

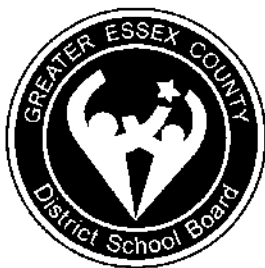
# **COLLECTIVE AGREEMENT**

**between**

**THE GREATER ESSEX COUNTY  
DISTRICT SCHOOL BOARD**  
(hereinafter called "The Board")

**and**

**The Canadian Union of Public Employees  
and its'  
Local 27**  
(hereinafter called the "Union")



**EFFECTIVE: September 1, 2022 to August 31, 2026**

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## CUPE – PART A: CENTRAL TERMS

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

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

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

#### C1.2 Implementation

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

#### C1.3 Parties

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

#### C1.4 Single Collective Agreement

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

### C2.00 DEFINITIONS

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

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

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

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

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

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

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

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**

- 1) 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.

- 2) 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 Mediation**

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.
- c) Timelines shall be 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.
- a) 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 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**

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

### **C6.00 SICK LEAVE**

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

##### **Definitions:**

The definitions below shall be exclusively used for this article.

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

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

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

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

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

**“Casual Employees”** means,

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

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

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

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

**a) Sick Leave Benefit Plan**

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

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

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

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

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

**Permanent Employees**

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

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

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

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

#### **d) Eligibility and Allocation**

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

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

#### **Permanent Employees**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**f) WSIB & LTD**

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

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

**g) Graduated Return to Work**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent fiscal year worked. Each top-up to 100% from 90 to 100% requires the corresponding fraction of a day available for top-up.

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

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

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

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

### **C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

#### **C7.1 Preamble**

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

#### **C7.2 Membership**

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

#### **C7.3 Co-Chair Selection**

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

#### **C7.4 Meetings**

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

### **C7.5 Agenda and Minutes**

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

### **C7.6 Without Prejudice or Precedent**

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

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

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

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

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

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

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

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

## **C10.00 CASUAL SENIORITY EMPLOYEE LIST**

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

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

### **Negotiations Committee**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**APPENDIX A**

<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

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



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

First Day of Absence:

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

Date of Assessment:  
**dd mm yyyy**

No limitations and/or restrictions

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

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

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

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

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

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

<b>COGNITIVE (if applicable)</b>			
<b>Attention and Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision-Making/Supervision:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
<b>Ability to Organize:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities ( <i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i> ).			
Additional comments on <b>Limitations (not able to do) and/or Restrictions (<u>should/must</u> not do) for all medical conditions:</b>			

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

<p>From the date of this assessment, the above will apply for approximately:</p> <p><input type="checkbox"/> 1-2 days   <input type="checkbox"/> 3-7 days   <input type="checkbox"/> 8-14 days</p> <p><input type="checkbox"/> 15 + days   <input type="checkbox"/> Permanent</p>	<p>Have you discussed return to work with your patient?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>
---	--

<p>Recommendations for work hours and start date (if applicable):</p> <p><input type="checkbox"/> Regular full-time hours   <input type="checkbox"/> Modified hours</p> <p><input type="checkbox"/> Graduated hours</p>	<p>Start Date:                      <b>dd    mm    yyyy</b></p>
---	---

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

Has a referral to another Health Care Professional been made?  
 Yes (optional - please specify): \_\_\_\_\_       No

If a referral has been made, will you continue to be the patient's primary Health Care Provider?  
 Yes       No

Please check one:

Patient is capable of returning to work with no restrictions.

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

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

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

**PART 3 – Confirmation and Attestation**

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

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

**Completing Health Care Professional Name:**  
**(Please Print)**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Telephone Number:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

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

Additional or follow up information may be requested as appropriate.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

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

**AND**

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

**Re: Status Quo Central Items**

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

**Issues:**

- 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')**

**AND**

**The Crown**

**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')**

**AND**

**The Crown**

**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')**

**AND**

**The Crown**

**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 wellbeing 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 UNDERSTANDING #13**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: 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**

## **PART B – LOCAL TERMS**

### **L1 - PREAMBLE**

L1.01 The general purpose of this Agreement is:

- (1) to maintain the existing harmonious relations and settle conditions of employment between the Board and the Union;
- (2) to encourage efficiency in operation;
- (3) to provide a means for the prompt disposition of grievances;
- (4) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

Therefore, the parties agree as follows:

### **L2 - SCOPE**

L2.01 The Board recognizes the Canadian Union of Public Employees and its Local 27 as the sole and exclusive bargaining agent authorized to represent all employees of the Greater Essex County District School Board (the "Board") employed in custodial, building maintenance, **preventative** maintenance, facility maintenance, locksmith and any new or former bargaining unit position, save and except supervisor, person above the rank of supervisor and employees employed by the Board in other bargaining units. For the purpose of clarity, employees employed by the Board in other bargaining units currently include but are not limited to; employees employed as an electrician, carpenter, plumber and/or painter, bricklayer and labourer.

