

# **COLLECTIVE AGREEMENT**

**BETWEEN**



**The Keewatin-Patricia District School Board  
(hereinafter called the “Employer”)  
of the first part**

**- and -**



**Canadian Union Of Public Employees And Its Local 1939  
(hereinafter called the “Union”)  
of the second part**

**Term of agreement:  
September 1, 2022– August 31, 2026**

# Table of Contents

## CUPE – PART A: CENTRAL TERMS

<b>C1.00</b>	<b>STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT .....</b>	<b>5</b>
C1.1	Separate Central and Local Terms.....	5
C1.2	Implementation.....	5
C1.3	Parties.....	5
C1.4	Single Collective Agreement .....	5
<b>C2.00</b>	<b>DEFINITIONS.....</b>	<b>5</b>
<b>C3.00</b>	<b>LENGTH OF TERM/NOTICE TO BARGAIN.....</b>	<b>6</b>
C3.1	Term of Agreement.....	6
C3.2	Term of Letters of Agreement/Understanding.....	6
C3.3	Amendment of Terms .....	6
C3.4	Notice to Bargain.....	6
<b>C4.00</b>	<b>CENTRAL DISPUTE RESOLUTION PROCESS .....</b>	<b>7</b>
C4.1	Statement of Purpose .....	7
C4.2	Parties to the Process.....	7
C4.3	Meetings of the Committee .....	8
C4.4	Selection of Representatives.....	8
C4.5	Mandate of the Committee.....	8
C4.6	Role of the Central Parties and Crown.....	9
C4.7	Referral of Disputes.....	9
C4.8	Carriage Rights.....	9
C4.9	Responsibility to Communicate.....	9
C4.10	Language of Proceedings.....	10
C4.11	Definition of Dispute .....	10
C4.12	Notice of Disputes .....	10
C4.13	Referral to the Committee .....	11
C4.14	Timelines .....	11
C4.15	Voluntary Mediation /Expedited Meditation.....	12
C4.16	Arbitration .....	13
<b>C5.00</b>	<b>BENEFITS.....</b>	<b>14</b>
C5.1	Eligibility and Coverage .....	14
C5.2	Funding.....	15
C5.3	Cost Sharing.....	15
C5.4	Full-Time Equivalent (FTE) and Employer Contributions .....	15
C5.5	Payment in Lieu of Benefits.....	16
C5.6	Benefits Committee.....	16
C5.7	Privacy .....	16
<b>C6.00</b>	<b>SICK LEAVE .....</b>	<b>16</b>
C6.1	Sick Leave/Short Term Leave and Disability Plan.....	16
<b>C7.00</b>	<b>CENTRAL LABOUR RELATIONS COMMITTEE .....</b>	<b>23</b>
C7.1	Preamble .....	24

C7.2	Membership .....	24
C7.3	Co-Chair Selection .....	24
C7.4	Meetings.....	24
C7.5	Agenda and Minutes .....	24
C7.6	Without Prejudice or Precedent .....	24
C7.7	Cost of Labour Relations Meetings .....	24
<b>C8.00</b>	<b>CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES .....</b>	<b>25</b>
<b>C9.00</b>	<b>ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS .....</b>	<b>25</b>
<b>C10.00</b>	<b>CASUAL SENIORITY EMPLOYEE LIST.....</b>	<b>25</b>
<b>C11.00</b>	<b>UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING.....</b>	<b>25</b>
<b>C12.00</b>	<b>STATUTORY LEAVES OF ABSENCE/SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) .....</b>	<b>26</b>
C12.1	Family Medical Leave or Critical Illness Leave .....	26
_____	Supplemental Employment Benefits (SEB) .....	26
<b>C13.00</b>	<b>MERGER, AMALGAMATION OR INTEGRATION .....</b>	<b>27</b>
<b>C14.00</b>	<b>SPECIALIZED JOB CLASSES .....</b>	<b>27</b>
<b>C15.00</b>	<b>PROFESSIONAL ACTIVITY DAYS .....</b>	<b>27</b>
<b>APPENDIX A.....</b>	<b>.....</b>	<b>28</b>
<b>APPENDIX B.....</b>	<b>.....</b>	<b>29</b>
Sick Leave Credit-Based Retirement Gratuities (where applicable).....	.....	29
Other Retirement Gratuities.....	.....	29
<b>APPENDIX C - MEDICAL CERTIFICATE .....</b>	<b>.....</b>	<b>30</b>
<b>LETTER OF UNDERSTANDING #1.....</b>	<b>.....</b>	<b>37</b>
Re: Status Quo Central Items.....	.....	37
<b>LETTER OF UNDERSTANDING #2.....</b>	<b>.....</b>	<b>38</b>
Re: Status Quo Central Items and Items Requiring Amendment and Incorporation.....	.....	38
<b>LETTER OF UNDERSTANDING #3.....</b>	<b>.....</b>	<b>41</b>
Re: Job Security: Protected Complement.....	.....	41
<b>LETTER OF UNDERSTANDING #4.....</b>	<b>.....</b>	<b>44</b>
Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference.....	.....	44
<b>LETTER OF UNDERSTANDING #5.....</b>	<b>.....</b>	<b>46</b>
Re: Sick Leave.....	.....	46
<b>LETTER OF UNDERSTANDING #6.....</b>	<b>.....</b>	<b>47</b>
Re: Central Labour Relations Committee .....	.....	47
<b>LETTER OF UNDERSTANDING #7 .....</b>	<b>.....</b>	<b>48</b>
RE: List of Arbitrators .....	.....	48
<b>LETTER OF UNDERSTANDING #8.....</b>	<b>.....</b>	<b>49</b>
Re: Children’s Mental Health, Special Needs, and Other Initiatives .....	.....	49
<b>LETTER OF UNDERSTANDING #9.....</b>	<b>.....</b>	<b>50</b>
Re: Provincial Working Group – Health and Safety .....	.....	50
<b>LETTER OF UNDERSTANDING # 10 .....</b>	<b>.....</b>	<b>51</b>
RE: Ministry Initiatives Committee .....	.....	51
<b>LETTER OF UNDERSTANDING #11.....</b>	<b>.....</b>	<b>52</b>
RE: Bereavement Leave .....	.....	52
<b>LETTER OF UNDERSTANDING #12.....</b>	<b>.....</b>	<b>54</b>

RE: Short Term Paid Leave .....	54
<b>LETTER OF AGREEMENT # 13 .....</b>	<b>55</b>
RE: Learning and Services Continuity and Absenteeism Task Force .....	55

## **Table of Contents**

### **CUPE – PART B: LOCAL TERMS**

<b>ARTICLE L1 PREAMBLE .....</b>	<b>57</b>
<b>ARTICLE L2 INTERPRETATION .....</b>	<b>57</b>
<b>ARTICLE L3 MANAGEMENT RIGHTS .....</b>	<b>58</b>
<b>ARTICLE L4 RECOGNITION AND NEGOTIATION .....</b>	<b>58</b>
<b>ARTICLE L5 NO DISRIMINATION .....</b>	<b>59</b>
<b>ARTICLE L6 RELATIONSHIP .....</b>	<b>59</b>
<b>ARTICLE L7 STRIKES AND LOCKOUTS .....</b>	<b>59</b>
<b>ARTICLE L8 UNION SECURITY.....</b>	<b>59</b>
<b>ARTICLE L9 EMPLOYER AND UNION SHALL ACQUAINT NEW MEMBERS.....</b>	<b>60</b>
<b>ARTICLE L10 LABOUR MANAGEMENT RELATIONS.....</b>	<b>60</b>
L10.01 Representation.....	60
L10.02 Union Negotiating Committee .....	61
L10.03 Representative Rights .....	61
L10.04 Time Off for Meetings.....	61
L10.05 Technical Information .....	61
L10.06 Access to Personnel File .....	61
<b>ARTICLE L11 LABOUR MANAGEMENT BARGAINING RELATIONS.....</b>	<b>62</b>
<b>ARTICLE L12 RESPONSIBILITIES OF EMPLOYEES.....</b>	<b>62</b>
<b>ARTICLE L13 GRIEVANCE PROCEDURE .....</b>	<b>62</b>
<b>ARTICLE L14 ARBITRATION .....</b>	<b>64</b>
<b>ARTICLE L15 DISCHARGE, SUSPENSION AND DISCIPLINE .....</b>	<b>66</b>
<b>ARTICLE L16 SENIORITY.....</b>	<b>67</b>
<b>ARTICLE L17 JOB POSTING.....</b>	<b>69</b>
<b>ARTICLE L18 LAY-OFF, RECALL AND REDEPLOYMENT RESPONSIBILITIES OF EMPLOYEES.....</b>	<b>71</b>
<b>ARTICLE L19 HOURS OF WORK .....</b>	<b>74</b>
<b>ARTICLE L20 HOLIDAYS .....</b>	<b>76</b>
<b>ARTICLE L21 OVERTIME.....</b>	<b>76</b>
<b>ARTICLE L22 VACATION.....</b>	<b>77</b>
<b>ARTICLE L23 SICK LEAVE PROVISIONS .....</b>	<b>78</b>
<b>ARTICLE L24 W.S.I.B .....</b>	<b>79</b>
<b>ARTICLE L25 STUDENT SUPERVISION .....</b>	<b>80</b>
<b>ARTICLE L26 LEAVE OF ABSENCE.....</b>	<b>80</b>
<b>ARTICLE L27 DEFERRED SALARY LEAVE PLAN .....</b>	<b>83</b>
<b>ARTICLE L28 JOB CLASSIFICATION AND RECLASSIFICATION .....</b>	<b>86</b>
<b>ARTICLE L29 MISCELLANEOUS .....</b>	<b>87</b>

<b>ARTICLE L30 GENERAL</b> .....	<b>88</b>
L30.01 Bulletin Boards .....	88
L30.02 Correspondence .....	88
L30.03 Resolutions and Reports of the Board .....	88
L30.04 Criminal Background Checks.....	88
L30.05 Job Training .....	89
<b>ARTICLE L31 FOOTWEAR ALLOWANCE</b> .....	<b>89</b>
<b>ARTICLE L32 TECHNOLOGICAL CHANGE/CHANGE OF OPERATION</b> .....	<b>89</b>
<b>ARTICLE L33 HEALTH AND SAFETY</b> .....	<b>90</b>
<b>ARTICLE L34 WAGE SCHEDULE</b> .....	<b>90</b>
<b>ARTICLE L35 TERM OF AGREEMENT</b> .....	<b>90</b>
<b>ARTICLE L36 PROTECTION FROM VIOLENCE</b> .....	<b>90</b>
<b>APPENDIX A - WAGE SCHEDULE</b> .....	<b>92</b>
<b>APPENDIX B - OMERS CONTRIBUTORY EARNINGS</b> .....	<b>93</b>
<b>APPENDIX C - CONTRACTING IN/CONTRACTING OUT</b> .....	<b>95</b>
<b>APPENDIX D - GRANDFATHERING OF FORMER DSA EMPLOYEES</b> .....	<b>96</b>

## **APPENDIX I**

### **CUPE – PART A: CENTRAL TERM**

#### **C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT**

##### **C1.1 Separate Central and Local Terms**

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

##### **C1.2 Implementation**

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

##### **C1.3 Parties**

- a) The parties to the collective agreement are the school board or school Authority and the union.
  
