probationary period shall have their names placed on the seniority list and the seniority of the employee shall be dated to the employee's most recent date of hire.

#### **9.5 LOSS OF SENIORITY**

An employee shall lose seniority and employment shall be deemed to have terminated, under the following conditions, if an employee:

- i) resigns/retires,
- ii) is discharged, and such discharge is not reversed through the grievance or arbitration procedure,
- iii) fails, after a layoff, to return to work within seven (7) working days from the recall date given in the notice of recall, unless an extension is granted by the Board due to an emergency or other pressing reason,
- iv) an employee's recall rights under the Recall Article expire at the end of eighteen (18) calendar months from the date of layoff exclusive of July and August,
- v) absents oneself from work without a bona fide reason acceptable to the Board,
- vi) fails to return to work promptly after the expiration of any leave or vacation granted, without a bona fide reason acceptable to the Board.

### **ARTICLE 10**

#### **PERSONNEL FILES**

- 10.1 (a) Employees shall be entitled to review their own personnel file in the office where the file is normally kept and in the presence of a Board designated representative. The Board will be given twenty-four (24) hours notice prior to any request for access to such files.
- (b) Upon request a copy of such file shall be provided to the employee. The board may invoice the employee for any cost incurred. With the written consent of the employee the president of the local union or designate shall be entitled to review the employee's personnel file in accordance with the provisions of this clause.
- 102 Documents contained in the Human Resources Personnel File of a disciplinary nature and all supporting documents shall be removed from these files two (2) years after their date of issue, unless further similar disciplinary action has occurred in that

period.

- 103 Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment, or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in the Human Resources Personnel File.

## **ARTICLE 11**

### **JOB POSTING**

- 11.1 A vacancy may occur and will be posted when:
- (a) an employee is appointed to another position, or
  - (b) an employee is discharged, demoted from a position, or
  - (c) an employee is on an approved absence for a period in excess of twelve (12) months, or
  - (d) an employee is absent in excess of six (6) months due to illness, WSIB, or
  - (e) an employee resigns/retires from a position and the Board requires a replacement, or
  - (f) there is a newly created position.
- 11.2
- a) In the event a part time position becomes a full time position it shall be posted.
  - b) All Day positions will be posted, unless an employee has recall rights to a Day position. The resulting vacancy created from the Day position will be used for recall purposes.
- 11.3 When a vacancy occurs within the scope of this Agreement, the following procedure shall be used in filling the position:
- i) The position shall be posted in each work location within three (3) working days of being declared vacant. The posted notice will remain for five (5) working days exclusive of:
    - (a) School Breaks (July, August, Christmas and Spring Break),
    - (b) where the vacancy is a result of a retirement; the job will be posted at the commencement of vacation or the employee's last day worked.
    - (c) holidays.
  - ii) All vacant or newly created positions will be posted up to and including June 15<sup>th</sup> each years.

11.4 Postings shall contain the job description, wage rates, qualifications, and/or equivalent experience required, hours of work, the shift to be worked and closing date and time. Postings shall be open to all permanent full or part time employees within the bargaining unit.

Employees absent during a posting shall have the right to apply for such positions within three (3) working days of their return, but not later than fourteen (14) working days from the opening date of the posting.

11.5 Appointments shall be made on the basis of seniority, qualifications and/or equivalent experience and medical fitness. If a senior applicant is rejected, the applicant will be advised in writing of the reasons for the rejection. The name of the successful applicant shall be made known to the President of the Local.

11.6 a) In the event the posting is not filled, the Board will take steps to fill the position by the most senior qualified employees on the Recall list. In the event that the posting is not filled as a result of Article 11.6 a, the Board may take steps to fill the position by the appointment of a qualified casual, then external recruitment.

b) Postings which remain vacant, following the above procedures shall be offered to casual employees in accordance with Article 11.5. The date of hire will be used in place of seniority as specified in Article 11.5. The Union will be advised of appointments.

11.7 An employee returning to work from illness, LTD or WSIB, extending beyond twelve (12) months, shall be placed into a position within his/her former job title and geographic area according to seniority and qualifications and subject to the provisions of the Layoff Article.

11.8 When an employee is appointed to a posted position they may return to their previous position within three (3) working days or prior to the commencement of the fourth working shift. Written notification of the employee's decision must be provided to their immediate Plant Supervisor prior to the commencement of the fourth working shift. An employee may waive any portion of the trial period by notifying Plant Supervision in writing.

11.9 A promotion is defined to be an advancement in job class, an increase in hourly rate of pay or an increase in regular hours of work.



## **ARTICLE 12**

### **BOARD INITIATED TRANSFERS**

- 12.1 If it becomes necessary for the Board to transfer an employee, every attempt will be made to transfer the employee to a position within their job title and geographic area.
- 12.2 Transfers shall first be discussed with the Union and the employee. The employee shall be advised of the transfer at least five (5) working days in advance of the transfer.
- 12.3 If the Board is required to transfer the employee outside their geographic area and the employee is required to relocate their household from one geographic area to another, the employee will be assisted at a rate of 50% of the actual cost of moving the employee's household goods to a maximum of \$1,000.00, based on original receipts submitted to the Board.

## **ARTICLE 13**

### **LAYOFF/RECALL**

- 13.1 An employee is considered to be laid off when:
- (a) a position is eliminated,
  - (b) there is a reduction in the workforce,
  - (c) there is a reduction in a full time employee's hours of work or a reduction of hours for part time employees working fifteen (15) hours per week or more, or
  - (d) when an employee's position is declared redundant.
- 13.2 In the event of a layoff, a laid off employee, may bump any employee with lesser seniority, provided the laid off employee exercising their right is qualified or has equivalent experience and has the proven ability to meet the physical abilities of the job. A laid off employee may bump up or down. No employee who has received a notice of lay off shall be required to bump a position if the move is beyond fifteen (15) kilometers of the location of the employee's previous position. An employee may choose to bump a position that is beyond fifteen (15) kilometers.
- 13.3 Employees displaced through the bumping process shall be laid off and placed on a recall list. Employees on the recall list shall be called out in order of seniority and qualifications prior to casual employees being called out.
- 13.4 In the event the Board is required to lay off employees, all laid off full and part time

employees will be notified at least twenty-five (25) calendar days prior to the layoff or according to Employment Standards Act requirements, whichever is greater.

## **RECALL**

13.5 All vacant or newly created positions will be posted as per Article 11.

Once all of the steps of the posting procedure have been exhausted, positions that are not filled will be offered to recall employees in order of seniority and qualifications until such time as the recall list has been exhausted.

An employee may choose to accept recall to a position of fewer hours, thus satisfying the employee's recall rights.

New employees shall not be hired until those laid off employees have been given an opportunity of recall, provided the employee to be recalled possesses the seniority, qualifications and/or equivalent experience necessary to perform the essential duties of the position.

13.6 Any full or part time employees on layoff shall have, for eighteen (18) months from the date of layoff, the opportunity for casual work, based on seniority, required by the Board. The employee shall express in writing his/her intent to be placed on the casual list and shall advise the Board of those geographic areas for which they will be available.

13.7 It shall be the duty of all employees to notify the Board promptly in writing of any change in address or phone number. If an employee fails to do this, the Board shall not be responsible for failure of a notice to reach the employee. Any notice sent by the Board by registered mail to the last known address appearing on the personnel record shall be deemed to have been received by the employee and/or laid off person.

13.8 In the event that the employee does not return to work at the appointed time after receipt of recall notice the employee shall be deemed to be terminated in accordance with the provisions of the Seniority Article.

## **ARTICLE 14**

### **PROBATIONARY PERIOD**

14.1 Upon appointment to a full-time or part-time position, newly hired employees or employees recruited from a casual list shall serve a probationary period of sixty-five (65) working days. The Board may require an employee who has been absent from work

during the probationary period to work additional days equal to the number of days absent in order to complete probation.

Where an employee's probationary period is interrupted for a promotion the employee's probationary period may be extended by twenty (20) working days.

- 14.2 Employees, while serving a probationary period, shall be entitled to all rights and benefits of this Collective Agreement. With regard to discharge and discipline, Article 15.3(a) applies. Upon successful completion of the probationary period, the employee shall be granted seniority in accordance with the provisions of the Seniority Article.
- 14.3 (a) The Board may discipline and/or discharge a probationary employee based on a lesser standard of just cause than that applied to a permanent employee.
- (b) The Board shall consult the Union and employee prior to any extension of a probationary period. If an extension is necessary, the extension of the employee's probationary period shall only occur once for said employee. Such extension will not exceed forty (40) active working days.
- 14.4 A permanent employee shall mean an employee who has successfully completed the probationary period and is granted seniority in accordance with the Seniority Article.

## **ARTICLE 15**

### **EMPLOYEE AND POSITION DEFINITIONS**

**(In addition to Central Letter of Understanding #1)**

#### **15.1 Full Time Employee**

- i) has been appointed to a position of ten (10) months or twelve (12) months, and
- ii) has successfully completed a probationary period, and
- iii) works regularly at least thirty-five (35) hours per week.

The parties agree that where employees have been grandparented in eight (8) hours per day/forty (40) hours per week positions, in accordance with the attached letters of understanding, these employees shall be deemed to have a full time equivalent status of 1.0 F.T.E.

#### **15.2 Part Time Employee**

- i) has been appointed to a position by the Board, and
- ii) has successfully completed a probationary period, and
- iii) works regularly less than thirty-five (35) hours per week

**15.3 (a) Casual Employees, if used, work as required by the Board:**

- i) to replace full or part time employees, or
- ii) to work occasionally, as required, for a period not to exceed one (1) calendar year, in the same position, or
- iii) for special projects which do not extend beyond three (3) months.

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

- Hours of Work
- Overtime
- Rate of Pay
- Recognized Holidays (provided the Casual Employee works on the day before and the day after the Holiday)
- Management Rights
- Union Security
- Purpose
- Implementation
- Recognition
- No Strike or Lockout
- Validity of Agreement
- First Aid Kits
- Personnel Files
- Absenteeism
- Resignation
- Retirement
- Employee & Position Definitions
- Method of Pay
- Vacation
- Replacement

Casual employees may access the grievance procedure in respect of a claim that the Board has contravened any rights provided in the Article set out above.