### **L3 - MANAGEMENT RIGHTS**

L3.01 The Union recognizes the right of the Board to hire, direct, classify, transfer, promote, demote, layoff and the right to discipline, suspend or discharge, for just cause any employee subject to the provisions in this Agreement expressly governing the exercise of these rights and subject to the right of a permanent employee to lodge a grievance in a manner and to the extent herein provided.

L3.02 The Union recognizes further the right and duty of the Board to operate and manage its school system in accordance with its obligations and to make and alter from time to time rules and regulations to be observed by employees. Before making or altering such rules or regulations, the Board agrees to discuss same with the Union and in no event shall such rules or regulations be inconsistent with the express provisions of this Agreement.

L3.03 The Board agrees to continue advising the union president of any new initiatives or policy changes which may affect the working condition of employees.

#### **L4 - NO DISCRIMINATION**

- L4.01 (a) The parties hereto agree that the provisions of the Ontario Human Rights Code, the **Occupational Health and Safety Act**, and the Ontario Labour Relations Act as amended periodically shall apply to all employees.
- (b) The Board and Union agree that there shall be no discrimination, interference, restraint, or coercion exercised or practiced with respect to any employee or group of employees in the matter of hiring, wage rates, training, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability, nor by the reason of membership or activity in the Union.
- (c) The Board and the Union agree that **workplace harassment, including** sexual harassment is unacceptable behaviour and it is the responsibility of the Board to maintain a harassment-free workplace.
- L4.02 The Board and the Union agree that for cases of harassment that the Board's policies and administrative procedures will be followed.

#### **L5 - UNION RECOGNITION AND DEDUCTION AND REMITTANCE OF UNION DUES**

- L5.01 Any employee presently a member of the Union and a member of the Union at the time of signing this Agreement, shall, as a condition of continued employment, remain a member of the Union, and further, any new employees of the Board working in the categories as defined by this Agreement, shall, as a condition of employment, become a member of the Union.
- L5.02 The word "permanent" refers to full-time or part-time employees who have passed their probationary period.
- L5.03 The term "probationary employee" when used in this Agreement refers to personnel employed by the Board within the bargaining unit described in Article L5.01 who have not acquired seniority as defined in this Agreement.
- L5.04 (a) The Board reserves the right to employ students on a full-time basis during the months of May, June, July and August in any given year to complement its custodial and maintenance employees. No student will be employed to fill a permanent bargaining unit position or cause any probationary employee to be laid off.
- (b) Students employed during the period mentioned above shall be paid according to the Board's salary schedule rate for students.
- (c) It is understood and agreed that the term student, when used in this Agreement, does not include co-op students. No co-op student will fill a permanent bargaining unit position or cause any probationary employee to be laid off.
- L5.05 (a) The Board agrees to deduct Union dues and special Union assessments applicable to all members and authorized under the Union's constitution, from the pay of every employee within the scope of this Agreement, and to transmit electronically the total amount of such deductions to the Financial Secretary of the Union within one week following the month in which such deductions are made together with a list consisting of:



1. Employee name
2. Employee identification number
3. Total regular wages for each employee for the period being remitted
4. Current dues deducted for each employee
5. Employee group
6. Employee home location
7. Pay number

- (b) All deductions shall be made proportionately from each pay of the month, commencing in the month next following the date of employment, provided that deductions shall commence in the same month for each employee whose date of employment coincides with the first day of the month.
- (c) The Union shall indemnify and save the Board harmless with respect to all claims and demands made against the Board by an employee as a result of the deduction and remittance of dues by the Board pursuant to this Article.