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

##### **C1.4 Single Collective Agreement**

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

#### **C2.00 DEFINITIONS**

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

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

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

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

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

### **C3.00 LENGTH OF TERM/NOTICE TO BARGAIN**

#### **C3.1 Term of Agreement**

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

#### **C3.2 Term of Letters of Agreement/Understanding**

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

#### **C3.3 Amendment of Terms**

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

#### **C3.4 Notice to Bargain**

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

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

#### **C4.00 CENTRAL DISPUTE RESOLUTION PROCESS**

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

##### **C4.1 Statement of Purpose**

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

##### **C4.2 Parties to the Process**

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



information every September. Any changes in representation will be confirmed in writing.

- c. A local party shall not be party to the CDRP, or to the Committee, except to the extent its interests are represented by its respective central party on the Committee.
- d. For the purposes of this section, “central party” means an employer bargaining agency or employee bargaining agency, and “local party” means an employer or trade union party to a local collective agreement.

#### **C4.3 Meetings of the Committee**

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

#### **C4.4 Selection of Representatives**

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

#### **C4.5 Mandate of the Committee**

The mandate of the Committee shall be as follows:

- a. Dispute Resolution

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

- b. Not Adjudicative

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

#### **C4.6 Role of the Central Parties and Crown**

- a. The central parties shall each have the following rights:
  - i. To file a dispute with the Committee.
  - ii. To file a dispute as a grievance with the Committee.
  - iii. To engage in settlement discussions, and to mutually settle a dispute or grievance.
  - iv. To withdraw a dispute or grievance it filed.
  - v. To mutually agree to refer a dispute or grievance to the local grievance procedure.
  - vi. To refer a grievance it filed to final and binding arbitration.
  - vii. To mutually agree to voluntary mediation.
- b. The Crown shall have the following rights:
  - i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.
  - ii. To participate in any matter referred to arbitration.
  - iii. To participate in voluntary mediation.

#### **C4.7 Referral of Disputes**

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

#### **C4.8 Carriage Rights**

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

#### **C4.9 Responsibility to Communicate**

- a. It shall be the responsibility of a central party to refer a dispute to the Committee, or to arbitration, in a timely manner.
- b. It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the

dispute at each step in the CDRP, including mediation and arbitration, and to direct them accordingly.

#### **C4.10 Language of Proceedings**

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

#### **C4.11 Definition of Dispute**

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

#### **C4.12 Notice of Disputes**

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

- a. Notice of the dispute shall include the following:
  - i. Any central provision of the collective agreement alleged to have been violated.
  - ii. The provision of any statute, regulation, policy, guideline, or directive at issue.

- iii. A comprehensive statement of any relevant facts.
- iv. The remedy requested.

#### **C4.13 Referral to the Committee**

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

#### **C4.14 Timelines**

- a. Timelines may be extended by mutual consent of the parties.
- b. Working days shall be defined as Monday through Friday excluding statutory holidays.

- c. Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.
- d. Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

#### **C4.15 Voluntary Mediation /Expedited Meditation**

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

- i. Each party shall prepare a mediation brief to assist the mediator, which shall include the following:
  - A short description of the grievance.
  - A statement of relevant facts.
  - A list of any relevant provisions of the collective agreement.
  - Any relevant documentation.
- j. The description of the grievance and the relevant facts shall not be typically longer than two pages.
- k. The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.
- l. The responding party shall provide their brief no later than five (5) days prior to the scheduled review.
- m. The Crown may provide a brief no later than two (2) days prior to the review.
- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

#### **C4.16 Arbitration**

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, “Written Briefs”, “Will Say Statements” “Agreed Statement of Facts” and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #7. Arbitrators on the list will be used in rotation, based on availability. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d. The Parties shall select an arbitrator from the list to subject to their availability to hear the matter within eighteen (18) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within eighteen (18) months the

parties shall appoint a mutually agreed to arbitrator who is available within eighteen (18) months.

- e. The central parties may refer multiple grievances to a single arbitrator.
- f. The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

## **C5.00 BENEFITS**

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

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

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

Post Participation Date, the following shall apply:

### **C5.1 Eligibility and Coverage**

- a) The Trust will maintain eligibility for CUPE represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of applicable collective agreement ("CUPE represented employees").
- b) The Trust is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board.

- c) Retirees who were previously represented by CUPE, who were, and still are members of a Board benefit plan as at the participation date are eligible to receive benefits through the CUPE EWBT based on prior arrangements with the Board.
- d) No individuals who retire after the Participation Date are eligible.

## **C5.2 Funding**

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

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

## **C5.3 Cost Sharing**

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

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

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

- a) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- b) For the purposes of (a) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c) Amounts previously paid under (a) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be



remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

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

**C5.5 Payment in Lieu of Benefits**

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

**C5.6 Benefits Committee**

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

**C5.7 Privacy**

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

**C6.00 SICK LEAVE**

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

**Definitions:**

The definitions below shall be exclusively used for this article.

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

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

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

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

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

**“Casual Employees”** means,

i. A casual employee within the meaning of the local collective agreement,

ii. If clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or

iii. If clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work.

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

**“Fiscal Year”** means September 1 to August 31.

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

**a) Sick Leave Benefit Plan**

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

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

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

**b) Sick Leave Days Payable at 100% Wages**

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

**d) Eligibility and Allocation**

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

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

**Permanent Employees**

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

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

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

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

#### **Employees on Long-Term Supply Assignments**

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

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

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

#### **e) Refresh Provision for Permanent Employees**

Permanent Employees returning from LTD or workplace insurance leave to resume their regular working hours must complete eleven (11) consecutive working days at their regular working hours to receive a new allocation of sick/short-term disability leave. If the Employee has a recurrence of the same

illness or injury, s/he is required to apply to reopen the previous LTD or WSIB claim, as applicable.

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

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

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

**f) WSIB & LTD**

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

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

**g) Graduated Return to Work**

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

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

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

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

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

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

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

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

#### **h) Proof of Illness**

##### **Sick Leave Days Payable at 100%**

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

### **Short-Term Disability Leave**

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

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

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

#### **i) Notification of Sick Leave Days**

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

#### **j) Pension Contributions While on Short Term Disability**

##### **Contributions for OMERS Plan Members:**

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

##### **Contributions for OTPP Plan Members:**

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

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

#### **k) Top-up Provisions**

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

This top-up is calculated as follows:

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

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

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

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

#### **l) Sick Leave to Establish EI Maternity Benefits**

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



**C7.1 Preamble**

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

**C7.2 Membership**

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

**C7.3 Co-Chair Selection**

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

**C7.4 Meetings**

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

**C7.5 Agenda and Minutes**

- a) Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.
- b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

**C7.6 Without Prejudice or Precedent**

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

**C7.7 Cost of Labour Relations Meetings**

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

**C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES**

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

**C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS**

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

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

**C10.00 CASUAL SENIORITY EMPLOYEE LIST**

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

**C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING**

**Negotiations Committee**

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

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

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

### **C12.1 Family Medical Leave or Critical Illness Leave**

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

### **Supplemental Employment Benefits (SEB)**

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

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

### **C13.00 MERGER, AMALGAMATION OR INTEGRATION**

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

### **C14.00 SPECIALIZED JOB CLASSES**

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

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

### **C15.00 PROFESSIONAL ACTIVITY DAYS**

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

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

**APPENDIX A**

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

## **APPENDIX B**

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

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

### **Other Retirement Gratuities**

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

**APPENDIX C - Medical Certificate**

**PART 1**

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

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

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

I, \_\_\_\_\_

hereby authorize my Health Care Professional(s)

\_\_\_\_\_

to disclose medical information to my employer,

\_\_\_\_\_.

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

\_\_\_\_\_

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

\_\_\_\_\_ dd mm yyyy

for my absence starting on the

\_\_\_\_\_ dd mm yyyy

Signature

Date

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

Please return the completed form to the attention of:

<b>Employee ID:</b>	<b>Telephone No:</b>
<b>Employee Address:</b>	<b>Work Location:</b>

**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)												
<p><b>Walking:</b></p> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other ( <i>specify</i> ):	<p><b>Standing:</b></p> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other ( <i>specify</i> ):	<p><b>Sitting:</b></p> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other ( <i>specify</i> ):	<p><b>Lifting from floor to waist:</b></p> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>specify</i> ):									
<p><b>Lifting from Waist to Shoulder:</b></p> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>specify</i> ):	<p><b>Stair Climbing:</b></p> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other ( <i>specify</i> ):	<p><input type="checkbox"/> <b>Use of hand(s):</b></p> <table border="0"> <tr> <td><b>Left Hand</b></td> <td><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> ):											
<p><input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of (<i>please specify</i>):</p>	<p><input type="checkbox"/> <b>Work at or above shoulder activity:</b></p>	<p><input type="checkbox"/> <b>Chemical exposure to:</b></p>	<p><b>Travel to Work:</b></p> <p>Ability to use public transit</p> <hr/> <p>Ability to drive car</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <hr/> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>								

**COGNITIVE (if applicable)**

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

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

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

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

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

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

Have you discussed return to work with your patient?