- (c) Lists of casual employees will be maintained for each Geographic Area at the discretion of the Board. Geographic Areas will be defined as any work sites within the geographic regions covered by the following former Boards/Areas: Hornepayne, Chapleau, Michipicoten, Central Algoma and Sault Ste. Marie.
- (d) Time worked by casual employees shall not lessen the normal work week of regular full or part time employees. Time worked in a casual assignment shall not apply toward the employee's probationary period.

#### **15.4 Position Definitions**

12 month position: A position to which an employee has been appointed and is required to work twelve (12) months of the year. Such a position can be full or part time as designated by the Board. Twelve month positions are listed on the attached salary matrix, subject to relevant Letters of Understanding.

10 month position: A position to which an employee has been appointed to work on the first scheduled working day of the school year up to June 30<sup>th</sup> of every year. Such a position can be full or part time as designated by the Board. Ten month positions are listed on the attached salary matrix, subject to Letters of Understanding.

#### **15.5 Probationary Employee**

A probationary employee shall be defined as a full or part time employee who is serving a probationary period.

#### **15.6 Permanent Employee**

A permanent employee shall be defined as a full or part time employee who has successfully completed his/her probationary period.

### **ARTICLE 16**

#### **HOURS OF WORK**

**(In addition to Central Letter of Understanding #1)**

#### **16.1 Time Blocks**

The Board will establish time blocks within which an employee's hours of work may be scheduled. Time blocks shall be as follows:

<u>Day Block</u>	All Day shifts will be scheduled between the hours of 6:00 a.m. and 6:00 p.m.
<u>Evening Block</u>	All Evening shifts will be scheduled between the hours of 2:00 p.m. and 12:00 midnight.
<u>Night Block</u>	All Night shifts will be scheduled between the hours of 11:00 p.m. and 8:00 a.m.

**16.2 Lunch Break**

Unpaid lunch breaks will be either one half or one hour in length for all employees except those required to work a split shift. Lunch periods will be scheduled and posted by the Supervisor of Carestaff/Maintenance. Lunch periods may be altered to meet emergency needs.

**16.3 Work Week**

The work week shall commence at 11:01 p.m. Sunday. Employees shall be entitled to two (2) consecutive days off in a work week, unless mutually agreed to by the bargaining unit president and plant supervision.

**16.4 Part Time Hours of Work**

Hours of work for part time employees will be as required by the Board within the appropriate time block.

**16.5 Summer Cleaning**

When the Board has determined the required cleaning for the summer break period, the Board shall post any additional work available for the months of July and August.

Ten month employees, both full and part time, will be allowed to indicate their interest in working one or both of the summer months.

The selection of personnel to work shall be by seniority and qualifications.

Those ten (10) month employees working during the summer months will be eligible for Recognized Holiday Pay in the same manner as a casual employee under Article 15.3 (b).

## ARTICLE 17

### OVERTIME/CALL OUT

The following shall be in place upon ratification and for the remainder of the term of the collective agreement.

#### 17.1 Overtime

- (a) An employee will not be permitted to work overtime except with the prior approval of the immediate supervisor.
- (b) Hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week, excluding call outs, shall be considered overtime and shall be paid for on the basis of one and one half (1-1/2) times the normal rate of pay.
- (c) The parties agree that overtime shall be kept to a minimum but will cooperate in meeting operational needs where overtime is required.
- (d) Notwithstanding (b), the employee will have the option of time and one half off for time worked, at a time mutually agreed by the supervisor and the employee. Requests will not be unreasonably denied. An overtime form shall be submitted for such requests. When an employee has opted for time off, this decision is final and may not be changed to "pay" for overtime. Overtime hours banked for time off in lieu will not exceed thirty-five (35) hours. Booking of overtime will not exceed thirty-five (35) hours in one block of time and will be booked at a mutually agreed upon time. When the overtime is approved, the bank will be adjusted accordingly. At the time the request to book in lieu time is approved, the employee shall be able to replenish their bank. Once approved, the scheduled overtime may not be re-scheduled or retracted by the employee. Overtime hours earned beyond the thirty five (35) hours cap will be paid out in the next pay period. Overtime hours used will be subtracted from the accumulated hours banked.
- (e) An employee who is required to work three (3) hours or more overtime beyond the employee's regular scheduled shift shall be paid a meal allowance of \$5.00. If the employee is required to work an additional four (4) hours of overtime a second meal allowance will be provided.
- (f) A travel allowance in accordance with Board resolution will be paid to an employee who is requested by the employee's supervisor to use their vehicle for Board designated business.

## 17.2 Call Out

For an employee who is called in from home to work outside of regular working hours, one of the following shall apply, whichever is greater:

- a) An employee called in from home to work, for less than two (2) hours on a normal workday or for less than one and a half (1.5) hours on a Saturday, Sunday or Recognized Holiday, shall be paid a minimum of three (3) hours call out pay on normal workdays, and four (4) hours minimum call out pay on Saturday, Sunday and Recognized Holidays at the regular rate of pay; or
- b) An employee called in from home to work on a normal workday, who is required to work two hours or more, shall be paid time and one half for the time worked; or
- c) An employee called in from home to work on a Saturday, Sunday or Recognized Holiday who is required to work 1.5 hours or more, shall be paid time and one half for the time worked.

Note: Time worked on a call out shall mean travel time from home to the work site and return, plus time worked.

## ARTICLE 18

### SHIFT SCHEDULING/WORKLOAD

(In addition to Central Letter of Understanding #1)

- 18.1 Plant supervision shall be responsible for the scheduling of shifts within determined time blocks. Where possible, shifts shall be scheduled according to the following guidelines on days of normal operation. Shifts may be rescheduled within the appropriate time blocks due to operational requirements or emergency situations.

Custodian 10	Evening Block	3:00 p.m. to 10:30 p.m. (Includes ½ hour unpaid lunch)
	Day Block	6:00 a.m. to 6:00 p.m.
Custodian 12	Evening Block	3:00 p.m. to 10:30 p.m. (includes ½ hour unpaid lunch)
Cafeteria Assistant	Day Block	7:30 a.m. to 2:30 p.m. (includes ½ hour unpaid lunch)



Restaurant Services	Day Block	8:30 a.m. to 3:30 p.m. (includes ½ hour unpaid lunch)
Project Custodians	Day or Evening Block Day Shift	Hours scheduled as required. 7:00 a.m. to 2:30 p.m. (includes ½ hour unpaid lunch)
	Evening Shift	3:00 p.m. to 10:30 p.m. (includes ½ hour unpaid lunch)
Maintenance	Day or Evening Block Day Shift	Hours scheduled as required. 7:00 a.m. to 2:30 p.m. (includes ½ hour unpaid lunch)
	Evening Shift	3:00 p.m. to 10:30 p.m. (includes ½ hour unpaid lunch)
Custodian 1B	Day Block	Hours scheduled as required
Trades	Day or Evening Block Day Shift	Hours scheduled as required. 7:00 a.m. to 2:30 p.m. (includes ½ hour unpaid lunch)
	Evening Shift	3:00 p.m. to 10:30 p.m. (includes ½ hour unpaid lunch)
Locksmith	Day or Evening Block Day Shift	Hours scheduled as required. 7:00 a.m. to 2:30 p.m. (includes ½ hour unpaid lunch)
	Evening Shift	3:00 p.m. to 10:30 p.m. (includes ½ hour unpaid lunch)
Cafeteria Lead	Day Block	7:00 a.m. to 2:30 p.m. (includes ½ hour unpaid lunch)
Assistant Caretaker	Evening Block	2:30 p.m. to 10:30 p.m. (includes 1-hour unpaid lunch)
Elementary Caretaker Day Block		6:00 a.m. to 9:30 a.m. and 11:00 a.m. to 2:30 p.m. (split shit)
Project Custodian Lead	Day or Evening Block Day Shift	Hours scheduled as required. 7:00 a.m. to 2:30 p.m. (includes ½ hour unpaid lunch)
	Evening Block	3:00 p.m. to 10:30 p.m. (includes ½ hour unpaid lunch)

Secondary Caretaker	Day Block	6:30 a.m. to 10:30 a.m. and 12:00 p.m. to 3:00 p.m. (includes 1.5 hour unpaid lunch)
Maintenance Lead	Day or Evening Block	Hours scheduled as required.
	Day Shift	7:00 a.m. to 2:30 p.m. (includes ½ hour unpaid lunch)
	Evening Shift	3:00 p.m. to 10:30 p.m. (includes ½ hour unpaid lunch)
Maintenance Caretaker	Day Block	Hours scheduled as required.
Plant courier	Day Block	7:00 a.m. to 2:30 p.m. (includes ½ hour unpaid lunch)

The above shift scheduling and split shift language shall be implemented in all geographic areas of the Board and shall be understood to be applicable to either alternate area/alternate day cleaning or to the new cleaning model, whichever is in effect.

Note: For site specific events where later shifts are required Custodian 12's shall be notified to work a later shift by the Caretaker. This is intended to eliminate potential overtime costs during such occurrences.

## **18.2 Split Day Shifts**

Effective September 1, 2008, or the beginning of the 2008/2009 school year, whichever is first, the above shift scheduling and split shift language shall be continued as they exist in all geographic areas as per Article 1.2 b) and shall be understood to include alternate area/alternate day cleaning.

## **18.3 Workload**

- (a) For the period from September 1st, 2002 to August 31, 2003, the New Cleaning Model as outlined in Letter of Understanding H will be in effect and may be continued from year to year of the collective agreement.
- (b) In the event that implementation of the cleaning model is not continued, the following workload assignment guidelines shall be in place in all geographic areas of the Board and shall be understood to include alternate area/alternate day cleaning.

On those days when an individual employee is required by the Board to clean a classroom, the Board will use as a workload assignment guideline, the following as the time provided for the employee to clean a normal classroom which is in daily operational use or the equivalent thereof:

- 20 minutes for those kinds of duties which are designated as “regular/day to day”,
- 10 minutes for those kinds of duties which are designated as “progressive”.

The parties recognize that the guideline will be pro-rated for those areas such as, but not limited to, hallways and gymnasiums, to reflect variations up or down in the required workload.