L5.06

- (a) The Board, as part of its orientation program for new employees, will point out the fact that a Union Agreement is in effect, by providing **electronic access to this Agreement**, and that Union dues and other assessments will be deducted in accordance with Article L5.05 of the Agreement.
- (b) During the custodial training course, the Union will be given an opportunity to address new employees on matters that relate to their duties and responsibilities as Union members.
- (c) The Board agrees to provide employees with electronic access to a copy of this Agreement.
- (d) The Board will provide the Union with a list of all the employees in the bargaining unit. This list will include each person's name, job title/classification, home mailing address, home telephone number and employee ID number.

The list will also indicate the employee's employment (full-time, part-time or occasional) and if the employee is on a leave of absence. The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive each year in March and October.

L5.07

- (a) The Board guarantees that employees hired on or before August 31, 2000 will not be laid off.
- (b) The Board agrees to discuss with the Union additions and/or reductions to staff resulting from: (1) additions to existing buildings; (2) construction of new buildings; (3) amalgamation of schools and (4) normal attrition.
- (c) Should it be determined by the Board that due to declining enrollment and/or any other reason there will be a decrease in bargaining unit hours of work or work force, the Board will inform the Union and meet with the Union, within a reasonable time, to discuss staffing implications.
- (d) While it is recognized by both parties that adjustments and staffing may from time to time become necessary, the Board agrees that if it decides not to fill a vacancy created

through normal attrition such attrition will not be used as a method to unreasonably increase the workload of remaining staff members.

- (e) In order to preserve the full-time work force the Board agrees that part-time positions will be limited to no more than **five percent (5%)** of the active work force and will consult with the Union before any increase from the current level.

L5.08 The parties agree that the job descriptions adopted by the Employer from time to time do not form part of this Agreement. Such job descriptions and all subsequent updates shall be provided to the Union upon request.

## **L6 - UNION REPRESENTATION/LABOUR MANAGEMENT**

L6.01 The Board agrees to negotiate either directly or through its representatives with a committee of the Union consisting of five (5) members and its representative from the Canadian Union of Public Employees for the purpose of negotiating amendments to the existing Agreement. The Board agrees to limit its representation to a like number. The Board agrees that there will be no deduction from the pay of the Union representatives on the negotiating committee for meetings held during working hours for a period up to a maximum of eight (8) hours per day for each of its five (5) representatives. It is understood and agreed that there will be no replacement for **CUPE** members while engaged in negotiations.

L6.02 The Union shall notify the Superintendent of Human Resources or designate in writing of the names of the employees constituting the said negotiating committee, the respective effective dates of their appointments and the name of the Chairperson of the committee. Such notification must be received before the Board shall be required to recognize such committee members. The Superintendent of Human Resources or designate will notify the Union of the names of the Board's negotiating committee.

L6.03 Meetings of the aforesaid committee shall be held at a mutually satisfactory time and place. When it is known in advance that such meetings are to be held during the daytime hours, any member(s) of the Union's committee that normally work on the afternoon or midnight shift shall be reassigned to a position on the day shift the day before and the day(s) negotiations are held. Exceptions will be made to any member of the Union's negotiating team who is working the midnight shift so that an employee will not be working a double shift. Management will grant reasonable time for preparation at the Union's expense.

- L6.04
- (a) The Union shall select and the Board shall recognize fifteen (15) stewards. One of which shall be known as the Chief Steward.
  - (b) If it becomes necessary for the steward **during working hours** to leave their place of work to further investigate the complaint, they must notify their supervisor or manager, prior to leaving and upon returning. The steward shall be granted reasonable time to meet with the employee(s) for the purpose of resolving the complaint. When investigation of a grievance on Board time is necessary, the steward shall receive the regular rate of pay.

The Board and the Union agree that the Union will not be charged for lost time when union representation has been requested by management.

- (c) In the event that the area steward cannot be contacted or is otherwise unavailable, the chief steward shall then be requested to serve as the acting replacement. In the event that the chief steward cannot be contacted or is otherwise unavailable, a member of the

executive will be required to serve as the acting replacement. Under such circumstances, the chief steward or an executive member shall have extended to them the same privileges as provided in Article L6.04(b) above for the area steward.