- Yes       No

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

- Regular full time hours    Modified hours  
 Graduated hours

Start Date:                      **dd    mm    yyyy**



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

**Completing Health Care Professional Name:**

**(Please Print)**

**Date:**

**Telephone Number:**

**Signature:**

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

Additional or follow up information may be requested as appropriate.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

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

**AND**

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

**Re: Status Quo Central Items**

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

**Issues:**

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

## LETTER OF UNDERSTANDING #2

### BETWEEN

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

### AND

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

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

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

#### **PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB – EI WAITING PERIOD**

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

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

#### **STATUTORY/PUBLIC HOLIDAYS**

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

#### **WSIB TOP-UP**

If a class of employee was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties who have not yet do so must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) month shall be included in the 2019-2022 collective agreement.

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

**Common Central Provisions**

**Maternity Benefits/SEB Plan**

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive \*100% salary through a Supplemental Employment Benefit (SEB) plan for a total of \*eight (8) weeks (\*or insert local superior provision reflecting status quo) immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- e) Employees completing a long-term supply assignment of 6 months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) Employees not defined above have no entitlement to the benefits outlined in this article.

**SHORT-TERM PAID LEAVES**

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



further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

Short-term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

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

### **RETIREMENT GRATUITIES**

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

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

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

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

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

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

## LETTER OF UNDERSTANDING #3

### BETWEEN

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

### AND

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

### **Re: Job Security: Protected Complement**

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

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
  - a. A catastrophic or unforeseeable event or circumstance;
  - b. Declining enrolment;
  - c. Funding reductions directly related to services provided by bargaining unit members;  
or
  - d. School closure and/or school consolidation.
2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
  - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
  - b. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
  - c. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

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

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:

- a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
  - b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Once the FTE number has been established in accordance with paragraph 3, above, the local parties shall jointly report the number to the Central Labour Relations Committee.
5. Notwithstanding the provisions of the School Boards Collective Bargaining Act (SBCBA) requiring the ratification of both local and central terms for a collective agreement to be effective, the parties agree that CUPE locals and School Boards will meet within 30 days of ratification of the central agreement to establish and maintain the protected complement.
6. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
  - a. priority for available temporary, casual and/or occasional assignments;
  - b. the establishment of a permanent supply pool where feasible;
  - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
7. The above language does not allow trade-offs between the classifications outlined below:
  - a. Educational Assistants
  - b. DECEs
  - c. Secretaries
  - d. Custodians
  - e. Cleaners
  - f. Information Technology Staff
  - g. Library Technicians
  - h. Instructors
  - i. Supervisors
  - j. Central Administration
  - k. Professionals
  - l. Maintenance/Trades

8. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
9. This Letter of Understanding expires on August 30, 2026.

## **LETTER OF UNDERSTANDING #4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

### **PREAMBLE:**

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

### **I. MANDATE OF THE COMMITTEE**

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

### **II. DELIVERABLES**

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

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

### **III. MEMBERSHIP**

The Committee shall include nine (9) members - five (5) representatives from CUPE/SCFP and four (4) representatives from the CTA. Up to two (2) advisors from the Ministry of Education shall act in a resource capacity to the committee. Other persons may attend meetings in order to provide support and resources as mutually agreed. Up to one (1) representative from each of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

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

### **IV. CO-CHAIR SELECTION**

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

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

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

**AND**

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

**Re: Sick Leave**

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

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

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

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

**AND**

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

**Re: Central Labour Relations Committee**

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

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

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



**LETTER OF UNDERSTANDING #7**

**BETWEEN**

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

**AND**

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

**RE: List of Arbitrators**

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

English Language:

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

French Language:

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

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

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Provincial Working Group – Health and Safety**

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

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

**LETTER OF UNDERSTANDING # 10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Ministry Initiatives Committee**

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

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

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Bereavement Leave**

1. The parties agree that the issue of bereavement leave has been addressed at the central table.
2. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of less than three (3) days, local parties shall insert the following into the local (Part B) collective agreement, with such language replacing existing language in its entirety:

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

3. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of three (3) days or more, there shall be no change to such language and this Letter of Understanding shall not apply.
4. Permanent Employees shall be as defined in local collective agreement terms, or if no such definition exists in a particular collective agreement, as defined in C6.

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

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Short Term Paid Leave**

1. The parties agree that the issue of short term paid leave has been addressed at the central table and will remain status quo with the exception of the following.
2. Local parties shall ensure that within their local (Part B) collective agreement terms, existing language with respect to short term paid leave shall be amended to allow Indigenous employees to use existing short term paid leave for purposes of:
  - a. Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and
  - b. Attendance at Indigenous cultural/ceremonial events.
3. For clarity, provisions with regard to the number of days of short term paid leave shall not be subject to local bargaining or amendment by local parties and remain status quo at a maximum of five (5) days per school year.

**LETTER OF AGREEMENT # 13**

**BETWEEN**

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

**and**

**The Canadian Union of Public Employees**

**(hereinafter 'CUPE')**

**and**

**The Crown**

**RE: Learning and Services Continuity and Absenteeism Task Force**

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

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

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

The task force will:

1. explore data and best practices relating to absenteeism initiatives including return to/remain at work practices;
2. gather and review information including but not restricted to the following:
  - a. utilization of the sick leave and short-term disability plans;



- b. a jurisdictional scan on sick leave and short-term disability plans from the education sector in Canada and other broader public sector employers;
- 3. report its findings to school boards and local unions.

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

## **PART B - LOCAL TERMS**

### **ARTICLE L1 – PREAMBLE**

#### **L1.01 Purpose**

WHEREAS it is the desire of both parties to this Agreement;

- (a) to maintain and improve harmonious relations,
- (b) to recognize the mutual value of joint discussions and negotiations,
- (c) to encourage efficiency in operation,
- (d) to promote the morale, well-being and security of all the employees in the bargaining unit.

NOW THEREFORE, the parties agree as follows:

### **ARTICLE L2 – INTERPRETATION**

#### **L2.01 Definition of Employee**

The term “employee” when used in this agreement shall include only such persons coming within the scope of the bargaining unit as described in Article 4.01 who have been hired as probationary employees or permanent employees and casual employees.

#### **L2.02 Definition of Steward**

“Steward” is an employee elected (or appointed to fill a vacancy temporarily) by Union members and duly accredited in writing to represent an employee or employees in presenting a grievance to the Employer.

#### **L2.03 Definition of Casual Employee**

In this agreement, casual employee means an employee who does not work a regularly-scheduled shift but who is called in by the Employer as required.

Casual employees may be called in for the purpose of replacing permanent employees who are absent for short periods due to illness, paid holidays, vacation or an approved leave of absence; or to fill vacant positions on a temporary basis pending the outcome of a posting process.

#### **L2.04 Definition of Worksite Supervisor**

The term “Worksite Supervisor” when used in this agreement shall mean a Principal in a school setting or a Manager, or Supervisor, or designate in a non-school setting.

## **ARTICLE L3 – MANAGEMENT RIGHTS**

### **L3.01 Management Rights**

The Union acknowledges that it is the exclusive function of the Employer to maintain order, discipline and efficiency, administer and manage all affairs of the Board; hire, discharge, direct, transfer, classify, promote, demote or discipline employees provided any claim that the Employer has exercised the above rights in a manner inconsistent with the terms of this agreement may be the basis of a grievance.

## **ARTICLE L4 – RECOGNITION AND NEGOTIATION**

### **L4.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 1939 as the sole and exclusive bargaining agent for all of its employees in the general fields of custodial and maintenance, save and except for supervisors, persons above the rank of supervisor and students used during vacation and exam periods and hereby consents and agrees to negotiate with the Union or its authorized committee for the purpose of renewing this Collective Agreement.

### **L4.02 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, student employment during school vacations, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations in itself, does not reduce the regular hours of work or pay of any employee.

### **L4.03 No Other Agreements**

No member of Local 1939 shall be required or permitted to make any written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

### **L4.04 Union Committees**

In recognizing the Union as the sole bargaining agent of the employees, the Board agrees that the Union, through its functioning committees, can deal with the Board on all matters covered by this Agreement.

### **L4.05 Contracting Out**

It is agreed for the term of this agreement there shall be no contracting out by the Employer of work or services of a kind now performed by employees herein represented.

#### **ARTICLE L5 – NO DISCRIMINATION**

##### **L5.01 Employer Shall Not Discriminate**

The Board and the Union agree to abide by the Human Rights Code, as amended from time to time.

#### **ARTICLE L6 – RELATIONSHIP**

##### **L6.01 Employee Membership**

Each of the parties hereto agrees that there shall be no discrimination, intimidation, interference, restraint or coercion exercised or practised by their representatives or members because of an employee's membership in the Union nor by reason of the employee's activity or lack of activity in the Union.

#### **ARTICLE L7 – STRIKES AND LOCKOUTS**

##### **L7.01 Strikes and Lockouts**

The Board agrees that there shall be no lockout of the Bargaining Unit and CUPE agrees that there shall be no strike of the Bargaining Unit during the term of this agreement. Lockouts and strikes shall be as defined in the Ontario Labour Relations Act.

##### **L7.02 Picket Lines**

Employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a legal labour dispute with the exception of a Board-defined emergency situation. An emergency situation will be defined as a situation that may cause damage to Board property.

Failure to cross a picket line by members of this union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

#### **ARTICLE L8 – UNION SECURITY**

##### **L8.01 Check-Off of Union Dues**

The Employer shall deduct from every member of Local 1939 monthly dues, or assessments levied, in accordance with the Union Constitution and/or by-laws and owing by them to the Union.

The Union shall indemnify and hold the Board harmless with respect to all dues or the equivalent thereof so deducted and remitted, and with respect to any liability which the Board may incur as a result of such deduction and remittance.

#### **L8.02 Deductions**

Deductions of union dues shall be made from the payroll each pay. Amounts deducted will be forwarded forthwith to the Secretary-Treasurer of the Union. A master list of all employees, their names and addresses and from whose wages the dues were deducted, will be provided initially. Additions and deletions to the list will be made when staff changes occur.