## **ARTICLE 19**

### **ABSENTEEISM**

- 19.1 In the geographic areas of Sault Ste. Marie and Central Algoma any employee who is unable to report for work at the regular hours shall notify the immediate supervisor via the designated procedure as follows:
- . on a day shift - as soon as possible, but not later than 6:00 a.m.;
  - . on the afternoon shift - as soon as possible, but not later than 10:00 a.m.;
  - . on the night shift (if applicable) - as soon as possible, and not later than 4:00 p.m.
- 19.2 In the geographic areas of Michipicoten, Hornepayne and Chapleau any employee who is unable to report to work at the regular hour shall notify the immediate supervisor or designate in accordance with the designated procedure of that area prior to the start of the shift.
- 19.3 Employees are expected to give reasons for absence including an estimate as to the length of the absence.
- 19.4 Employees returning to work shall notify the immediate supervisor not later than:
- . 3:00 p.m. on the day before their return to work for the day shift;
  - . 11:00 a.m. of the same day on an afternoon shift;
  - . 3:00 p.m. of the same day for a night shift.
- 19.5 Employees who absent themselves from work without authorization shall not be paid for such absence. Any additional disciplinary measures which may be taken will be confirmed in writing with a copy of the correspondence forwarded to the Union.

## ARTICLE 20

### **REPLACEMENT PROCEDURES**

**(In addition to Central Letter of Understanding #1)**

- 20.1 On those days when students are in attendance, the following replacement procedures will be followed when Custodians 10, Elementary Caretakers, Custodians 12, Progressive Custodians, Shop Custodians, Secondary Caretakers, Assistant Caretakers, Cafeteria Leads and Cafeteria Assistants are absent:
- (a) For known absences of one (1) to four (4) consecutive working shifts, a replacement may be made;
  - (b) Should a Progressive Custodian be used to replace absences of one (1) to four (4) consecutive working shifts, on the fifth (5<sup>th</sup>) working shift, the Progressive Custodian shall return to their position.
  - (c) For absences in excess of four (4) consecutive working shifts, a replacement will be made;
  - (d) The Assistant Caretaker and the Caretaker will be notified of the known absence, of any replacement, and of the anticipated return of the absent employee no later than 1:00 p.m.

When the Board replaces an employee, the following replacement procedure will apply: All employees shall indicate in writing, by completing the sign-up form, to the Supervisor of Custodial Services by September 15<sup>th</sup> of each school year, their intent to replace within their school.

The replacement procedure shall be as follows in progressive line of sequence:

Secondary School

1. Secondary Caretaker
2. Assistant Caretaker
3. Progressive Custodian
4. Shop Custodian
5. Custodian 12
6. Custodian 10 (in order of seniority)

K-12 School

1. Caretaker
2. Assistant Caretaker (if applicable)
3. Progressive Custodian (if applicable)
4. Shop Custodian (if applicable)
5. Custodian 12
6. Custodian 10

Elementary School

1. Elementary Caretaker
2. Custodian 12
3. Custodian 10

Cafeteria

1. Cafeteria Lead
2. Cafeteria Assistant
3. Custodian 10/Cafeteria

Note: If there is more than one (1) incumbent, in any of the above call-out sequences the most senior in the classification shall be called first.

- 20.2 Project Custodians, Maintenance employees, the Plant Courier and Maintenance/Caretakers may be replaced at the discretion of the Board. The manner of replacement shall be at the discretion of the Board.
- 20.3 Cafeteria employees shall be replaced. The manner of replacement will be at the discretion of the Board. The Cafeteria Lead will be notified of the absence, replacement and the anticipated return of the absent employee.
- 20.4 During the Christmas Break, Spring Break, summer vacation periods and Professional Development days, plant employees who are required to work may be rescheduled by plant supervision to a day shift schedule, subject to operational requirements.
- 20.5 Any employee required by the Board to assume the duties of a higher paid job title shall receive the higher rate of pay for the period so served.

## **ARTICLE 21**

### **SICK LEAVE**

**(In addition to Central Item C6.00 Sick Leave and C13.00 Vested Retirement Gratuity, and Central Letter of Understanding #8)**

- 21.1 The Board shall establish a sick leave plan for employee absences related to illness as hereinafter provided and shall maintain a sick leave account for each full or part time permanent employee employed by the Board under this Agreement.
- 21.2 Employees shall receive sick leave from their sick leave accumulation when absent for legitimate medical reasons which leave them unable to perform their regular duties.
- 21.3 For the purpose of this plan:

- (a) No sick leave days shall be credited to an employee on leave of absence or on strike, LTD, lockout, or withdrawal of services;
- (b) An employee on sick leave or WSIB, shall not be employed elsewhere. When an employee is employed elsewhere or self-employed on the same date for which the employee is on sick leave, then employment with the Board shall be terminated;
- (c) An employee will neither be eligible to accumulate nor to make use of sick leave credit while not actively employed by the Board;
- (d) Once the employee's sick leave credits have expired, no salary payments or further accumulation of sick leave credits shall occur. Benefits for an employee shall be continued until the end of the next following month after the utilization of all credits. Continuation of benefits may be arranged by the employee at the employee's own expense and subject to carrier approval.

214 (a) A permanent employee shall be entitled to sick time accumulated at the rate of five (5) days (thirty-five [35] hours) for every three months of employment, to a maximum of twenty (20) days (one hundred and forty [140] hours) per year, less any portion used.

All sick leave credits granted and accumulated shall be prorated to the hours of the employee's position, and prorated to the employment status of the employee's position (i.e. twelve (12) month or ten (10) month).

Sick leave shall be accumulated, recorded and used in hours to a maximum of two hundred (200) days (fourteen hundred [1400] hours).

(b) Those employees from the geographic areas of Sault Ste. Marie and Central Algoma who are entitled to a grandparented Sick Leave Retirement Gratuity and whose names are attached as an addendum to this Agreement will be entitled to a maximum sick leave accumulation as follows:

Sault Ste. Marie	-	260 days maximum
Central Algoma	-	200 days maximum.

The above noted employees will only be entitled to accumulate such days in accordance with 22.4(a) of this Collective Agreement.

215 Employees shall report illness in accordance with the Absenteeism Article. Medical and dental appointments must be kept outside an employee's normal working hours. Absence for short periods of time for medical appointments may be arranged through the immediate supervisor. The Board shall report to each employee by October 31st of each year the employee's unused sick leave credit accumulation.

- 21.6 Any medical absences by an employee which exceed three (3) consecutive working days may require medical documentation upon return to duties, if the Board so requests. The Board reserves the right to have the employee submit a certificate from a medical doctor or Nurse Practitioner, regardless of the duration of the illness. Should the Board require a certificate from a medical doctor or Nurse Practitioner the Board shall reimburse the employee for the cost of the same. Employees will have up to five (5) days to acquire a medical note after returning to work.
- 21.7 The transfer of sick leave credit into the sick leave plan described in this Article shall be in accordance with the dictates of the Education Act.

## **ARTICLE 22**

### **RECOGNIZED HOLIDAYS**

**(In addition to Central Letter of Understanding #1)**

- 22.1 When any of the Recognized Holidays fall on an employee's normally scheduled day off, the working day immediately prior to the holiday or the working day immediately after the holiday may be declared by the Board in lieu thereof. If the schools remain in session the day off may be added to the employee's annual vacation.
- 22.2 To qualify for recognized holiday pay, the employee:
- (a) must be employed with the Board for one (1) month,
  - (b) is required to work the employee's normal scheduled shift immediately preceding and immediately following the holiday, unless the employee is on vacation, approved sick leave, jury duty or is on an authorized leave of absence that does not exceed fifteen (15) shifts before or after such holiday.
- 22.3 The Board will pay for Recognized Holidays, unless they become a regular school day, for full time twelve (12) month employees as follows:
- Labour Day
  - Thanksgiving Day
  - Christmas Day
  - Boxing Day
  - New Year's Day
  - Family Day
  - Good Friday
  - Easter Monday
  - Victoria Day
  - Canada Day (Dominion Day)
  - Civic Holiday
  - Heritage Day (when declared by the Federal Government and schools are closed).

Part time twelve (12) month employees will receive pay for the above days based on the hours of the employee's regularly scheduled shift.

- 22.4 The Board will pay for Recognized Holidays, unless they become a regular school day, for full time ten (10) month employees as follows:

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

Part time ten (10) month employees will receive pay for the above days based on the hours of the employee's regularly scheduled shift.

- 22.5 An employee required to work on a Recognized Holiday shall be paid at the rate of time and one half plus the employee's regular rate of pay.
- 22.6 All shifts on the last working day before December 25th and January 1st will be shortened by one-half (1/2) shift without loss of pay, except when the last working day before December 25th is a regular school day, in which case the last working day before January 1st shall become a full day off with pay.

## **ARTICLE 23**

### **VACATIONS**

**(In addition to Central Letter of Understanding #1)**

- 23.1 The vacation year is defined as July 1st to June 30th. For the purpose of this Agreement continuous service shall be calculated at June 30th each year. Vacation earned between July 1st and June 30th shall be taken in the following vacation year.

Service with predecessor Boards (Hornepayne, Chapleau, Michipicoten, Central Algoma and Sault Ste. Marie) shall be recognized for vacation periods.

- (a) Service shall be defined as the length of actual service accrued in hours with the Board, from an employee's most recent date of hire and shall not include any period of time during which the employee does not receive a salary from the Board. Ten (10) month employees shall receive prorated service based on 10/12ths.



Any full time twelve (12) month employee who has had an interruption in their vacation year(s) shall receive credit for service for the year(s) in question on a prorated basis. One year of twelve months service shall be defined as eighteen hundred and twenty (1820) hours and does not include overtime hours.

- (b) Pregnancy/Parental Leave commencing on or after November 18th, 1990, (up to a maximum of fifty-two [52] weeks) as covered by the Employment Standards Act, shall be credited as service based on the employee's posted hours.
- (c) Any period worked while participating in a modified work rehabilitative WSIB sponsored programme, while not in receipt of salary from the Board, will be credited as service based on the accumulated hours worked under the programme, after the first year.
- (d) Employees appointed to a twelve (12) month position shall receive vacation with pay in accordance with years of service.

Vacations normally shall be taken at a time to suit the operational needs of the Board. The Board shall have the right to approve and schedule vacation so as to minimize replacement costs.

- (e) i) An employee appointed to a position must complete (1) year (1820 hours) of service before reaching his/her full entitlement as outlined below.

An employee will have vacation pro-rated based on the length of active service since the appointment to a position where such service is less than one (1) year (1820 hours) effective the vacation count date of June 30th.