- L6.05 (a) There shall be a Grievance Committee limited to three (3) employees, to be comprised of:
- (i) the Chief Steward or designate;
  - (ii) the President or designate; and
  - (iii) the Steward responsible for the grievance or a designate
- (b) The designate shall be a member of the Bargaining Unit.
- (c) Any one member of the Grievance Committee may be present in Step 2 and Step 3, Article L10.02 of the grievance procedure.
- L6.06 A Labour-Management Relations Committee shall be established consisting of a maximum of five (5) representatives of the Union and five (5) representatives of the Board. Additional representatives may be brought with mutual agreement. The Committee shall concern itself with matters of the following general nature:
- (a) considering constructive criticisms of all activities so that better relations shall exist between the Board and the employees;
  - (b) increasing operating efficiency by promoting co-operation in effecting economy moves;
  - (c) improving service to the public;
  - (d) reviewing employees' suggestions and questions concerning working conditions and service;
  - (e) promoting education and training of the employees.
- L6.07 (a) The Labour-Management Relations Committee shall meet once every two (2) months (July and August excepted), or more frequently if needed, at such time and place as it is mutually satisfactory to both parties. The meeting shall be chaired alternately by the Union and the Board. The Board agrees that there will be no deduction from the pay of the Union representative for meetings held during their normal working hours.
- (b) Employees who participate in any scheduled labour-management meeting shall be deemed to be at work. The attending employees' shift begins at the start of the meeting or a time that is agreeable to both parties.
- (c) The Board will assume the responsibility for recording the minutes of the meeting and circulating them to the members of the Committee. The co-chairs shall **approve** the final minutes.
- L6.08 (a) In matters relating to finance or business, and at the Union's request, the Superintendent of Business or designate, shall attend the Labour-Management Relations Committee Meeting.
- (b) In matters relating to employee relations, and at the Union's request, the Superintendent of Human Resources or designate, shall attend the Labour-Management Relations Committee Meeting.

L6.09 The Union, its members, and/or its agents shall not during the hours of employment or on the Board's premises conduct, or attempt to conduct, Union activities except as expressly provided.

### **L7 - CORRESPONDENCE**

- L7.01 (a) Subject to the provisions herein official correspondence between the parties arising out of this Agreement shall pass to and from the appropriate official of the Board and the Secretary and the President of the Union.
- (b) The Board shall notify the Union Secretary of all new members of the bargaining unit within ten (10) days of commencement of employment.
- (c) A copy of the Board's minutes shall be available on the Board's website.

### **L8 - SENIORITY**

L8.01 Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Board and consistent with the considerations of merit and ability.

L8.02 (a) Seniority lists shall be brought up to date annually and copies of such lists shall be furnished to the Secretary of the Union and copies shall be **distributed electronically to all employees** by not later than November 15<sup>th</sup> of each year. Seniority lists shall be open for revision for thirty (30) days after their posting. After thirty (30) days subject to prior revision the seniority lists shall be deemed to be acceptable to the Union.

A seniority list comprising the employee's full name, job code, date of hire, and seniority/classification date shall be established for each of the following classifications:

- (1) Custodian (including Couriers)
- (2) Building Maintenance
- (3) **Preventative** Maintenance
- (4) Locksmith
- (5) Replacement Custodian

(b) The Board agrees that the current job classifications shall not be deleted, changed or altered without prior consultation with the Union.

L8.03 (a) All new employees of the Board shall be on probation for the first six (6) months of continuous active employment and shall have access to all provisions in the Collective Agreement except those provisions from which they are excluded.

- (b) (i) During the first three (3) months of the probation period probationary employees shall not have access to the Grievance and Arbitration procedure for matters of discipline and discharge.
- (ii) During the next stage of probation from four (4) to six (6) months, the probationary employee shall have access to the Grievance and Arbitration procedure for discipline and discharge. The Board may discipline or discharge for a lesser standard of cause than just cause. In particular such discharge shall be set aside only if the discharge is arbitrary, discriminatory or in bad faith.

- (c) During the said probationary period, if an employee is laid off for any period not exceeding one (1) year, such layoff shall not be deemed to be an interruption of continuous employment but shall not be counted for the purpose of calculating the probation period.

L8.04

- (a) An employee shall only lose seniority in the event of:
  - (i) discharge for just cause provided that the employee is not reinstated;
  - (ii) resignation;
  - (iii) absence from work in excess of five (5) regular working days without giving a satisfactory reason to the Board;
  - (iv) after layoff the employee fails to return to work within seven (7) calendar days after being notified by registered mail to do so unless satisfactory reason for such failure is given by the employee. It shall be the responsibility of the employee to keep the Human Resources Department informed, in writing, of any change of address;
  - (v) retirement;
  - (vi) a layoff for a period equal to the overall seniority of the employee or for a period of two (2) years, whichever is the greater.
- (b) If an employee is absent from work because of sickness, accident or leave of absence approved by the Board, the employee shall not lose seniority rights and shall continue to accumulate seniority for the first two (2) years. If an employee is absent beyond two (2) years, the employee will be placed on indefinite leave of absence with no loss of seniority but without further accumulation of seniority.