### **ARTICLE L9 – EMPLOYER AND UNION SHALL ACQUAINT NEW MEMBERS**

#### **L9.01 New Members**

A representative of the Union will meet with each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union. Such meetings will be organized through the appropriate Worksite Supervisor to organize the release time. Use of Board equipment to facilitate such meetings will be permitted (e.g. virtual meeting facilities). Travel time will not be permitted for the purpose of such meetings.

#### **L9.02 Information for the Union**

The employer will provide the Union, monthly, with an employee list containing the following information electronically in excel, for all employees in the bargaining unit:

- a. Work location
- b. Job title/classification
- c. Employment status: permanent, temporary, casual
- d. New hires
- e. Employees on leave, including the reason for the leave and their replacement

### **ARTICLE L10 – LABOUR MANAGEMENT RELATIONS**

#### **L10.01 Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other

personnel with whom the Union may be required to transact business. Such representatives shall have access to the Employer's premises during working hours in order to investigate and assist in the settlement of a grievance.

#### **L10.02 Union Negotiating Committee**

The Union shall nominate a Negotiating Committee which shall consist of four (4) members which will include the President.

#### **L10.03 Representative Rights**

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

#### **L10.04 Time Off for Meetings**

Members of the Union Negotiating Committee in the employ of the Employer shall have the privilege of attending joint meetings of the Negotiating Committees held within working hours without loss of remuneration.

#### **L10.05 Technical Information**

The Employer shall make available to the Union, on request, information required by the Union such as positions in the bargaining unit, job classifications, wage rates, pension and welfare plans.

#### **L10.06 Access to Personnel File**

- a) An employee, upon written request to the Human Resources Manager, may view their personnel file in the presence of the Human Resources Manager, or designate. An employee may obtain copies of a specific event or document. An employee may respond in writing to any document contained therein. Such response shall become part of the personnel file.
- b) The only recognized personnel file of an employee shall be maintained in the Human Resources Department of the employer and shall be available and open to the employee for inspection in the presence of an employer personnel department officer during the regular working hours of the department.
- c) Upon request, an employee shall be entitled to copies of any materials contained in the employee's personnel file.
- d) Where an employee authorizes in writing access to the employee's personnel file by another person acting on the employee's behalf, the employer shall provide such

access, as well as copies of materials contained therein, if also authorized and requested.

- e) Employees shall receive copies of any materials placed in their personnel files.
- f) The employer agrees to comply with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

## **ARTICLE L11 - LABOUR MANAGEMENT BARGAINING RELATIONS**

### **L11.01 Labour-Management Committee Meetings**

A Union committee consisting of two representatives of the Union will meet with the Human Resources Manager of the Board as well as the Worksite Supervisor, within ten (10) working days, where possible, of the written request of the President of the Union for the purpose of:

- (a) a mutual exchange of constructive criticisms so that better relations shall exist between the Board and the Union, and
- (b) to provide an opportunity for correcting conditions causing grievances and misunderstandings before they develop into more serious problems.

Any representative of the Union in the employ of the Board, while attending meetings of the Committee, shall not suffer any loss of remuneration for attending these meetings.

## **ARTICLE L12 – RESPONSIBILITIES OF EMPLOYEES**

### **L12.01 Change of Address and Telephone Number**

It shall be the responsibility of all employees to keep their address and telephone information up to date through the Employee Self Service Portal.

### **L12.02 Reporting – Unable to Work**

The Employee shall give the Employer at least twenty-four (24) hours notice if they are unable to report to work for reasons other than sickness or bereavement.

## **ARTICLE L13 – GRIEVANCE PROCEDURE**

### **L13.01 Definition of Grievance**

A grievance under this Agreement shall be defined as any difference between the Employer and any Employee(s), or the Union, related to the interpretation, application, administration, or alleged violation of this Agreement.

#### **L13.02 Recognition of Grievance Committee**

The Board will recognize a Grievance Committee selected by the Union. The Grievance Committee will be comprised of the Area Steward representing the employee launching the grievance and a representative of the Executive. The Board shall be advised of the names of the members of this Committee, and shall be notified of any changes from time to time. All members of the Grievance Committee shall be regular Employees of the Board.

#### **L13.03 Permission to Leave Work**

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes, and presenting adjustments as provided in this article. The Union understands and agrees that each Steward is employed to perform full time work for the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their Worksite Supervisor.

#### **L13.04 Facilities for Grievances**

The Employer shall supply the necessary facilities for the grievance meetings.

#### **L13.05 Supplementary Agreements**

Supplementary agreements, if any, shall form part of this Agreement and are subject to the Grievance and Arbitration procedure.

#### **L13.06 Settling of Grievances**

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

##### **Step 1**

The Employee concerned, together with the appropriate Union Steward, shall verbally present the complaint and redress sought to the Worksite Supervisor, within thirty (30) working days of the circumstances which led to the complaint, but not thereafter. The Worksite Supervisor, will respond to the complaint within five (5) working days.

##### **Step 2**

Failing settlement at Step 1, the Employee concerned and the Union Grievance Officer or the Board, shall, within thirty (30) working days of the Worksite Supervisor's response,



present the written grievance to the Human Resources Manager with a copy to the Worksite Supervisor or to the Union Grievance Officer. The Human Resources Manager or the Union Grievance Officer shall reply in writing within ten (10) working days of receipt of the written grievance.

### Step 3

Where the grievance is not resolved at Step 1 or 2, the party initiating the grievance has the option of proceeding to arbitration or requesting a meeting to discuss the grievance. The meeting would involve the presence of a member of senior administration and the union president and chief steward. Should the grieving party opt to forego such meeting, they may proceed directly to arbitration.

### Step 4

Failing a satisfactory settlement being reached in Step 3, the Union or the Board may within thirty (30) working days of the reply in Step 3, but not thereafter refer the dispute to Arbitration.

## **L13.07 Failure to Act Within Time Limits**

Failure to process a grievance to the next step in the Grievance Procedure within the time limits shall mean that a grievance is abandoned, however, shall not be deemed to have prejudiced the grievor on any future identical grievance. Timelines may be extended at any time by mutual agreement of the parties concerned. Should either party fail to meet the required timelines, and the parties have not agreed to extend the timelines, the grieving party may process the grievance to the next step upon written notification to the other party.

## **L13.08 Policy Grievance**

The Union Grievance Officer, on behalf of a group of employees, or the Board, on its own behalf, may file a written grievance. Such grievances shall be filed at Step 2.

Such grievance must be filed within ten (10) working days from the date the cause of the grievance occurs. The Human Resources Manager and Worksite Supervisor, or the Union President, will respond to the grievance, in writing, within ten (10) working days after the meeting.

Unless otherwise agreed to in writing, the grievor shall comply with the time limits set out in this clause respecting any such grievance or the grievance will be deemed to have been abandoned.

## **ARTICLE L14 – ARBITRATION**

### **L14.01 Composition of Board of Arbitration**

- (a) When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing, addressed to the other party of the Agreement, indicating the name of its Nominee on the Arbitration Board. Within ten (10) working days thereafter the other party shall answer in writing indicating the name and address of its appointee to the Arbitration Board. The two Nominees shall then meet to select an impartial Chairperson.
- (b) Notwithstanding L14.01(a), by mutual agreement the parties may request the appointment of a Sole Arbitrator in lieu of the Arbitration Board.

Where the parties fail to agree on an Arbitrator within 45 working days of the notice of desire to submit to Arbitration, the party making the initial request shall request the Minister of Labour to appoint a Sole Arbitrator.

#### **L14.02 Failure to Appoint**

If the recipient of the notice fails to appoint an Arbitrator, or if the two Appointees fail to agree upon a Chairperson within thirty (30) days of appointment the appointment shall be made by the Minister of Labour, upon the request of either party.

#### **L14.03 Decisions of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

#### **L14.04 Disagreement on Decision**

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration, to clarify the decision.

#### **L14.05 Expenses of the Board**

Each party shall pay:

- (a) the fees and expenses of the Arbitrator it appoints;
- (b) one-half the fees and expenses of the Chairperson.

#### **L14.06 Amending of Time Limits**

The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties to this Agreement.

#### **L14.07 Witnesses**

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

### **ARTICLE L15 – DISCHARGE, SUSPENSION AND DISCIPLINE**

#### **L15.01 Discharge Grievance**

If any employee believes they have been discharged without just cause, they may file a written grievance with the Director of Education within ten (10) working days after they have been given notice of discharge. Step 1 and 2 of the grievance procedure shall be omitted in that case, but all the remaining provisions contained in Articles 13 and 14 (Grievance Procedure and Arbitration) shall be applicable and complied with in the processing of a discharge grievance.

#### **L15.02 Settling of Discharge Grievances**

A discharge grievance may be settled by confirming the Employer's action in dismissing the employee or by re-instating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties.

If a discharge grievance goes to Arbitration, the Board of Arbitration may:

- (a) confirm the dismissal of the employee; or
- (b) reinstate the employee with full compensation for time lost; or
- (c) subject to the provisions of Article 15.01 and 15.02 above, substitute such other penalty for the discharge as the Arbitration Board deems just and reasonable in all the circumstances.

#### **L15.03 Reprimands**

Whenever the Employer delivers a written reprimand to an employee, the Employer shall, send a copy of the written reprimand to the Union President of the Union within five (5) days, only with permission of the Employee as per Board Policy 706 "Progressive Discipline."

After two years, an employee may make a written request to the Director, or designate that a written warning or disciplinary material be removed from their personnel file. Should there be no reoccurrences of the actions giving rise to the written warning or discipline material, it shall be removed. Records of disciplinary actions pertaining to sexual or physical misconduct affecting the safety of student and/or staff will remain in the file.

Where the employer will issue a written reprimand, the Employer will notify the Union and meet with the Union if requested, prior to issuing the reprimand. Such meeting will only take place if permission is given by the Employee.

#### **L15.04 Notification by Employer**

When an employee is notified of their discharge or suspension, the Employer shall provide for the attendance of a Steward or Union Executive at such time. An employee shall then be allowed to discuss the discharge or suspension with the Steward before leaving the premises.