- ii) Employees appointed to full time ten (10) month positions shall receive vacation with pay in accordance with prorated years of service. Vacations normally shall be taken during the Christmas and Mid Winter Break. Any unscheduled vacation will be paid as vacation pay on the first pay in September.
- iii) Full Time Twelve (12) Month employees and Part Time Twelve Month Employees shall receive vacation in accordance with the following, subject to the Note below:

Less than one year service at June 30	=	4% of gross pay
Completed 1 - 3 years of service	=	2 weeks vacation
Completed 4 - 7 years of service	=	3 weeks vacation

Completed 8 - 14 years of service	=	4	weeks	vacation
Completed 15 - 19 years of service	=	5	weeks	vacation
Completed 20+ years of service	=	6	weeks	vacation
Completed 25+ years of service	=	7	weeks	vacation.

Current employees with more than the maximum seven (7) weeks will be frozen at their present entitlement.

Note: Paid vacation for employees who work less than full time shall be at the employee's regular weekly pay for each paid week of vacation based on their part time weekly hours.

iv) Part Time Ten (10) Month Employees shall be entitled to vacation pay in accordance with the following scale:

0 to 4 years service	=	4%
Completed 4 - 7 years service	=	6%
Completed 8 - 14 years service	=	8%
Completed 15 – 19 years service	=	10%
Completed 20 – 24 years service	=	12%
Completed 25+ years of service	=	14%

Vacation pay for Part Time Ten (10) Month Employees will be included in the first pay in September. Ten (10) Month Employees can take Christmas and March Break off without pay.

- (f) Casual employees will receive vacation pay of 4% of gross pay on each pay date and are not entitled to equivalent time off.
- (g) Vacation entitlement will be sent to employees the week before March Break. Vacation requests shall be submitted in writing to the Plant Department by April 1st of each year. A schedule shall be drawn up by Plant Supervision by May 1st and posted for all employees. Any errors through miscalculation shall be amended within two (2) weeks and a new schedule posted.
- (h) If a recognized holiday occurs during an employee's vacation, the employee will be granted an extra day off with pay.
- (i) Upon request of the employee, sick leave may be substituted for vacation where it can be established by the employee that an illness or accident requiring hospitalization occurred while on vacation. Only time spent in hospital and during any period of convalescence immediately following release from the hospital may be

substituted.

- (j) Changes in scheduled vacation may be arranged with the approval of the immediate supervisor by written request, at least three (3) weeks in advance of vacation, or on such notice as may be reasonable in the event of illness or accident.
- (k) Vacations shall not be cumulative from year to year, and an employee will not be permitted to forego the vacation to which the employee is entitled unless authorized by their immediate supervisor.
- (l) When an employee qualifies for WSIB or any approved leave prior to commencing vacation, the period of scheduled vacation will be cancelled and may be rescheduled at a later date.
- (m) Upon request, the employee will be permitted a leave of up to two (2) days if necessary, for the purpose of moving the employee's household and place of residence. The leave will be deducted from the employee's vacation credit.

### **23.2 Pre-Retirement Vacation Incentive**

Full time twelve (12) month and full time ten (10) month employees only, who retire onto an OMERS pension between the ages of 55 and 62 and who have ten (10) years of service with the Algoma District School Board and any of its predecessor Boards, shall be entitled to receive a pre-retirement vacation incentive of four (4) weeks vacation.

Such vacation incentive shall be in addition to any other vacation entitlement, provided the employee is entitled to vacation time or vacation pay that year and provided the employee is retiring directly onto an OMERS pension.

## **ARTICLE 24**

### **ENROLMENT IN HEALTH BENEFIT PLAN**

**(In addition to Central Item C5.00 Benefits and Central Letter of Understanding #2 and #9)**

24.1 Effective March 1, 2003, the following benefit terms and conditions will prevail unless superseded by a new collective agreement:

- (a) The Board is not the insurer of employee benefits. The terms of the insurer's contract shall prevail at all times.
- (b) Part time employees are not eligible for Group Life or LTD benefits. Part time employees who work greater than seventeen and a half (17.5) hours per week

shall be entitled to receive Board paid Health and Dental benefits. Part time employees who work less than seventeen and a half (17.5) hours per week shall not be entitled to participate in the Board benefit plan.

- (c) Full time employees and their dependents, if applicable, will be enrolled in the Group Life and LTD plans. Employees working less than full-time hours per week shall not be entitled to or eligible for such coverage.
- (d) Eligible employees who do not wish to participate in the benefits available under the terms of this Collective Agreement, shall sign a waiver form requesting exemption from coverage.
- (e) Employees who have signed a waiver form may apply for coverage, providing such coverage elsewhere has ceased. Application must be made within thirty-one (31) days of cessation of coverage. Insurability and availability shall be at the sole discretion of the carrier.
- (f) Employees who do not join these plans within thirty-one (31) days of employment or cessation of coverage elsewhere, are considered as late applicants. Late applicants must be accepted by the carrier and the Board for extended health and dental. Late applicants for dental coverage are subject to a one (1) year waiting period from the date of application.

24.2 The Board shall have the right to determine the carrier of such benefits. All refunds, reduction of premiums, dividends, etc., shall become and remain the sole property of the Board.

#### **24.3 Basic Group Life Insurance Plan**

The Board will contribute 100% of the costs of the premium for Basic Group Life Insurance. The value of the policy will be two (2) times the employee's annual salary to a maximum of \$100,000.00 with a minimum level to \$50,000.00 for full-time employees.

#### **24.4 Basic Group Accidental Death and Dismemberment**

The Board will contribute 100% of the costs of the premium for Basic Accidental Death and Dismemberment Insurance. The value of the policy will be two (2) times the employee's annual salary to a maximum of \$100,000.00 with a minimum level of \$50,000.00 for full-time employees.

#### **24.5 Optional Additional Group Life Insurance**

Optional Additional Group Life Insurance in units of \$10,000.00 to a maximum of

\$200,000.00 will be made available to full-time employees of the Bargaining Unit who are enrolled in the Basic Group Life Insurance Plan. Such coverage shall be at the employee's expense and at the group rate. Amounts and insurability will be at the sole discretion of the carrier.

#### **24.6 Dental and Extended Health Plan as Follows**

##### **(a) Dental Plan**

The Board will contribute 100% of the premium costs of Dental Insurance for full-time and eligible part-time employees as follows:

Preventative Services (includes examination, x-rays, fillings, extractions, oral surgery, polishing, scaling, fluoride treatments, periodontal treatment, endodontics, denture relines and repairs, space maintainers, pit and fissure sealants):

- no deductible
- no calendar year maximum
- effective September 1, 2010 the fee guide will be based on the current ODA Fee Guide
- recall frequency
  - nine (9) months - Adult
  - six (6) months - Child (under age 19).

##### **(b) Extended Health Plan**

The Board will contribute 100% of the premium costs of Extended Health Insurance for full time and eligible part time employees as follows:

Extended Health coverage will include:

- First \$1.00 of dispensing fee paid by employee(s)

Expenses include but are not limited to:

- Pay direct drugs covered including those legally requiring a written prescription and certain life sustaining medication. Generic Substitution applies unless physician indicated "no substitution",
- Smoking Cessation \$500.00 lifetime,
- Fertility Drug maximum \$2,500.00 lifetime,
- Drug Formulary #3
- Vision: September 1, 2010 - \$375.00 glasses/every twenty-four months  
\$75.00 eye exam/every twenty-four months
- Paramedical Practitioners (Podiatrist, Naturopath, Speech Therapist, Psychologist) limited to \$40.00 per visit and \$500.00 per twelve (12) month period; Massage Therapist/Physiotherapist/Chiropractor: \$1,000.00 combined per school year at \$50.00 per visit

- Semi-private Hospital Accommodation capped at \$230.00 per day,
- Private duty Nursing \$5,000.00 per twelve (12) month period,
- Hearing Aids \$500.00 per forty-eight (48) month period,
- Out of Country Emergency Medical - reasonable and customary expenses,
- Out of Country Referral Medical - \$10,000.00 lifetime maximum for services not available in Canada and with prior approval of the Insurance Company,
- Ambulance included.
- Orthotic coverage – maximum \$250.00 per year

All extended health benefits assume OHIP will be billed first.

#### **24.7 Optional Spousal Group Life Insurance**

Optional spousal group life insurance in units of \$10,000.00 to a maximum of \$150,000.00 will be available to full-time employees of the Bargaining Unit who are enrolled in the Basic Group Life Insurance Plan. Such coverage shall be at the employee's expense and at the group rate. Amounts and insurability will be at the sole discretion of the carrier.

#### **24.8 Long Term Disability Plan**

- (c) The employer will contribute 100% of the premium cost of a Long Term Disability Insurance Plan for full time employees. Insurability, availability and eligibility to receive this benefit will be determined by the carrier. The parties agree that the Board is not responsible in the event that the insurer determines an employee is ineligible for Long Term Disability.
- (d) The plan which includes the following:
  - insurability and availability of benefit subject to insurance carrier approval and not the responsibility of the Board,
  - Benefit Amount - 70%,
  - Maximum Benefit - \$2,000.00,
  - Elimination Period - two hundred and ten (210) calendar days,
  - Benefit termination - at the earlier of entitlement to a 60% unreduced pension, upon retirement, or upon attainment of age 65, whichever comes first,
  - Definition of Disability - twelve (12) months review by insurer,
  - COLA - 0%.

Plan to be effective upon ratification by the parties. Employees currently in receipt of LTD benefits will be grandfathered under the plan in existence when benefits were approved by the carrier.

- (e) Eligible employees who decline participation during the initial enrolment period will be required to provide proof of insurability should they wish to join the plan at a later date.

#### **24.9 Retention of Benefits**

- (f) All benefits shall be maintained in force in accordance with this Agreement until superseded by a new Agreement.
- (g)
  - (i) The parties agree that an employee who is absent from duty because of illness and whose sick credits have expired, or is receiving Long Term Disability, shall be entitled to retain coverage of benefits by prepaying the relevant premiums for the applicable period(s), subject to the insurance carrier approval.
  - (ii) The parties agree that an employee who is on leave of absence without pay for a period of up to two (2) years and not while otherwise employed, shall be entitled to retain coverage of benefits with the exception of Long Term Disability by prepaying the relevant premiums for the applicable period(s).
  - (iii) Employees on pregnancy/parental leave may carry Long Term Disability coverage for the duration of this statutory pregnancy/parental leave.
- (h) In the event of the death of an employee, the Dental and Extended Health Care coverage will be continued for the qualifying surviving members of the family to the end of the second month following the month in which the employee dies.
- (i) All benefits shall be maintained in force during any period of legal strike and lock-out provided the Union immediately assumes obligation for the payment of the total contributions for all benefits for the duration thereof, subject to the approval of the carrier.
- (j) Upon retirement, members of the Union may elect to participate in the Board's retiree Extended Health and Dental plans, at the group retirees' premium rate, continuous to age 65 years. The cost of such coverage is to be borne entirely by the employee.
- (k) In the event of the death of a retired employee, with coverage for extended health and dental, coverage may be continued by the spouse to age 65 at the retirees' group premium rate. The cost of such coverage is to be borne by the spouse.
- (l) It is understood that clauses 25.8(c), (e) and (f) apply only if the coverage is

available without affecting the Group Rate for active employees.