Indefinite leave shall continue until the employee proves satisfactorily to the Board that they are able to return to work or until the employee reaches the normal retirement age, whichever comes first.

L8.05

The selection or appointment of employees for supervisory positions or any position not subject to this Agreement is not governed by this Agreement. However, if any employee is awarded temporary supervisory position (without disciplinary responsibility) or any position not subject to this Agreement, that later returns to the bargaining unit within six (6) months (an extension may be granted with mutual agreement), shall be returned to their former position (location and shift). Seniority for such employees will not continue to accumulate while in a supervisory position or position not subject to this Agreement, but such employees shall retain seniority accumulated up to the time of promotion.

## **L9 - DISCIPLINE**

L9.01

- (a) (i) Where a supervisor intends to meet with an employee for purposes that may result in disciplinary action, the supervisor shall notify the employee in advance of the meeting of their right to Union representation. Should the employee refuse Union representation at the meeting, **the decision shall be documented and the Union will be so advised.**
- (ii) Regardless of whether or not an employee decides to have a representative from the Union present at meetings requested by Board supervisors, no employee shall be requested to sign a statement of facts pertaining to their own situation without a Union Steward present.
- (b) Employees will be notified in writing, with a copy to the Union and the employee's personnel file, of any work infraction within ten (10) working days of the incident giving

rise to such work infraction or within ten (10) days of the date the Board becomes aware of the incident giving rise to such work infraction. Employees who are suspended, discharged or otherwise disciplined will be given a written confirmation, with a copy to the Union and the employee's personnel file, within ten (10) working days of the incident giving rise to such suspension, discharge or disciplinary action. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee record for use against them at any time. Any employee may make a written reply to the above-noted correspondence to the Superintendent of Human Resources and the Bargaining Unit President. Such reply will be placed in the employee's personnel file.

- (c) (i) The parties recognize the value of progressive discipline to be corrective in its application. The Board agrees that it will not use past suspensions, disciplinary actions, letters of reprimand and adverse reports against any employee for current infractions provided that such suspensions, disciplinary actions, letters of reprimand and adverse reports have occurred more than twenty-four (24) months from the current infractions and provided that the said employee has an unblemished record for the twenty-four (24) months immediately prior to the date of the current infraction.
- (ii) An employee may request in writing to have a letter removed from their employee file after twenty-four (24) months if that employee has had no additional letters put in their file since the date of the letter in question.
- (d) Provided an employee provides twenty-four (24) hours' notice to the Human Resources Department, an employee shall have the right, during normal business hours, to have access to review their personnel file in the presence of a member of the Human Resources Department and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record. An employee may be accompanied by a Union official when reviewing the file.
- (e) Copies of reprimands will be forwarded to the employee or employees concerned and the Union with ten (10) working days of the reprimand letter.
- (f) During any investigation by the Employer, any permanent member who is suspended from their duties pending the results, the Employer agrees to continue their salaries and benefits for the entire length of their investigation.

## **L10 - GRIEVANCE PROCEDURE**

- L10.01 (a) A group grievance submitted by a group of employees or a policy grievance submitted by the Union or the Board may be initiated at Step 3 of the grievance procedure. Written notice of the grievance shall be submitted to the Superintendent of Human Resources or designate. Such notice shall be filed within five (5) working days after the grievor(s) become(s) aware of the circumstances giving rise to the complaint and a meeting will take place within ten (10) working days. The Superintendent of Human Resources or designate shall reply within five (5) days. If the reply of the Superintendent of Human Resources or designate is not satisfactory, the Union may submit such grievance to arbitration as provided in Article L11 of this Agreement.
- (b) Should any difference arise between the Board and an employee as to the interpretation, application, administration or alleged violation of this Agreement, an

earnest effort to settle such difference without delay shall be made in the following sequence and manner.

- (c) A grievance alleging dissatisfaction with a job posting will be initiated at Step 2 of the grievance procedure provided such grievance is lodged with the Manager of Facility Services or designate within five (5) working days of the event that gave rise to the grievance. In situations where there is no immediate supervisor, the complaint will go directly to Step 2.