### **ARTICLE L16 – SENIORITY**

#### **16.01 Seniority Defined**

Seniority is defined as the length of service in the bargaining unit and will be calculated according to an Employee's date of hire in their permanent position and/or any adjustments required to be made as a result of being a casual employee. Seniority shall operate on a bargaining-unit-wide basis. Where a tie exists between employees (i.e. date and time of hire are the same), lots will be drawn by the Human Resources Department to determine placement on the list. A Union representative must be present during the drawing of lots. The drawing of lots will occur as soon as practical after a tie is discovered.

#### **16.02 Seniority for Casual Employees**

Seniority for casual employees will begin effective their date of hire. Adjustments to casual employee's date of hire will be made upon appointment to a permanent position as per the calculation below.

Casual Employees' seniority date will include recognition of the number of hours actually worked (i.e. 2,080 hours = 1 year) prior to their appointment to a permanent position.

Employees who transfer from status of casual employee to a permanent position shall carry forth all accumulated hours of work and shall have their permanent date of hire adjusted to reflect their casual hours.

NOTE: Casual seniority is not a factor in determining the successful applicant for any position.

### **L16.03 Probationary Period for New Employees – Regular Full-Time and Regular Part-Time**

New, regular part-time and regular full-time employees of the Employer shall be considered probationary Employees until they have completed ninety (90) calendar days of continuous service with the Employer from the date of hiring. Probationary Employees shall be entitled to all rights and privileges of this Agreement except recourse to the grievance procedure. The employment of such Employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of hire in their permanent position.

### **L16.04 Probationary Period - Casual Employees**

New casual Employees shall be considered probationary Employees until they have completed five hundred and twenty (520) hours of work with the Employer from the date of hiring. All other provisions of Item 16.03 above shall continue in effect for casual employees.

### **L16.05 Seniority Lists**

An up-to-date seniority list for all permanent employees and the casual seniority list shall be sent to the Union and posted on all designated bulletin boards by May 31<sup>st</sup> of each year, and will be deemed accepted within (fifteen) 15 working days thereafter, unless written objections are received.

Casual staff seniority will be determined by their date of hire. (See Article L16.02 regarding appointment to permanent positions).

### **L16.06 Loss of Seniority**

An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Employer.

An Employee shall only lose their seniority in the event:

- (a) they are discharged for just cause and is not reinstated;
- (b) they resign;
- (c) they are absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer;
- (d) they fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other

just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address and telephone number via the Employee Self Service Portal, as per article L12.01;

- (e) they are laid off for a period longer than two (2) years.

#### **L16.07 Transfers and Seniority Outside The Bargaining Unit**

No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an Employee later returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an Employee holding greater seniority. Transfers of this nature would be limited to twelve (12) months.

#### **L16.08 Transfer of Seniority**

Employees who transfer from regular full-time or regular part-time to casual shall maintain seniority at the time of transfer and shall continue to accumulate on an hourly basis, for up to two (2) years from the date of transfer.

#### **L16.09 Recognition of Relevant Work Experience**

An employee hired by KPDSB with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Board. Any such claim shall be accompanied by verification of previous related experience. Where in the opinion of the Board such experience is determined to be relevant, the employee shall be placed in that step of the wage progression consistent with one (1) year service for each one (1) year of related experience in the classification. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

### **ARTICLE L17 – JOB POSTING**

#### **L17.01 Job Postings**

(a) When a permanent or temporary vacancy occurs or a new position is created in the bargaining unit, as outlined in Article L4.01, the Employer shall notify the Union. The position will be available internally for a minimum of five (5) working days prior to interviewing outside applicants in order that all members will know about the position and be able to make written application.

If a permanent or temporary vacancy is created by the filling of the initial position, such vacancy shall be posted for five (5) days. Employees who applied to the initial posting may be considered in the second posting for any subsequent transfers. The subsequent transfers will be

filled in accordance with Article 17:03 of those employees that are interested, without further postings. The positions shall be filled within thirty (30) days of the completed posting procedures.

(b) When a permanent vacancy occurs due to retirement, and the Employer has been notified in advance, the Employer will post the position as soon as possible so that the posting procedure can be completed prior to the retirement date.

(c) Vacancies that are known to be longer than three (3) months due to the absence of an Employee will be posted. An Employee who successfully posts into a temporary vacancy shall be returned to their original position at the end of the term, subject to Article L18.00, Layoff, Recall and Re-deployment.

### **L17.02 Information in Postings**

Such notice shall contain the following information:

- Nature of position
- Qualifications in related field
- Required knowledge
- Skills
- Shift
- Wage or salary rate or range
- Location of position

Those qualifications may not be established in an arbitrary or discriminatory manner.

### **L17.03 Recognition of Seniority in Making Appointments**

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service; Therefore, in making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority and having the required qualifications, knowledge, skill ability and or other attributes in accordance with Article L16.01 (Seniority Defined) and L16.02.
- (c) that appointments to temporary positions will not be available to persons already holding full time permanent positions in the same zone.

### **L17.04 Trial Period**

The successful applicant shall be placed on trial for a period equal to that of the probationary period as stated in Articles L16.03 and L16.04. Conditional upon satisfactory service, such trial promotion or transfer shall become permanent upon completion of the trial period. In the event that an Employee who is transferred proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and at the former wage or salary. If within the first twenty (20) working days in the new position, the employee wishes to return to his former position, he may do so by providing a request in writing to the employer. Any other Employee promoted or transferred because of a rearrangement of positions shall also be returned to his former position and wage or salary without loss of seniority.

**L17.05 Union Notification**

The Union shall be notified of all appointments, hirings, layoffs, transfers extending beyond one month, recall and terminations of employment within the bargaining unit.

**L17.06 Temporary Vacancies in Custodial Positions**

(a) Day Shift Call-Ins

The most senior, qualified Custodian on evening shift will be called in for any day shift vacancies.

**ARTICLE L18 – LAY-OFF, RECALL AND REDEPLOYMENT**

**L18.01 Layoff and Recall Procedure**

(a) Definition of Layoff

Layoff shall include a reduction in the normal daily or weekly hours of work of one or more full-time or regular part-time Employees.

(b) Layoff Procedure

In the event of a lay off, Employees shall be laid off from their work location in the reverse order of their seniority within their job classification subject to the ability and qualifications of the remaining staff to fill the non-redundant position.

For the purposes of bumping, six (6) Attendance Areas will be established:

Red Lake – Red Lake District High School, Golden Learning Centre, Ear Falls Public School, Red Lake-Madsen Public School



Dryden – Dryden High School, Lillian Berg Public School, Open Roads Public School, New Prospect Public School, Sioux North High School, Sioux Mountain Public School, Ignace Public School, Dryden Regional Cultural and Training Centre, and the former Queen Elizabeth District High School site

Kenora – Beaver Brae Intermediate and Secondary School, Evergreen Public School, Keewatin Public School, King George Public School, Valleyview Public School, Sioux Narrows Public School

Upsala – Upsala Public School

Pickle Lake – Crolancia Public School

Savant Lake – Savant Lake School

(c) Employees Subject to Layoff

An Employee who is subject to lay off shall have the right to either:

- (i) accept the layoff; or
- (ii) displace another Employee who has lesser bargaining unit seniority, and having the required qualifications within their zone. Such Employee so displaced shall be laid-off subject to their rights under this clause. If the laid-off Employee cannot displace an Employee with lesser bargaining unit seniority or there are no Employees with lesser bargaining unit seniority within their respective zone, then the laid-off Employee may displace any Employee outside of their zone who has lesser bargaining unit seniority and having the required qualifications.

(d) Laid Off Employees

An Employee declared laid off must exercise their bumping rights under (c) above within ten (10) working days following the notification of lay off and shall give written notice of their decision. Employees failing to do so will be deemed to have accepted the lay off. In the event the employee takes the lay off and does not wish to go on the casual list, then the Record Of Employment will be processed following the Employee's last pay.

**L18.02 Recall Procedure**

- (a) Employees shall be recalled in order of seniority to a position within the bargaining unit as they become available, provided the employee subject to recall has the abilities and qualifications to perform the duties in accordance with Clause L17.03.

Employees may refuse the recall if the position is outside their respective zone and shall remain on the recall list for any future recalls.

- (b) It is the sole responsibility of the Employee who has been laid off to notify the Board of their intention to return to work within seven (7) days from the date notification was provided to the Employee and to return to work within twenty-one (21) days from the date notification was given to the Employee or such other later time as mutually agreed or determined by the Board. It is understood that the notification by mail shall be deemed to have been received within three (3) days from the date it was sent.
- (c) Where the Employee fails to notify the Board of their intention to return to work in accordance with (b) or refuses the job, they shall lose all seniority and be deemed to have quit the employ of the Board.
- (d) Employees who have recall rights under this Clause, may choose to have their name placed on the Casual Custodial list. First priority of any available work will be offered to those employees as per the Board's normal call-in procedure.
- (e) This Clause will not apply to employees laid off for a period of two (2) years or more.

#### **L18.03 Notice of Layoff**

In the event of a proposed layoff of a permanent or long term nature or the elimination of a position within the bargaining unit the Employer shall:

1. provide the Union with no less than sixty (60) days notice of the proposed layoff or elimination of a position; and
2. provide to the affected Employee(s) if any, no less than sixty (60) days written notice or pay in lieu thereof.

#### **L18.04 No New Employees**

No new Employees will be hired until those laid off with the required qualifications have been recalled. It is the responsibility of the employee to inform the Employer of any qualifications relevant to the positions within the Bargaining Unit.

#### **L18.05 Redeployment Committee**

In the event of reorganization or a reduction in the workforce, a Redeployment Committee shall be established as soon as possible after the notice of layoff or reduction is given to the Union.