The Board agrees to provide an outline of all benefits provided for under this Article to each employee of the Bargaining Unit.

## **ARTICLE 25**

### **RETIREMENT**

- 25.1 An employee shall be required to give the Board a minimum of sixty (60) days written notice prior to the employee's effective date of resignation or retirement. Waiving of the sixty (60) day notice period shall not be unreasonably withheld in extenuating circumstances.
- 25.2 All benefits shall cease at the end of the month in which the employee turns age 65.

## **ARTICLE 26**

### **ONTARIO MUNICIPAL EMPLOYEE RETIREMENT SYSTEM (OMERS)**

- 26.1 (a) All full-time employees are required to become members of the OMERS as a condition of employment.
- (b) Part-time employees may become members of OMERS in accordance with OMERS regulations.
- 26.2 (a) For those employees who are members, the employer shall make contributions to OMERS in accordance with OMERS requirements and regulations.
- (b) Employees who are members of OMERS shall make contributions to OMERS in accordance with OMERS requirements and regulations, via payroll deduction.
- 26.3 (a) The employer shall report and make calculations regarding pensionable earnings and contributions in accordance with OMERS regulations.
- (b) For the purpose of calculating OMERS basic pension all perquisites allowable by OMERS will be included in salary.



## ARTICLE 27

### UNION LEAVES

#### General

Only employees who actively hold permanent full time or part time bargaining unit positions may access the leaves provided under this Article.

#### **27.1 Short Term**

- (a) Central Area - Sault and Central Algoma.  
Up to four (4) employees at one time, (but not more than two caretakers, two custodians, one maintenance employee), if appointed as delegates, shall be granted a leave of absence, without pay, to attend union conventions, conferences or union sponsored educational programs.

Northern Area - Chapleau, Wawa and Hornepayne

Up to two (2) employees at one time, (but not more than one employee per area), if appointed as delegates, shall be granted a leave of absence, without pay, to attend union conventions, conferences or union sponsored educational programs.

- (b) Each request shall be submitted on the appropriate leave form to the Supervisor of Carestaff at least one calendar week prior to the commencement of the leave.
- (c) The total shifts for each delegate will not exceed twenty (20) shifts in any one school year. Use of such leaves shall be rounded to the next higher half shift.

#### **27.2 Long Term**

- (d) Employees elected or appointed representatives of the Union shall be granted a leave of absence for a period of not less than ten (10) shifts but not greater than one (1) year. The employee will receive regular pay from the Board and the Union shall reimburse the Board for 100% of the costs incurred (including salary, employer paid benefits, statutory benefit costs and vacation credits accumulated during the absence).

The employee will not accumulate nor use sick leave for the duration of the leave, nor will the Union be invoiced for sick leave relevant to the period of the leave.

Employees on a long term leave shall have the option of prepaying non-employer

paid health benefits in order to retain coverage.

- (e) A written request at least thirty (30) calendar days in advance shall be sent to the Manager of Plant.
- (f) In the event the employee wishes to extend the leave he/she may apply in writing to the Supervisor of Carestaff at least two (2) calendar weeks prior to the expiration of the leave.
- (g) Employees returning from a union leave of one (1) year or less shall be placed in their previous position subject to the provisions of the Layoff Article.

### **27.3 Presidential**

- (h) The elected President of Local 16 or Vice President may be given a leave of absence, without pay, for the purposes of administering to the business of Local 16.
- (i) Requests for such leave will be directed to the Manager of Plant on the appropriate leave form.
- (j) The total shifts for either the President or Vice President will not exceed twenty-five (25) shifts each in any one school year. Use of such leaves shall be rounded to the next highest one-half (1/2) shift.

### **27.4 Release for Return to Work (RTW)/WSIB Representative**

Where an employee in the bargaining unit is elected or appointed as a CUPE RTW/WSIB Representative, such an employee may submit a request for an unpaid leave of absence (up to full-time) to the Manager of Plant. Such a leave will be granted and, where the Union requests that the Board administer the pay, benefits and sick leave arrangements for the employee related to the leave, the Board will continue the salary, benefits and sick leave arrangements in accordance with the appropriate collective agreement and will bill the Union accordingly.

## **ARTICLE 28**

### **COLLECTIVE BARGAINING LEAVE**

- 28.1 (a) The Board shall grant up to three (3) members of the Union Negotiation's Committee leave to attend collective bargaining sessions with the Board.

- (b) The Union shall advise the Board, in writing, of the names of the three (3) committee members prior to commencement of collective bargaining.
- (c) Requests for collective bargaining leave shall be directed to the Manager of Plant or designate on the appropriate leave forms.
- (d) The Board will be responsible for up to twelve (12) shifts paid leave for the Union to attend collective bargaining sessions with the Board.
- (e) The Board will invoice the Union for 100% of the salary costs for the collective bargaining leave beyond the twelve (12) shifts paid for by the Board.

## **ARTICLE 29**

### **EDUCATIONAL LEAVE**

- 29.1 The Board, through the Manager of Plant, may grant an educational leave of absence, without pay and without loss of seniority, up to a maximum of twelve (12) months. The employee must request such leave in writing at least three (3) weeks in advance of the date the leave is to commence. The employee shall not accumulate sick leave during the entire leave of absence nor will wage increases or vacation credits be applicable during this period.
- 29.2 The employee is not permitted to engage in any other type of employment during the leave unless such arrangements have been agreed to by the parties.
- 29.3 Failure to return to work on the appointed day following a leave of absence will mean that the employee is deemed to have resigned. If the failure to return to work is due to circumstances beyond the employee's control, the employee must document the circumstances to the satisfaction of the Manager of Plant in order to retain employment.
- 29.4 An employee may elect to continue benefit coverage for the period of the educational leave by monthly prepayment of the benefit premiums. An employee may not continue L.T.D. All continuation of benefits will be subject to the approval of the benefit carrier.

## **ARTICLE 30**

### **PREGNANCY AND PARENTAL LEAVE**

**(In addition to Central Letter of Understanding #2)**

30.1 Pregnancy leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment as a result of her pregnancy.

**30.2 Statutory Pregnancy/Parental Leave**

- (a) An employee is entitled to a period of up to seventeen (17) weeks without pay for pregnancy leave in accordance with statutory provisions.

In addition an employee is entitled to a period of up to thirty-five (35) weeks without pay for parental leave to care for the newborn or for a newly adopted child, in accordance with statutory provisions.

During the period of the statutory pregnancy/parental leave, the employee shall continue to accrue seniority and the employer shall continue to pay the employer's share of contributions to pension, life insurance, extended health and dental plans, provided the employee continues to make the required contributions and advises the Board in writing that the employee wishes to continue participation in the plans.

- (b) When an employee returns to work following the statutory pregnancy/ parental leave, the employee shall return to their former position unless displaced under the Layoff provisions of this Collective Agreement. If the employee's former position no longer exists, the provisions of the Layoff Article shall also apply.
- (c) When an employee decides to return to work after the statutory pregnancy/ parental leave, the employee shall provide the employer with at least two (2) weeks written notice. If an employee wishes to change the date of return to an earlier or later date, the employee shall provide the employer with at least four (4) weeks written notice.

**30.3 Extended Pregnancy/Parental Leave**

- (d) At the written request of the employee, the Board may grant an additional period of leave of up to seventeen (17) weeks of extended unpaid pregnancy/parental leave provided the extended leave immediately follows the statutory leave. The total pregnancy/parental leave, inclusive of the statutory period, shall not exceed twelve (12) months. During this period full seniority shall accumulate.
- (e) An employee granted an extended pregnancy/parental leave may maintain, subject to insurance carrier approval, insured benefit coverage (excluding LTD) by paying 100% of the required premiums, provided the employee had previously elected to continue the benefits during the statutory pregnancy/parental leave.

- (f) When an employee returns from extended pregnancy/parental leave, the employee shall return to her former position unless displaced under the Layoff provisions of this Collective Agreement. If the former position no longer exists, the provisions of the Layoff Article shall also apply.

### **30.4 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 31**

### **SHORT TERM LEAVES OF ABSENCE/COMPASSIONATE**

#### **31.1 Compassionate Leaves**

Employee requests for compassionate leave will be made, in advance, on the Board's leave of absence form through the immediate supervisor to the Superintendent of Human

Resources or designated representative. In emergencies a telephone call, confirmed later in writing, is acceptable.

Compassionate Leaves under Article 31 will be applied between September 1 and August 31 of each year.

### **31.2 Bereavement Leave – Type 1**

- (a) Compassionate leave shall be granted without loss of pay or sick leave credits for the following:
- (b) For the funeral of an employee's father, mother, brother, sister, spouse (including same sex or common law partner), child, guardian, father-in-law, mother-in-law, grandparents of employee or spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, step-parents and step-children
- (c) Compassionate leave for those situations covered under Type 1 will be provided as follows:
  - (i) Within a distance of one hundred and fifty (150) kilometers of the employee's regular work site - to a maximum of three (3) shifts.
  - (ii) For greater distances - to a maximum of five (5) shifts.

### **31.3 Compassionate Leave – Type 2**

- (a) A severe illness of the employee's father, mother, brother, sister, child, spouse (including same sex or common law partner), guardian, step children will be considered one involving major surgery as certified by a doctor, or one in which immediate concern is expressed by a doctor for the life of the specific patient, and the employee shall submit to the Board a doctor's certificate verifying the severity of the illness.
- (b) Compassionate leave for those situations covered under Type 2 will be provided as follows:
  - (i) To a maximum of five (5) shifts.
  - (ii) Should the employee require leave beyond five (5) shifts, the employee may apply for a General Leave under the appropriate article, subject to Board approval.