L10.02 Prior to filing the grievance any complaint by an employee shall first be discussed with the immediate supervisor in the area. If the immediate supervisor in the area and the employee are unable to resolve the complaint, then the employee shall immediately contact the area steward, who shall contact the immediate supervisor involved in an attempt to resolve the complaint.

If the complaint involves the immediate supervisor then the grievance complaint may be brought to the next level of management.

Step 1 Within five (5) working days of the event which gave rise to the difference, the employee, who shall be accompanied by the steward, shall discuss the complaint with the supervisor in the area. The supervisor in the area shall reply orally within five (5) working days of the discussion during which time the matter at issue will be discussed with the Manager of Facility Services or designate.

Step 2 Failing satisfaction, the employee shall, within five (5) working days of the reply of the immediate supervisor above, reduce the grievance to writing detailing the article(s) which is alleged to have been violated. The grievance, signed by the grievor or Union Official, shall be submitted to the appropriate manager or designate who, together with the appropriate supervisor, shall endeavour to settle the dispute and shall reply in writing within five (5) working days of discussion with the employee and the appropriate Union Official.

Step 3 Failing satisfaction, then within five (5) working days after receipt of the reply of the appropriate manager or designate in Step 2 above, the Union may submit the grievance to the Superintendent of Human Resources or designate, who shall meet with the Grievance Committee, which may include the grievor, within ten (10) working days of receipt of the grievance. Given advanced notice of the grievor attending, best efforts will be made to schedule said meeting during the grievor's working hours (if they are actively at work), if not possible the grievor shall be deemed at work for those hours in attendance outside their working hours. A representative of the Canadian Union of Public Employees may be present at such meeting. The Superintendent of Human Resources or designate shall answer the grievance in writing within ten (10) working days of the meeting.

L10.03 In case of a grievance alleging improper discharge of a seniority employee, the grievance may be initiated at Step 3 of the grievance procedure provided such grievance is lodged with the Superintendent of Human Resources or designate within ten (10) working days of the said discharge.

L10.04 The Grievance Committee referred to in this Article will be as defined in Article L6.05.

L10.05 The time limits provided for in each step of the grievance procedure shall be mandatory unless mutually agreed in writing to be extended. Such extension shall not be unreasonably withheld by either party. An employee initiating a grievance must be accompanied by an

official or officials of the Union in any step of the grievance procedure where a meeting takes place between the Board officials and the **grievor**.

- L10.06 Nothing in this article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The Agreement shall be made in writing and stipulate the name of the mediator and the time line for grievance mediation to occur. It is agreed that the cost of mediation will be shared equally.

## **L11 - ARBITRATION**

- L11.01 After exhausting the grievance procedure established by this Agreement, the affected party may notify the other in writing of its desire to submit the grievance to arbitration. The notice shall be delivered to the other within thirty (30) working days after the reply under Step 3.
- L11.02 The arbitrator will be selected by the parties. If the two parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator shall hear and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee affected by it.
- L11.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance pursuant to Article L10.06.
- L11.04 Each of the parties hereto will jointly share the expenses of the arbitrator.
- L11.05 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- L11.06 If a grievance concerns the discipline of an employee, including disciplinary dismissal, the arbitrator may confirm the decision of the Board or reinstate the employee with or without full compensation or otherwise modify the penalty.

## **L12 - JOB POSTINGS**

- L12.01 (a) Permanent Vacancy  
A permanent vacancy can be caused by, but not limited to, the creation of a new classification, an additional position in an existing classification, and/or vacancies caused by such events as death, retirement, resignation, discharge, promotion, transfer, or demotion.

### Posting Process

When a permanent vacancy occurs the Board, if it determines to fill such vacancy, shall post such vacancy within ten (10) working days of the decision to fill it. If the Board determines not to fill such vacancy the Board shall provide written notice to the Union within five (5) working days of that decision. The Board will post it internally for seven (7) working days. Timelines may be mutually extended.

The posting shall contain the job classification of the position, qualifications, duties, location, wage rate and closing date and time of the posting. Any employee may apply for such position via the process utilized by the Board within those seven (7) working days.