The mandate of the Committee is to:

- i) identify and propose alternatives to the proposed layoff(s) or elimination of position(s) including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted out by the Employer which could be performed by bargaining unit Employees;
- ii) identify vacant positions, or positions which may become vacant, within a twelve (12) month period which are either;
  - a) within the bargaining unit,
  - b) within another CUPE bargaining unit,
  - c) not covered by a Collective Agreement.
- iii) identify retraining needs of workers.
- iv) The parties shall make every effort to find alternatives to layoffs.
- v) The parties will explore voluntary early retirement and severance packages.
- vi) The Redeployment Committee shall be comprised of equal numbers of representatives from the Employer and the Union. Time spent attending such meetings shall be considered work time for which the Union representative shall be paid at the Employee's regular rate.
- vii) The parties will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the committee may direct.
- viii) The Employer will endeavour to provide to the Redeployment Committee all pertinent information necessary for the Committee to carry out its mandate.

#### **L18.06 Severance Pay**

The severance pay to which an Employee covered under the Collective Agreement is entitled, shall be in accordance with the Employment Standards Act.

#### **ARTICLE L19 – HOURS OF WORK**

##### **L19.01 Custodial and Maintenance Employees – Hours of Work**

The regular work week for full time Employees shall be forty (40) hours, Monday to Friday. Thirty (30) minutes shall be allowed for lunch. Two fifteen (15) minute coffee breaks will be allowed during each eight (8) hour shift. Regular working hours for maintenance staff will be 7:00 a.m. to 3:00 p.m. Regular working hours for custodial staff will be 3:00 p.m. to 11:00 p.m.

For shifts of less than eight (8) hours the following breaks will be provided:

Five-hour shift – ½ hour break

Six-hour shift – ½ hour, plus 15 minute break

Seven-hour shift – same as eight hour shift

The commencement of the maintenance shift may be changed upon the mutual consent of the employee and supervisor or designate, and the Union shall be notified of any change.

Employees are expected to remain on the premises during their half hour paid lunch break, except with the approval of their Worksite Supervisor. Employees called to work during the half hour paid lunch break will be allowed to take the unused portion of the lunch break later in the shift.

#### **L19.02 Custodial Hours of Work During Vacation Breaks**

During P.D. Days, Christmas, exam week, summer vacations, and the March break, the work week shall be Monday to Friday inclusive 7:00 a.m., to 3:00 p.m., daily, subject to the direction of the Worksite Supervisor, in consultation with the Facility Manager, based on operational need.

Notwithstanding the above, the start time on P.D. Days may be varied to recognize a proper rest period.

#### **L19.03 Split Shift**

Employees required to work a split shift will qualify for a split shift allowance of three dollars (\$3.00) per shift.

#### **L19.04 Summer Break – Compressed Work Week**

An Employee has the option to put in a written request to the Human Resources Department by May 15<sup>th</sup> of each year to indicate their choice of work schedule for the period of July 1<sup>st</sup> to August 15<sup>th</sup> of that year. This schedule cannot be changed after July 1<sup>st</sup>. In the event that there is not enough coverage for Monday and/or Friday, the implementation of a compressed work week will be put on hold until it can be worked out amongst employees, in consultation with Human Resources and a Facility Department Supervisor.

## **ARTICLE L20 – HOLIDAYS**

### **L20.01 List of Holidays**

The Employer recognizes the following as paid holidays:

New Year's Eve (½ day)	August Civic Holiday
New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Eve (½ day)
Victoria Day	Christmas Day
Canada Day	Boxing Day
Family Day	

Insofar as Canada Day, Christmas and New Year's holidays are concerned, the Employer shall establish, each year, what the actual days off will be, in order to ensure that the same dates are enjoyed by the entire administrative staff and to overcome confusion when the above-mentioned days fall on weekends. Should another statutory holiday be proclaimed, it shall be recognized.

### **L20.02 Remembrance Day**

In lieu of November 11<sup>th</sup>, a floating holiday shall be granted to Employees during the school year, to be taken at a time mutually agreed upon between the Employee and the Employer. The Employee must be an active employee prior to and including November 11<sup>th</sup> of each school year in order to be granted the November 11<sup>th</sup> floating holiday. Any Employee hired on or after November 12<sup>th</sup>, in each school year will not be entitled to the floating holiday for the current school year in which they were hired.

## **ARTICLE L21 – OVERTIME**

### **L21.01 Minimum of Overtime**

Overtime work shall normally be on a voluntary basis. The Employer shall endeavour to keep overtime to a minimum.

### **L21.02 Work Over 40 Hours Per Week (Maintenance and Custodial)**

Work performed on the direction of the Employer by the employees in excess of forty (40) hours per week, other than evening work as outlined in L21.03, shall be counted as overtime and will be paid at the rate of time and one-half. An Employee will have the option of time off, to a maximum of ten (10) days, at the equivalent overtime rate, at a time mutually agreed upon by the Employer and the Employee. For Custodial staff, this time will be scheduled only during the March, Christmas and summer breaks, unless otherwise mutually agreed. Any hours banked and not taken as lieu time in the school year in which they were earned, will be paid out on the last pay

in August. Where requested, in writing, prior to August 1<sup>st</sup>, Employees will be allowed to carry over forty (40) hours of overtime from school year to school year.

An Employee who is required to work on a paid holiday, in addition to holiday pay, will receive time and a half for the hours worked, or equivalent time off at the rate of time and one half, at a time mutually agreed upon by the Employee and the Employer. For overtime worked on New Year's Day, Easter Sunday and Christmas Day, Employees will be paid at double time or equivalent time off at a rate of double time.

**L21.03 Community Use, Student Activities, Elections, etc.**

When an Employee, at the request of the Employer, works overtime to provide custodial services and supervision for student activities, elections, community use of schools, Hallowe'en, etc., they shall be paid at the rate of time and one-half. They shall be on duty one-half hour preceding the opening time of such an event and this half-hour shall be counted as part of their overtime. The Employee shall take time after all have departed to inspect the building for fire hazards, to lock and secure all doors and to leave the building in a safe condition.

**L21.04 Call-in**

An Employee shall be guaranteed pay for a minimum period of two (2) hours when called in to work in the evenings or on weekends.

An employee who is called in and required to work between 11:00 p.m. and 7:00 a.m., shall be paid the greater of double time or minimum of four hours of straight time for those hours worked prior to the earlier of 7:00 a.m.

This Clause shall not apply where the Employee has been called in to fill another Employee's regularly scheduled shift.

**ARTICLE L22 – VACATIONS**

**L22.01 Eligibility**

Employees become eligible for vacation entitlement on September 1<sup>st</sup> of each year and are eligible to take vacation days in the year in which they are earned. Employee's first year of vacation entitlement will be calculated on a pro-rated basis from their start date.

**L22.02 Length of Vacation for Service**

Employees shall receive an annual vacation with pay in accordance with credited service as follows:

In First Year	Two (2) weeks (pro-rated from start date)
In Third Year	Three (3) weeks

In Ninth Year	Four (4) weeks
In Fifteenth year	Five (5) weeks

One day per complete year of service in excess of twenty years, to a maximum of ten (10 days).

**L22.03 Holidays During Vacation**

If a paid holiday falls or is observed during an Employee’s vacation, they shall be granted an additional day of vacation for each holiday, in addition to their regular vacation time.

**L22.04 Utilization at Retirement**

An Employee may choose to utilize vacation entitlement immediately preceding their retirement date. It is agreed and understood that if an employee chooses this option, their retirement date is set and will not be adjusted. Any use of other leave provisions (ie. compassionate leave, bereavement leave, sick leave, etc.) during their vacation period will not extend or change the retirement date. All remaining vacation entitlement will be paid out upon retirement. Statutory holidays during this period will be recognized.

**ARTICLE L23 – SICK LEAVE PROVISIONS**

**L23.01 Pay During Sick Leave**

Pay during sick leave is for the sole and only purpose of protecting the Employee against loss of income when that person is legitimately ill or injured.

**L23.02 Notification of Sick Leave**

Employees must notify their Worksite Supervisor at least two (2) hours before the scheduled start of their daily shift if they are not able to report to work for that day. Employees scheduled to work a shift that commences at 3:00 p.m. or later, must notify their Worksite Supervisor at least four (4) hours before the scheduled start of their daily shift if they are not able to report to work for the day. Failure to give the required notice will result in loss of pay or compensation for that day unless the Board determines otherwise.

**L23.03 Notification to Return to Work Following Sick Leave**

Employees returning to work after being absent must advise their Worksite Supervisor of their intention to return to work at least six (6) hours before the beginning of their scheduled shift. If an Employee returns to work without giving the required notice, the employee’s commencing shift may be delayed twenty-four (24) hours; or if a replacement worker has reported to work for the same shift, the cost of wages for the replacement worker may be deducted from the Employee’s wages for that shift.

#### **L23.04 Medical Certificates**

Medical certificates of illness and/or fitness to return to duties may be required by the Director of Education, or designate. Medical certificates will be paid for by the Board if they have been requested by the Board.

#### **L23.05 Eligibility for Sick Leave**

To be eligible for sick leave, an employee must be legitimately ill or injured and confined to home or hospital, or be under the care of a doctor. An employee cannot claim sick leave benefits for: scheduled days off, maternity leave, or personal business.

#### **L23.06 Salary When Sick Leave Credit Exhausted**

Salary payments will cease when sick leave credits are exhausted. The Employee will be considered to be on a leave of absence without pay (subject to the provisions of the Seniority section) and may continue participation in group benefit coverage provided the plan permits such continuation and provided the Employee reimburses the Board for one hundred percent (100%) of the group premiums.

### **ARTICLE L24 – W.S.I.B.**

#### **L24.01 W.S.I.B. Claims**

An Employee who is eligible for and receives approval of a claim by the W.S.I.B. shall be on a paid leave of absence, with no reduction in net salary or other rights under the Collective Agreement.

#### **L24.02 No Termination for Employees on W.S.I.B.**

The Board will not terminate an employee in receipt of W.S.I.B. or L.T.D. payments so long as it is necessary for the employee to remain on the Board's register for pension purposes.

An Employee who is absent from work and is claiming WSIB benefits shall retain their position for twenty-four (24) months from the initial absence.

#### **L24.03 Modified Work**

The Board will continue to implement the Keewatin-Patricia District School Board Accommodated Work Program.