### **31.4 Compassionate Leave – Type 3**

Compassionate leave with pay may be granted for an emergency in the immediate family

or a personal situation encountered by the employee where the absence from duty of the employee and presence elsewhere, is vital to the welfare of the person(s) concerned.

It is to be established that every reasonable effort has been made to take care of the situation by other means. It is expected that such leave will not exceed one (1) shift.

## **ARTICLE 32**

### **JURY/COURT DUTY**

32.1 Employee requests for Jury or Court Duty as described below, will be made in advance through the immediate supervisor to the Superintendent of Human Resources or designated representative on the Board's leave of absence form.

The Board shall pay an employee who suffers a loss of regular earnings, as a result of serving as a juror, the difference between the employee's normal gross earnings and the payment the employee receives for such service. The employee must present proof of service and the amount of pay received.

The Board shall pay an employee who suffers a loss of regular earnings, as a result of being subpoenaed to court, provided the employee is not party to the action, the difference between the employee's normal gross earnings and the payment the employee receives for such service. The employee must provide documentation in support of such absence which is satisfactory to the Board.

## **ARTICLE 33**

### **GENERAL LEAVE**

**(In addition to Central Item C12.00 Statutory Leaves of Absence/SEB)**

#### **33.1 Leaves of Absence Without Pay**

All requests for a general leave must be made in writing to an employee's immediate supervisor on the appropriate leave form.

33.2 The Board, subject to operational needs, may grant a general leave of absence without pay and without loss of seniority up to a maximum of twelve (12) months to an employee requesting such a leave for good and sufficient cause acceptable to the Board.

(a) The employee shall not accumulate sick leave during the entire leave of absence

nor will wage increases or vacation credits be applicable during this period.

- (b) The employee is not permitted to engage in any other type of employment during the leave unless approved by the Board.
- (c) Failure to return to work on the appointed day following a general leave of absence will mean loss of employment unless failure to return to work is due to circumstances beyond the employee's control. In such a case the onus shall be on the employee to provide reasons and documentation which are acceptable to the Board.
- (d) Any employee returning from a general leave of absence of less than twelve (12) months shall be returned to their position within his/her former job title and geographic area if it still exists. In the event that the employee's position no longer exists, the employee shall exercise his/her seniority in accordance with the Layoff Article.

Any employee returning from a general leave of absence of twelve (12) months or more shall be returned to a position within his or her former job title and geographic area if one exists. In the event that all positions in the employee's former job title and geographic area no longer exist the employee shall exercise his/her seniority in accordance with the Layoff Article.

## **ARTICLE 34**

### **WORKERS SAFETY AND INSURANCE BOARD (WSIB)**

**(In addition to Central Item C6.00 (f) Sick Leave)**

- 34.1 (a) Where an employee is absent by reason of an occupational disease or an occupational injury as a result of the employee's employment, and where a claim is made to the Workers Safety and Insurance Board (WSIB), the employee shall continue to receive regular pay until the claim is approved by WSIB and such time shall be deducted from the employee's sick leave credit bank. The amount of regular pay shall be limited to the employee's accumulated sick leave credits.
- (b) Upon confirmation of approval by the WSIB regular pay shall cease and WSIB benefits shall commence. Once the claim is approved by WSIB the Board shall perform the necessary paperwork to generate credits back to the employee's sick leave credit bank. Since the WSIB credit does not equate to the regular pay received by the employee during the waiting period, sick leave will be refunded to the employees' sick leave credit bank on a prorated basis.



In the event that the employee is paid by WSIB for the waiting period for which the employee received regular pay from their sick leave bank, the employee shall reimburse the Board forthwith.

- (c) The Board will continue to cover the employee for benefits in accordance with WSIB legislation.

**(This article is amended by Article 44 – WSIB Top-Up)**

## **ARTICLE 35**

### **GENERAL**

- 35.1 It is agreed by both parties that wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used where applicable.
- 35.2 The Board shall supply the Union the names and addresses and phone numbers, if listed, of all newly hired employees covered by this Agreement.
- 35.3 Proper accommodation, subject to the physical limits of the building, shall be provided for employees to have their meals and keep their clothes and valuables at the job site.
- 35.4 The Collective Agreement shall be prepared for signature by the Board with five (5) signed copies supplied to the Union. One copy will be supplied for each employee with twenty (20) additional copies provided to the Union. Costs of producing the Collective Agreement shall be shared by the parties on an equal basis.
- 35.5 When communicating in written form the Board and Union shall submit correspondence to the appropriate official(s) concerned.
- 35.6 The Board will make every effort to schedule meetings with employees during the employee's working hours.

## **ARTICLE 36**

### **RESIGNATION**

- 36.1 An employee shall be required to give the Board a minimum of thirty (30) days written

notice of their intent to resign.

## **ARTICLE 37**

### **FIRST AID KITS**

37.1 The board will maintain a first aid kit in every school in accordance with the Workers Safety and Insurance Board Act and Regulations. The Board will comply with the WSIB Act and Regulations with respect to the provision of first aid rooms.

## **ARTICLE 38**

### **NO STRIKE OR LOCKOUT**

38.1 There shall be no strike or lockout during the term of this Agreement. The term “strike” and “lockout” shall be as defined by the Ontario Labour Relations Act.

## **ARTICLE 39**

### **VALIDITY OF AGREEMENT**

39.1 In the event of any provisions of this Agreement being contrary to the provisions of an applicable law hereinafter enacted, this Agreement shall not be, or deemed to be abrogated but shall be amended so as to conform with the requirements of any such law.

## **ARTICLE 40**

### **METHOD OF PAYMENT**

#### **40.1 Method of Pay: (Payday)**

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

- 40.2** The Board shall provide direct deposit of salary for all employees covered by this Collective Agreement to a Bank, Trust Company or Credit Union within the jurisdictional area of the Board according to the employee's choice. The onus shall be on the employee to provide the Board with the necessary banking information in order that they may be paid.
- 40.3** In the event of an overpayment, the parties agree that the amount of overpayment shall be repaid to the Board forthwith, unless some other mutually acceptable schedule of repayment is arranged with the Board, by the employee.
- 40.4** In the event an employee is underpaid as a result of a Board error, the employee shall be paid as soon as possible by an advance deposit in the employee's account.
- 40.5** Employees will have electronic access to their pay cheque stubs. Pay cheque stubs shall indicate earnings and gross pay for the period. Overtime, vacation pay, shift differential and meal allowance shall also be indicated if applicable.

## **ARTICLE 41**

### **RATE OF PAY/JOB TITLES**

**(In addition to Central Letter of Understanding #1)**

41.1 An employee's regular rate of pay shall be defined as the rate of pay for the job title to which an employee is appointed and presently working according to Article 42 of this Agreement.

#### **41.2 Shift Premium**

	AUG.31/19	SEPT. 1/19	SEPT.1/20	SEPT.1/21
a) Afternoon Shift	\$0.25	\$0.25	\$0.26	\$0.26
b) Night Shift	\$0.62	\$0.63	\$0.63	\$0.64
c) Sunday Shift	\$0.62	\$0.63	\$0.63	\$0.64
d) Split Shift – 3 hours or more	\$0.25	\$0.25	\$0.26	\$0.26

All shift premiums will be paid in addition to normal hourly rates and overtime, but are not subject to overtime calculations.

## ARTICLE 42

### SALARY & CLASSIFICATIONS

#### 42.1 Job Titles, Status, Hourly Wage Rates

	AUG.31/19	SEPT. 1/19	SEPT.1/20	SEPT.1/21
Cafeteria Assistant	\$22.17	\$22.39	\$22.61	\$22.84
Custodian 10	\$22.17	\$22.39	\$22.61	\$22.84
Custodian 12 Shops	\$22.17	\$22.39	\$22.61	\$22.84
Casual Custodian 10	\$22.17	\$22.39	\$22.61	\$22.84
Project Custodian	\$22.34	\$22.56	\$22.79	\$23.02
Custodian 12	\$22.34	\$22.56	\$22.79	\$23.02
Restaurant Services Assistant	\$22.34	\$22.56	\$22.79	\$23.02
Custodian 1b	\$22.34	\$22.56	\$22.79	\$23.02
Plant courier	\$22.34	\$22.56	\$22.79	\$23.02
Custodian 12 Progressive	\$22.34	\$22.56	\$22.79	\$23.02
Casual Custodian 12	\$22.34	\$22.56	\$22.79	\$23.02
Maintenance Helper	\$23.13	\$23.36	\$23.45	\$23.83
Assistant Caretaker	\$24.59	\$24.84	\$25.09	\$25.34
Cafeteria Lead	\$24.59	\$24.84	\$25.09	\$25.34
Project Custodian Lead	\$24.59	\$24.84	\$25.09	\$25.34
Maintenance /Caretaker	\$25.07	\$25.32	\$25.57	\$25.83
Elementary Caretaker	\$25.19	\$25.44	\$25.69	\$25.95
Locksmith	\$25.19	\$25.44	\$25.69	\$25.95
Secondary Caretaker	\$26.25	\$26.51	\$26.78	\$27.05
Trades	\$26.25	\$26.51	\$26.78	\$27.05
Maintenance Lead	\$28.48	\$28.76	\$29.05	\$29.34
Casual Rate for Special Projects	\$21.45	\$21.66	\$21.88	\$22.10
Student Rate	\$14.00	\$14.14	\$14.28	\$14.42

August 31, 2019	0.5%
September 1, 2019	1%
September 1, 2020	1%
September 1, 2021	1%

## **ARTICLE 43**

### **INCLEMENT WEATHER**

43.1 In the event of severe weather conditions which result in the cancellation of buses, members in a permanent or long-term casual position will be expected to make a reasonable effort to report to work.

43.2 If a member in a permanent or long-term casual position in the affected areas of cancellation is unable to report to work because of weather conditions, the member will notify the Plant Department Supervisor as soon as possible. It is expected that the member will continue to make reasonable efforts throughout the day to report to the worksite or to an alternative worksite.

43.3 There will be no loss of pay or sick leave provided the member has complied with the requirements of the foregoing.

## **ARTICLE 44**

### **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.

## **ARTICLE 45**

### **RETIREMENT GRATUITIES**

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

## **ARTICLE 46**

### **SICK LEAVE TO BRIDGE LONG TERM DISABILITY WAITING PERIOD**

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.