## **ARTICLE L25 – STUDENT SUPERVISION**

**L25.01** The Board and the Union agree that, in no case, shall general student supervision be assigned to a classification of position in this bargaining unit.

This does not diminish any employee's obligation to assist in emergency situations under the *Safe Schools Act*.

## **ARTICLE L26 – LEAVE OF ABSENCE**

### **L26.01 For Union Business**

Employees shall not suffer any loss of pay when the permission of the Employer has been given to leave their employment temporarily in order to carry on negotiations with the Employer or with respect to a grievance.

### **L26.02 Union Conventions and Meetings**

Leave of absence with pay and without loss of seniority may be granted upon request to the Employer, to employees elected or appointed to represent the Union at Union conventions. Leave of absence with pay may be granted to employees to attend executive and committee meetings of CUPE, its affiliated or chartered bodies. The Board will invoice the Union for the cost of such leaves on a quarterly basis.

Notwithstanding the foregoing, leave of absence with pay and without loss of seniority may be granted upon request to the Employer to employees elected or appointed to represent the Union at union conventions or seminars. Such leave shall be limited to a total of ten (10) employee days per school year. The Worksite Supervisor, may approve additional leaves for union business above the ten (10) days based on ability to replace.

The Board will invoice the Union on an annual basis for the cost of any days utilized over 10 days per school year except days utilized for purposes of negotiations.

### **L26.03 Bereavement Leave**

Any permanent Union employee shall be allowed a leave, with pay up to a maximum of five (5) consecutive working days in cases where such employees suffer a death of an immediate family member as defined below. Such leave shall be granted commencing the first working day following the day of death, without loss of salary or deduction from Sick Leave. The absence on the day of death is not included in the calculation of the leave, if within the employee's regularly scheduled working hours. Where burial occurs out of town, such time off shall include, as well, reasonable travelling time.

If the day(s) of service (funeral, burial, celebration of life) are not within the allotted consecutive five (5) days, then a portion of the allotted days may be applied at a future time on the day of service. Additional travel time may be granted at the discretion of the Worksite Supervisor, or designate, in consultation with Human Resources.

Immediate Family includes:

- spouse (includes both married and unmarried couples, of the same or opposite genders)
- parent, step-parent, foster parent, legal guardian, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
- spouse of the employee's child
- spouse of the employee's sibling
- sibling of the employee or the employee's spouse
- relative of the employee who is dependent on the employee for care or assistance

#### **L26.04 Pregnancy and Parental Leave**

With the exception of maternity benefits, a leave of absence without pay and without loss of seniority shall be granted for pregnancy and parental in accordance with the terms of the Employment Standards Act and amendments thereto. An employee shall accumulate seniority during pregnancy and parental leave.

##### **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.

#### **L26.05 Jury or Court Witness Duty**

The Employer shall grant leave of absence without loss of seniority or pay to an employee who serves as a juror or witness in any court provided the employee is not a party in the action.

#### **L26.06 General Leave, Leave for Public Office or Union Office**

a) The Employer may grant leave of absence without pay to an employee requesting in writing such leave for a good and sufficient reason. Leaves of absence for the purpose of obtaining alternate employment will not be granted.

#### **L26.07 Compassionate/Indigenous Leave**

Compassionate leave of up to five (5) days per school year may be granted to an employee without loss of salary in the event of an unexpected/emergent serious illness or injury to a member of the employee's immediate family. Further time may be granted and deducted from the employee's vacation entitlement. This leave to be granted by the Worksite Supervisor.

Immediate Family includes:

- spouse (includes both married and unmarried couples, of the same or opposite genders)
- parent, step-parent, foster parent, legal guardian, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
- spouse of the employee's child
- spouse of the employee's sibling
- sibling of the employee or the employee's spouse
- relative of the employee who is dependent on the employee for care or assistance

One (1) day of compassionate leave may be granted by the Worksite Supervisor or designate for the purpose of attending the memorial service of a close friend or family member not covered by the bereavement clause.

b) People of Indigenous descent shall receive 2 paid days to be used for the following purpose:

(i) Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three (3) consecutive hours free from work.

(ii) Attendance at Indigenous cultural/ceremonial events an employee who uses the Indigenous leave provision will have their compassionate leave days reduced by the number of Indigenous leave days taken.

#### **L26.08 Quarantine**

Leave with pay and without loss of benefits, experience or seniority shall be granted to an employee for a period of quarantine when declared by the Medical Officer of Health or designate.

If an employee is prevented from working at their usual work site as a result of an order by the Medical Officer of Health, or designate, the employee may be reassigned without loss of benefits, experience, or seniority.

### **ARTICLE L27 – DEFERRED SALARY LEAVE PLAN**

#### **L27.01 Leave of Absence**

The purpose of this plan is to fund a leave of absence. A one (1) year leave of absence may be granted to an employee, and through deferral of salary, the leave will be financed. Leave will be taken in the final year of the plan except as provided for below. The leave must commence no later than six (6) years after the date salary deferrals commence. The employee shall not receive any additional remuneration from the Board during the year of leave other than the money in the Deferred Salary Leave Plan (DSLPL) account.

#### **L27.02 Written Application for Deferred Salary Leave Plan**

An Employee must make written application to participate in the Deferred Salary Leave Plan to the Director of Education, or designate. The application must include a schedule specifying the years involved and the proposed percentage of salary deferral each year. The Employee must give a commitment, in writing, to continue to work for the Board for a period of one (1) year commencing from the Employee's date of return to work from the leave.

#### **L27.03 Recommendations Concerning Leave Applications**

If the Director of Education, or designate, wish to make recommendations concerning the leave application, such recommendations must be received by the employee in writing.

#### **L27.04 Responses to Leave Applications**

Acceptance or rejection of the leave plan application by the Board shall be in writing, setting out the terms and conditions of the leave, or explaining the reasons for denial, within sixty (60) days from the date of application.

#### **L27.05 Payment of Salary and Benefits**

The payment of salary, benefits and the timing of the one (1) year of leave of absence shall be as follows:

- a) In each year of the plan, preceding the year of leave, the employee will be paid an agreed upon percentage of their regular base salary. The remaining percentage of salary will be deferred and this amount will be retained for the employee by the Board to finance the year of leave. The percentage of salary deferred each year cannot exceed thirty-three and one-third (33 1/3 %) of the employee's regular base salary.
- b) The deferred salary will be deposited in an individual Deferred Salary Leave Plan (DSLPL) account established by the Board. The interest credited to the accounts will be at rates determined by the financial institution. Any interest credited to the Deferred Salary Leave account during a calendar year will be paid to the employee at the end of the calendar year if required by Canada Revenue Agency.
- c) Salary payments will be made on the employee's regular pay day. Deposits to the Deferred Salary Leave (DSLPL) accounts will be made on the employee's regular month end pay date.
- d) During the year leave, the employee may continue to participate in the Board's group insurance plans provided the insurance carrier allows continued participation and the employee pays one hundred percent (100%) of the applicable premiums.
- e) All amounts deferred shall be paid to the employee by the end of the taxation year following the year that the salary deferral period ended.

#### **L27.06 Returning to Work**

On returning from leave, the employee will be returned to their former position.

### **L27.07 Sick Leave Credits**

Sick leave credits will not accumulate during the year the employee is on leave.

### **L27.08 Seniority**

The year of leave will count as credited service for seniority purposes and for Retirement Benefit purposes.

### **L27.09 Withdrawal**

Any Employee may withdraw from the plan at any time prior to ninety (90) days from the date on which the leave is scheduled to begin. Notice of such withdrawal must be made, in writing, to the Human Resources Manager.

### **L27.10 Payment of Salary Following Withdrawal**

An Employee withdrawing from the plan as provided for above, will be paid a lump sum amount equal to the amount of salary deferred plus interest earned and unpaid to the date of withdrawal from the plan. Such a lump sum payment will be subject to any lawful or required deductions.

### **L27.11 Employee Death**

If an Employee should die while participating in the plan, the balance of deferred salary and interest in the individual deferred salary leave account held for the employee will be paid to the Employee's beneficiary upon receipt by the Board of proper notice.

### **L27.12 Postponement of Leave of Absence**

Employees may postpone the year of leave for one (1) year at the discretion of the Director of Education, provided the postponement does not cause a violation of any plan restrictions. Notice of intent, with reasons to defer the year, must be made in writing, within ninety (90) days from the date the leave is scheduled to begin.

### **L27.13 Restrictions of Salary and Wages**

During the year of leave, the Employee cannot receive any salary or wages from the Board other than the amounts deferred under the plan.

### **L27.14 Contracts for Leave of Absence**

Employees wishing to participate in the plan will be required to sign a contract supplied by the Board before final approval of participation will be granted.

### **L27.15 O.M.E.R.S. Deductions**

O.M.E.R.S. deductions and service credit will be calculated according to O.M.E.R.S. regulations in effect during the term of the plan.

## **ARTICLE L28 – JOB CLASSIFICATION AND RECLASSIFICATION**

### **28.01 Job Descriptions**

The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. Copies of such job descriptions will be provided to the Union.

Furthermore, the Employer will provide the Union with a highlighted copy of all changes that have occurred since the last description was sent.

### **L28.02 No Elimination of Present Classifications**

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

### **L28.03 Changes in Classifications**

The Employer shall prepare a new list of job duties whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay for the above shall be subject to negotiations between the Employer and the Union.

Failing satisfactory settlement, the dispute between the parties shall be referred to grievance and arbitration process.

### **L28.04 Job Classification**

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be

submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

**ARTICLE L29 – MISCELLANEOUS**

**L29.01 Equal Pay for Equal Work**

The principle of equal pay for equal work shall apply, regardless of sex.

**L29:02 Pay Equity**

The parties agree that the CUPE job classes and genders are as follows:

Job Class	Gender
Trades/Maintenance	Male
Head Custodian	Male
Custodian	Male

Furthermore, the parties agree that the Bargaining Unit is pay equity compliant due to the fact that all of the job classes are male dominated.

**L29:03 Pay Equity Maintenance**



The parties will meet annually for the purpose of maintaining Pay Equity. All aspects of Pay Equity Maintenance will be done by a joint committee comprised of Union and Employer representatives

#### **L29.04 Travel Allowance**

Employees using their own automobiles for the Employer's business shall be paid a kilometre rate as per Board policy.