## **ARTICLE 47**

### **DURATION AND RENEWAL OF CONTRACT**

This agreement shall remain in force from September 1, 2019 up to and including August 31, 2022, and shall continue from year to year thereafter, unless either party serves notice to renegotiate the terms of this Agreement as is hereinafter provided.

Either party to this Collective Agreement may, within the period of ninety (90) days, but not less than thirty (30) days before the a Agreement ceases to operate give notice in writing to the other party of its desire to bargain with a view to renewal, with or without modification, of the Agreement then in operation or to the making of a new Agreement.

## LETTER OF UNDERSTANDING “A”

### RE: 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.”

The following Collective Agreement clauses dealing with Sick Leave Retirement Gratuity/ Retirement Gratuity from the predecessor collective agreements of the geographic areas of Sault Ste. Marie and Central Algoma:

Sault Ste. Marie:      ARTICLE 20.7.1 to 20.7.7      -      Sick Leave Retirement Gratuity

Central Algoma:      ARTICLE 19      -      Retirement Gratuity

are grandparented and attached hereto for those employees who are also listed and attached hereto.

Employees not on the aforementioned list, future employees or employees who move into the geographic areas described above for any reason (e.g. displacement, posting, promotion, etc.) shall not be eligible for a gratuity.

The aforementioned clauses, along with lists of eligible employees by geographic area, will be attached as an addendum to this Collective Agreement.

**CUPE 16 PLANT**

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**GRANDFATHERED RETIREMENT GRATUITY**

**Updated December 14, 2015**

Fleming, Daniel  
Galipeau, Michael  
Tucker, Marlene  
Wallenius, Harriet

**Central Algoma**

Brockelbank, Heather  
Burgess, Jeff  
Nicholson, Paul



## LETTER OF UNDERSTANDING "B" - LETTER 1

### RE: ON ISSUES RELATIVE TO RATES OF PAY

The parties agree that the hours of work for those named employees in the geographic areas listed below will hereby be grandparented according to the following terms and conditions:

Chapleau:

Lucie Ayotte

The above named employees, who are currently assigned to work eight (8) hours per day, shall be grandparented at eight (8) hours per day/forty (40) hours per week until such time as the employee retires, resigns, is laid off or displaced, posts out or until such time as the next collective agreement is negotiated subject to the Ontario Labour Relations Act whichever comes first.

For clarity, the parties hereby agree that these employees continue to be subject to the provisions of the Layoff Article on a seniority basis. Consequently, these employees may have their hours reduced, may be displaced, and/or may be required to take a position of lesser hours as a result of the provisions of the Layoff Article.

Once an employee leaves an eight (8) hour position for any reason, the job will then be deemed to be a seven (7) hour (F.T.E. = 1.0) position.

Employees entering any of the above noted areas or position, either as a result of the Layoff provisions or as a new hire, will be scheduled on a seven (7) hour basis (1.0 F.T.E.).

For the above named employees, eight (8) hours per day will be equivalent to 1.0 F.T.E. with respect to the provisions of the following articles: Sick Leave, Vacations, Overtime, OMERS.

Shift schedules for eight (8) hour people will be adjusted accordingly by plant supervision.

## LETTER OF UNDERSTANDING “C” – LETTER 2

### RE: ON ISSUES RELATIVE TO RATES OF PAY

The parties agree that those employees whose title will change to Custodian 10 (formerly Custodian III) and who are located in the geographic areas of Michipicoten, Chapleau, Hornepayne and Central Algoma will not have their status changed to the ten (10) months which is set out in the salary matrix.

Chapleau: Lucie Ayotte

Michipicoten: Gertrude Bertin

The Board will grandparent the above named employees until such time as a new collective agreement is negotiated, subject to the Ontario Labour Relations Act, or to the retirement or resignation of the employee, and subject to the provisions of the Layoff Article, whichever comes first.

In the event that one of these employees is laid off, displaced or leaves the position for any reason, the position will be deemed to be ten (10) months

## **LETTER OF UNDERSTANDING – “D”**

### **RE: VACATION BONUS**

The parties agree that clause 23.12.1 from the former Sault Ste. Marie Collective Agreement shall be grandparented for those members located in the geographical area of Sault Ste. Marie on November 19th, 1999, and who were eligible for the bonus in accordance with the terms of clause 23.12.1 which is recreated here as follows:

“A pay bonus, in the amount of 3% of vacation pay shall be paid to all full time employees who have completed a minimum of one (1) year service with the Board.”

## **LETTER OF UNDERSTANDING – “E”**

### **RE: SKILLS (NO CERTIFICATE OF QUALIFICATION)**

The parties hereby agree that if the Board determines an employee to have the skills (but not a certified ticket) necessary to replace the carpenter or the plumber such an employee will be paid at the rate of a Locksmith (formerly Maintenance I).

The replacement procedure will not apply to any electrical work (electrician) or any plumbing work that is governed by specific “code” required by law. This type of work must be completed by a certified/ticketed replacement (if applicable).

Where one or more employees have the necessary skill, the most senior “skilled” employee shall be offered the assignment.

## LETTER OF UNDERSTANDING – “F”

### RE: FOUR DAY SUMMER WORK WEEK

The parties agree to implement without prejudice or precedent, a four (4) day work week program in each of the summers of 2003 and 2004. The four (4) day work week program will be called the “Summer Work Program”. The Summer Work Program will commence on the next work day following Canada Day and terminate on the second last Friday in August in each summer. The Summer Work Program will be governed by the following terms and conditions, and these shall override any conflicts/contradictions with the collective agreement for the duration of each Summer Work Program.

The terms and conditions are as follows:

1. Vacation days will be booked in blocks of one week equaling five (5) days to be deducted from the employees vacation entitlement. Requests for single vacation days may be granted at the discretion of Plant Manager but only for extenuating circumstances.

2. Hours of Work:

Regular Week: 35 hours/4 days will be scheduled within three (3) nine (9) hour shifts and one (1) eight (8) hour shift; or

Regular Week: 40 hours/4 days will be scheduled with four (4) ten (10) hour shifts; or

3. a) The Elementary Schedule for seven (7) hours per day positions will be:

Monday to Wednesday: 6:00 a.m. to 3:30 p.m. (9 hour shift plus the ½ hour unpaid lunch)

Thursdays: 6:00 a.m. to 2:30 p.m. (8) hour shift plus the one half (½) hour unpaid lunch. The eight (8) hour per day positions will be scheduled on the same basis but to reflect the 40 hour/week criteria in #2.

- b) The Secondary schedule will be:

Caretaker	Monday to Thursday
Asst. Caretaker	Tuesday to Friday
Custodians	Monday to Thursday

Specific hours of work for each position will be governed by the criteria in item #2.

Maintenance will be scheduled by the Board from Monday to Friday inclusive. Some maintenance employees will work Monday to Thursday and others will work Tuesday to Friday to ensure that the full five (5) day period is covered each week with a 7:00 a.m. daily start.

Where necessary, the Board may change the schedule of an employee due to the delivery of Educational Programs, operational demands and/or extenuating circumstances but still maintain the four (4) day work week.

4. Sick Leave is accumulated and taken in hours. Therefore if an employee is sick during the period of a Summer Work Program, sick time (if applicable) shall be deducted as per normal practice - hour for hour.
5. Overtime, if applicable, will be for hours worked in excess of thirty five (35) hours per week, or daily for hours worked after the appropriate daily hours according to item #2.
6. In areas, where a forty (40) hour work week exists the overtime will be paid for those hours in excess of forty (40) hours per week or for those hours worked after the appropriate daily hours according to item #2 (above).
7. Current levels of productivity must be maintained at a minimum, and the Board will monitor productivity levels in each school program as per past practice.
8. The Unpaid Lunch Period will be one half hour ( $\frac{1}{2}$ ) taken between 11:00 a.m. and 1:00 p.m.
9. Paid Leave Days are based on a 7 or 8 hour day (whichever is applicable), therefore the additional hours will be worked by the employee as scheduled by Plant Management. This time will be worked before the end of that summer's Work Program.
10. Statutory Holidays will also be paid based on the employee's regularly scheduled shift.
11. Casuals will be utilized to replace according to the hourly schedule currently in operation for the department to which they are being assigned.

## LETTER OF UNDERSTANDING – “G”

### RE: PRINCIPLES FOR THE NEW CLEANING METHOD (In addition to Central Letter of Understanding #1)

#### I. General

The model will be based on the following core principles:

Core Principles:

1. A consistent standard schedule of cleaning to provide every operational classroom with some cleaning attention every school day.
2. The standard of cleaning described in #1, will result in a higher standard than the “Alternate Day” cleaning model.
3. Time for “minor maintenance functions” (such as but not limited to, light fixture repairs, door hinge repairs, washroom stall repairs, tightening and cleaning of machines, fixtures, brackets, etc.) will be incorporated.
4. The purchase and use of automated cleaning equipment to increase cleaning efficiencies and improve cleaning effectiveness while reducing the risk of injury which would lead to a reduced number of WSIB claims.

Extenuating circumstances may require minor deviation from this model to achieve effectiveness and/or meet operational needs.

#### II. Application of Principles

1. There shall be an annual review of the allocation of hours, if applicable.
2. During the annual review, factors which will be considered in triggering an adjustment of allocation of hours (up or down) include:

##### A. Internal

- an increase of three (3) or more classrooms from the foundation allocation or most recent adjustment of the allocation of hours; or
- a decrease of three (3) or more classrooms from the foundation allocation or most

recent adjustment of the allocation of hours.

#### B. External

- an increase of two (2) or more portables from the foundation allocation or most recent adjustment of the allocation of hours; or
- a decrease of two (2) or more portables from the foundation allocation or most recent adjustment of the allocation of hours.

#### C. Combinations

- an increase of one (1) portable and two (2) classrooms or more from the foundation allocation or most recent adjustment of the allocation of hours; or
- a decrease of one (1) portable and two (2) classrooms or more from the foundation allocation or most recent adjustment of the allocation of hours.

In each review conducted the number of decreases or increases shall be compared against the foundation allocation or the most recent adjustment of the allocation of hours with the understanding that a trigger may not be reached for a number of years but that when it is reached an adjustment will occur.

Should areas be closed\*, which are less than the aforementioned adjustment triggers, resulting in employees having more time to clean less space, the parties recognize that there will be a higher level of cleaning and maintenance productivity.