#### **L29.05 Part-Time Employees**

Permanent part-time Employees shall receive the wage rates and conditions of employment specified in this agreement on a pro-rata basis according to their regular hours of work.

#### **L29.06 Temporary Transfer**

When an Employee is temporarily assigned the duties of a higher paying position or classification, they shall receive the rate of pay of the job.

When an Employee is temporarily assigned the duties of a lower paying position or classification, they shall not receive any reduction in wages.

### **ARTICLE L30 – GENERAL**

#### **L30.01 Bulletin Boards**

The Employer shall provide bulletin boards which shall be placed so that employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

#### **L30.02 Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the office of the Human Resources Manager and the Secretary of the Union.

#### **L30.03 Resolutions and Reports of the Board**

The Employer agrees that any report, recommendations, or resolutions dealing with matters that affect employees within this bargaining unit, shall be communicated to them, upon request, excepting 'in camera' sessions of the Board.

#### **L30.04 Criminal Background Checks**

The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 of *The Education Act* or any other subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Manager of Human Resources and those personnel designated by the Manager of Human Resources. The Manager of Human Resources shall, upon request, inform the Union of the names of those so designated.

The Board shall not release any information about an employee obtained pursuant to Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.

The Board shall consult with the Union regarding any changes to the Board's policy or operating procedures with respect to criminal background checks and any changes the Board makes to the offence declaration form.

#### **L30.05 Job Training**

The Employer agrees to provide appropriate on-the-job training wherever possible including training on job-related equipment.

### **ARTICLE L31 – FOOTWEAR ALLOWANCE**

#### **L31.01 Footwear Allowance**

The Employer will reimburse custodial employees up to two hundred dollars (\$200.00) per year for the purchase of one pair of anti-slip footwear, upon the presentation of an appropriate receipt.

The Employer will reimburse all trades/maintenance employees up to three hundred dollars (\$300.00) per year for the purchase of one pair for safety footwear, upon presentation of an appropriate receipt.

### **ARTICLE 32 – TECHNOLOGICAL CHANGE/CHANGE OF OPERATION**

#### **L32.01 Technological Change/Change of Operation**

If the Board plans to introduce new equipment or revised operating procedures which will result in the elimination of an existing position, or positions, or the number of hours worked in an existing position or positions, the Board agrees to inform the Union of the planned changes at least sixty (60) calendar days prior to implementation. If the introduction of new equipment should create a new position or additional responsibilities to existing

positions then the Board agrees to inform the Union within sixty (60) calendar days to discuss appropriate compensation.

### **ARTICLE L33 – HEALTH AND SAFETY**

#### **L33.01 Joint Health and Safety Committee**

The Joint Health and Safety Committee structure is hereby incorporated into this Collective Agreement. There shall be no loss of remuneration for members representing the Union while attending meetings of this committee during regular working hours.

### **ARTICLE L34 – WAGE SCHEDULE**

#### **L34.01 Wage Schedule**

The wage schedule is restructured as outlined in Schedule “A”.

#### **L34.02 Pay Days**

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule “A” attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions. Such itemized statement shall show the actual hours worked.

### **ARTICLE L35 – TERM OF AGREEMENT**

#### **L35.01 Agreement to Continue in Force**

Both parties shall adhere to the terms of this Agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms, mutually agreed upon, shall unless otherwise specified, apply retroactively to that date.

### **ARTICLE L36 - PROTECTION FROM VIOLENCE**

The Board acknowledges that employees should be protected, where possible, from violent unprovoked behavior. The parties to this agreement agree to work jointly through the JOHSC to address these issues through policy and procedure development that better ensures employee safety in the workplace.

The Parties recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary as per Board Policy. (Policy 706, Employee Code of Conduct, Policy 708 Respectful

Working and Learning Environment: Conflict Prevention and Resolution, Policy 709, Workplace Harassment and Policy 711, Workplace Violence).

**KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD**  
**APPENDIX A – WAGE SCHEDULE**

Trades/Maintenance

Level Four (4) is the maximum level achievable for employees without an electrician, carpenter, plumber, industrial mechanic/millwright, or gasfitter II, or any other trade certificate.

Level Five (5) is the maximum level achievable for employees with an electrician, carpenter, plumber, industrial mechanic/millwright, or gasfitter II.

Notwithstanding the foregoing, Maintenance Employees without a ticket can reach Level (5) with 9 years experience with the Board.

New Employees starting with the Board with a trade certificate will start at Level 1 while new employees starting without a trade certificate will start at Level 0.

Job Title	Effective Date	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Casual Custodian	Sept 1, 2022	21.88									
	Sept 1, 2023	22.88									
	Sept 1, 2024	23.88									
	Sept 1, 2025	24.88									
Custodian	Sept 1, 2022	22.57	24.23	24.75	25.07						
	Sept 1, 2023	23.57	25.23	25.75	26.07						
	Sept 1, 2024	24.57	26.23	26.75	27.07						
	Sept 1, 2025	25.57	27.23	27.75	28.07						
Head Custodian	Sept 1, 2022	25.34	25.73	26.07	26.47	26.83					
	Sept 1, 2023	26.34	26.73	27.07	27.47	27.83					
	Sept 1, 2024	27.34	27.73	28.07	28.47	28.83					
	Sept 1, 2025	28.34	28.73	29.07	29.47	29.83					
Electrical Systems Technician	Sept 1, 2022	0.00	27.28	27.65	28.07	28.46	31.04	31.88			
	Sept 1, 2023	0.00	28.28	28.65	29.07	29.46	32.04	32.88			
	Sept 1, 2024	0.00	29.28	29.65	30.07	30.46	33.04	33.88			
	Sept 1, 2025	0.00	30.28	30.65	31.07	31.46	34.04	34.88			
Trade/Maintenance-With Trade	Sept 1, 2022	0.00	27.28	27.65	28.07	28.46	31.04				
	Sept 1, 2023	0.00	28.28	28.65	29.07	29.46	32.04				
	Sept 1, 2024	0.00	29.28	29.65	30.07	30.46	33.04				
	Sept 1, 2025	0.00	30.28	30.65	31.07	31.46	34.04				
Trade/Maintenance-Without Trade	Sept 1, 2022	26.90	27.28	27.65	28.07	28.46	28.46	28.46	28.46	28.46	31.04
	Sept 1, 2023	27.90	28.28	28.65	29.07	29.46	29.46	29.46	29.46	29.46	32.04
	Sept 1, 2024	28.90	29.28	29.65	30.07	30.46	30.46	30.46	30.46	30.46	33.04
	Sept 1, 2025	29.90	30.28	30.65	31.07	31.46	31.46	31.46	31.46	31.46	34.04
Casual Custodian Temp	Sept 1, 2022	22.57									
	Sept 1, 2023	23.57									
	Sept 1, 2024	24.57									
	Sept 1, 2025	25.57									

**LETTER OF UNDERSTANDING**

**Between**

**THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD  
(hereinafter referred to as the “Board”)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1939  
(hereinafter referred to as the “Union”)**

**OMERS CONTRIBUTORY EARNINGS**

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

**Definition of contributory earnings**

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

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (e.g. percentage paid in addition to base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);

- ongoing special allowances (e.g. flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing-long-service-pay – (extra pay-for-completing-a-specified-number-of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be “kept whole” e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (e.g. educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance [that is, expenses are not reimbursed] then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member’s pension will begin on the first day of the month following the revised retirement date.

**LETTER OF UNDERSTANDING**

**Between**

**THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD  
(hereinafter referred to as the “Board”)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1939  
(hereinafter referred to as the “Union”)**

**CONTRACTING IN/CONTRACTING OUT**

The parties agree that the Ontario Ministry of Education provides sufficient funding to allow all CUPE Bargaining Unit work to be performed by CUPE members and therefore agree as follows:

- The Labour/Management committee will endeavour to develop plans to return bargaining unit work presently contracted out to bargaining unit members at the end of the existing contract period or sooner;
- That no new bargaining unit work shall be contracted out effective immediately



LETTER OF AGREEMENT

Between

THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD  
(hereinafter referred to as the “Board”)

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1939  
(hereinafter referred to as the “Union”)

**Grandfathering of former DSA Employees**

Employees to whom this agreement shall apply:

Delphus Gray – Upsala School

The parties agree that individuals hired to positions after September 1, 2010, are deemed to be employees of Keewatin-Patricia District School Board and are subject to the terms and conditions of the current collective agreement between C.U.P.E., Local 1939 and the Keewatin-Patricia District School Board.

Furthermore, should any of the above employees move from their present location, the terms and conditions outlined herein shall cease to apply and they shall be subject to all of the terms and conditions of the current collective agreement between C.U.P.E., Local 1939 and the Keewatin-Patricia District School Board.

**Seniority**

The following have been agreed to as the seniority dates:

Delphus Gray            January 7, 2008

**Leaves of Absence**

Delphus Gray shall be entitled to one (1) day with pay for compassionate/bereavement leave on any one occasion, for bereavement beyond the immediate family definition of spouse, son, daughter, father, mother, grandfather, grandmother, brother, sister, father-in-law, mother-in-law or guardian.

**Footwear Allowance**

For purposes of this article, Delphus Gray will be paid at the Maintenance rate.

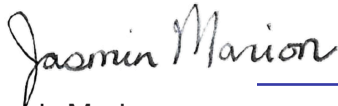
All negotiations for renewal, amendment, modification of this Agreement shall be subject to the terms of the Ontario Labour Relations Act, R.S.O. 1970, amendments thereto or successors thereof.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed under the hands of the respective proper officers in that behalf:

SIGNED this 18th day of \_\_\_\_\_ July\_\_\_\_, 2023

**FOR THE KEEWATIN-PATRICIA  
DISTRICT SCHOOL BOARD**

**FOR THE CUPE LOCAL 1939**



Jasmin Marion  
Human Resources Manager



Karen Hall  
President, CUPE, Local 1939



Christy Radbourne  
Director of Education



Corey Nageleisen  
National Representative, CUPE