\* Closed will mean where cleaning is not required.

In the event of a decrease in the allocation of hours as described above, the relevant provisions of the collective agreement shall be adhered to.



## LETTER OF UNDERSTANDING – “H”

### RE: ARTICLE 2 CLARIFICATION

The parties agree that with respect to the use of casual students and the pay rate for them, the following shall apply:

- i. The Board is able to continue to contract out work within the scope of the collective agreement provided such work is similar to scenarios in existence between January 1st, 1998 and November 20th, 1999.
- ii. If the Board employs casual students who regularly work more than eight (8) hours per week, they will be paid \$9.50 per hour and union dues will be deducted from such casual students.
- iii. If the Board employs casual students who regularly work less than 8 hours per week, they will be paid at a rate determined by the Algoma District School Board. Use of casual students shall not lessen the hours of work of a regular bargaining unit employee in the areas of Hornepayne, Chapleau and Michipicoten.

## **LETTER OF UNDERSTANDING – “I”**

### **RE: NEW CLEANING MODEL DESIGN COMMITTEE**

The parties agree that a Committee comprised of equal numbers of management and union personnel will be formed with the intent of designing and recommending a new cleaning model which will include new standards of cleaning, agreeable to the parties.

Union members who serve on the Committee shall be granted leave with pay to participate in Committee meetings.

The parties agree that as part of the new cleaning model, the Committee will investigate hours of work as they relate to cost effectiveness, productivity and impact on employees.

The parties agree that once the model is designed and agreed to by the Committee, the Committee will present the model and a Pilot Project Plan to the Union Executive and to Senior Board Management and will request approval to proceed to a pilot project stage in various Board worksites.

With the approval of the Union Executive and Senior Board Management, the Committee will operate, monitor and evaluate the viability of the model in the pilot test sites.

Upon completion of the pilot project stage, the Committee will report, in writing, their findings, along with a recommendation with respect to the implementation of the model. The Committee will then be dissolved.

Any recommendation for implementation of the model will be subject to ratification by both the Board and the Union.

In the event that the Committee reaches an impasse at any time throughout the process the Committee will be dissolved.

## LETTER OF UNDERSTANDING – “J”

### RE: TRADESPERSON ALLOWANCE (In addition to Central Letter of Understanding #1)

Licensed Tradesperson:     Plumber  
   Electrician  
   HVAC  
   Boiler Mechanic  
   Carpenter

Aug.31/19	.62/hour
Sept.1/19	.63/hour
Sept.1/20	.63/hour
Feb.1/21	.64/hour

## LETTER OF UNDERSTANDING – “K”

### RE: DISCIPLINE AND DISCHARGE

- a) Disciplinary meetings will normally be held during working hours. The employee shall suffer no loss of pay as a result of attendance at a disciplinary meeting held during the employee’s working hours.
  - i)The board shall have the right to discipline, demote or discharge an employee for just cause. The parties agree that a lesser standard of just cause shall apply to probationary employees
  - ii)Such employee shall have the right to be accompanied and advised by a Union representative at such meeting.
- b) Employees shall be notified in writing of any discipline, demotion or discharge. The Bargaining Unit President shall receive a copy.
- c) The Board agrees to notify the Bargaining Unit President in advance of the discharge of any employee.
- d) When a report pertaining to an employee’s conduct or competence is to be placed in that employee’s personnel file, the employee shall receive a copy

## LETTER OF UNDERSTANDING – “L”

### RE: REVISED HOURS OF WORK FOR NON INSTRUCTION SCHOOL DAYS (In addition to Central Letter of Understanding #1)

The ADSB Plant Department hours of work for all facilities for Non Instruction School Days eg. Professional Development days and Exam days.

Normal hours of work for Instructional School Days are set out in Article 18 of the Collective Agreement.

#### PROCEDURE

##### Elementary Panel

Professional Development days

Elementary Caretaker

Custodian 1B                      6:30 a.m. – 2:00 p.m. (8 hour employee shift ends at 3:00 p.m.)  
12:00 p.m. – 12:30 p.m. (1/2 hour lunch break)

Custodian 12                      9:30 a.m. – 5:00 p.m.  
12:00 p.m. – 12:30 p.m. (1/2 hour break)

Custodian 10 (if applicable)    Floating start time dependant on assigned hours – 5:00 p.m.

##### Secondary Panel

Professional Development days and Exams

Secondary Caretaker              6:30 a.m. – 2:00 p.m. (8 hour employee shift ends at 3:00 p.m.)  
11:00 a.m. – 11:30 a.m. (1/2 hour lunch break)

Assistant Caretaker              12:00 p.m. – 7:30 p.m. (8 hour employee shift ends at 8:30 p.m.)  
5:00 p.m. – 5:30 p.m. (1/2 hour break)

Custodian 12                      12:00 p.m. – 7:30 p.m. (8 hour employee shift ends at 8:30 p.m.)  
5:00 p.m. – 5:30 p.m. (1/2 hour break)

Custodian 10                      12:00 p.m. – 7:30 p.m. (8 hour employee shift ends at 8:30 p.m.)  
5:00 p.m. – 5:30 p.m. (1/2 hour break)

Cafeteria Staff                    7:00 a.m. – Floating time depending upon assigned hours

**Note:** Hours of Work for **Non Instruction Days** are subject to **Site specific** requirements. **Hours noted above are subject to change for training requirements.**

## LETTER OF UNDERSTANDING – “M”

### RE: OVERTIME SCHEDULING CHANGE OF PRACTICE OCTOBER 2008

As per Article 18 of the Collective Agreement:

18.1 a) An employee will not be permitted to work overtime except with the prior approval of the immediate supervisor.

18.1 c) the parties agree that overtime shall be kept to a minimum but will cooperate in meeting operational needs where overtime is required.

Casuals will be called first on a seniority rotation basis if available and, if they have not worked a 35 hour work week.

Overtime required in a school shall be offered by seniority on rotation basis, first to the full-time or part-time employees assigned to the building. In the event that full-time or part-time employees of this building decline to work overtime, then it shall be offered to other full-time or part-time employees from the elementary schools according to the seniority in rotation. In the event that full-time or part-time employees decline the overtime, then it will be offered to casuals.

CAFETERIA SECONDARY WEEKEND WORK (ie. Cafeteria training, Smart Serve Certification).

- See below for details

PROJECT CUSTODIANS, MAINTENANCE HELPERS, TRADE POSITIONS (ie. Chainsaw certification, and maintenance related training and tradesmen)

- For these specific jobs (noted above)
- Any overtime required will remain status quo
- The people will cover their own areas(s)/job(s) as per past practice

It must be noted that the change for the practice of calling out is based on the fact that

- There are not enough employees most of the time to cover weekend work
- The Board feels that they have an obligation to offer the overtime to other employees within their system
- Cost to the Board by having one person always covering is extreme
- Ongoing concerns raised by the Union

CUPE CUSTODIAL STAFF

Carestaff interested in working overtime, must submit their intent in writing to the Supervisor of Carestaff upon receipt of this memo.

NOTE: Carestaff Supervision will remove an employee from the Overtime List if he/she refuses work three (3) times in the current school year.

**CUPE CAFETERIA STAFF**

Cafeteria staff interested in working overtime in the cafeterias must submit their intent in writing to the Supervisor of Carestaff upon receipt of this memo.

NOTE: Carestaff Supervision will remove an employee from the Overtime List if he/she refuses work three (3) times in the current school year.

It must also be noted that cafeteria staff will not be put on the weekend Custodial Call Out List.

## **LETTER OF UNDERSTANDING – “N”**

### **RE: JOINT BENEFITS COMMITTEE AND PDT ENHANCEMENT**

The Algoma District School Board (ADSB) and CUPE Local 16 will establish a Joint Benefits Committee (of not less than three (3) members for each party to this agreement) to address issues concerning the administration and design of the CUPE Local 16 Benefits Plan.

The CUPE Local 16 Plant Department share of the Benefit Enhancement monies are calculated as set out in the Funding for Group Benefits and Other Working Conditions. (the work sheet will be provided to the Union no later than December 31, 2009.)

The CUPE Local 16 share of the Board’s allocation of \$187,356 under the enhancement shall be based on approximately 160 FTE CUPE Local 16 employees and shall be subsequently adjusted based on the final 2008-2009 Financial Statement.

In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining Unit, shall be excluded.



## LETTER OF UNDERSTANDING – “O”

### RE: SUPERVISION

The Parties agree that the general supervision of students shall not be assigned to any classification or position within the bargaining unit.

## LETTER OF UNDERSTANDING – “P”

### RE: DEFINITION OF OMERS CONTRIBUTORY EARNINGS

The following definition of contributory earnings under the OMERS Pension Plan is provided for informational purposes only and is non-grievable. Contributory earnings must include all regular earnings, as follows:

- Base wages or salary
- Regular vacation pay if there is corresponding service
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service
- Retroactive pay (Including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions)
- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy)
- Ongoing special allowances (for example, flight allowance, canine allowance)
- Pay for time off in lieu of overtime
- Danger pay
- Acting pay (pay at a higher salary rate for acting in place of an absent person)
- Shift premium (pay for shift work)
- Ongoing long service pay (extra pay for completing a specified number of years of service)
- Sick pay deemed to be regular wages or salary
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes unpurchaseable service
- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member’s normal job
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement)
- Ongoing taxable payments to pay for costs (for example, educational or car allowance)
- Taxable premiums for life insurance
- Taxable value of provided vehicle or care allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement

represents payment for gasoline, maintenance, insurance wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings)

- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended

## **LETTER OF UNDERSTANDING – “Q”**

### **RE: RETURN TO WORK/MODIFIED WORK**

In order to assist an employee in an early and safe return to meaningful work, the Board agrees to consult the Union Return to Work representative regarding the employee who has been absent due to WSIB Lost Time, short-term sick leave, long-term disability and a bona fide medical request for workplace accommodations.

## **LETTER OF UNDERSTANDING – “R”**

### **RE: FOUR (4) DAYS WORK WEEK – PROJECT CUSTODIANS AND PROJECT CUSTODIANS LEAD**

Project Custodians and Project Custodians Lead may be assigned to a four (4) day work week, weather permitting, between April 1<sup>st</sup> and October 31<sup>st</sup> of a calendar year under the terms and conditions of the Letter of Understanding. It is understood that in extenuating circumstances the period may have to be altered depending on operational needs.