- (b) (i) Vacancies for promotable jobs shall be posted and filled within thirty (30) working days following the vacancy.
- (ii) The Board will not post positions during the summer months (June 15<sup>th</sup> to first day of school).
- (c) If additional days are required for (a) and (b) above, management will consult with the Union.
- (d) A job left vacant by the successful applicant will be filled through the posting process with no more than five (5) such postings being required. The filling of such positions, within the same classification, will be in accordance with seniority. Notwithstanding the above, a job left vacant by a successful applicant which is a position of responsibility or that of a day custodian shall be posted. An employee is not eligible to post on the same shift for a period of five (5) months. An employee is limited to two (2) postings in a school year, except in the case of promotable positions, as defined in **Article L12.06**. Notwithstanding the above, the Board retains the right under Article L3 to effect transfers.
- (e) A position left vacant for two (2) years shall be posted and filled as a permanent position.

L12.02 A temporary vacancy can be caused by illness or injury or leaves of absences of a permanent employee(s).

When a day or mid-day vacancy occurs that is temporary in nature it will be filled by the following procedure and considered a preferred shift.

A permanent employee who is working other than a preferred shift and expresses in writing the desire to work a preferred shift by submitting a form between September 1<sup>st</sup> and September 30<sup>th</sup> of each school year shall be known as R1, R2, R3 based on seniority. These rankings apply to the employee's home location only and shall be valid from October 1<sup>st</sup> to September 30<sup>th</sup> of each school year. **For clarity, the R(X) list for each location is established October 1<sup>st</sup> of each year and valid until September 30<sup>th</sup> of the following year.**

A temporary vacancy shall be filled by the **R(X) first**.

Employees who regularly work other than the day shift and who are required to work in the day shift shall continue to receive their regular shift premium for a period of time up to five (5) continuous working days. Should such employees be required to work on the day shift for a period of time in excess of five (5) continuous working days, then commencing with the sixth (6<sup>th</sup>) day the provision noted above will be discontinued until such time as the employee is returned to their regularly scheduled shift.

**An employee posting to another location who is currently an R(X) may continue to maintain their R(X) status, if the employee chooses, but they are positioned on the bottom of the R(X) list at the new location until the R(X) list is re-established on October 1<sup>st</sup> each year.**

**The in-coming employee may sign up within ten (10) days of being awarded the position to be a new R(X), even if the employee did not apply as an R(X) in September.**

When a temporary vacancy is determined and there is no **R(X)** or the **R(X)** is unavailable to fill the vacancy, it shall be filled in accordance with the Letter of Understanding Expanded **R(X)**.

**If there is no R(X) or ER(X) available to fill the temporary vacancy, then a Replacement Custodian shall be placed at that location.**

- L12.03
- (a) The Board, in filling any posted vacancy under this Article, shall select the most senior applicant who has the skill and ability to perform the normal and required work and meet the qualifications of the job, as established by the Board. Qualifications shall be bona fide requirements for the posted position.
  - (b) If the position requires an interview and/or passing an examination or skill testing to qualify for a particular position, such interview and examination shall be conducted in a manner that will provide a fair and objective evaluation of all the applicants who shall be evaluated against the same set of standards for consideration in the position.
  - (c) The successful applicant to a new position shall be allowed a period of ninety (90) working days to prove their ability for the position. If the employer finds they are unable to perform the duties of the position during such period the employee shall revert to their former classification and position.

- L12.04
- (a) The term replacement courier refers to an employee, who for a temporary basis, replaces a courier driver absent as a result of sick leave, vacation, LTD, WSIB and any other authorized paid or unpaid leaves of absences.
  - (b) The Manager of Media Services will determine when a replacement courier is necessary.
  - (c) The Board will establish and maintain a replacement list for the courier classification in **Article L8.02(a)**, in accordance with Article L12.02, for permanent employees to declare their interest. The Board shall maintain an appropriate number of replacements on this list. If the Board determines additional replacement(s) are required the opportunity will be posted.
  - (d) **Employees who wish to be removed from the replacement list of Article L12.04 (c) shall provide written notification of their removal.**
  - (e) When a permanent courier position in **Article L8.02(a)** becomes temporarily or **permanently** vacant, and the Board determines to fill it, such position will be awarded first to the highest seniority **employee** on the **courier** replacement **panel** then subsequent vacancies to the next senior replacement and so on for further vacancies.

**NOTE: To bring effect to amendments to this provision arising from the 2022-2023 contract negotiations, the Board will repost for the entire courier replacement panel within thirty (30) days of the ratification of the Collective Agreement to establish seniority rankings.**

- (f) The replacement courier shall maintain their number of work hours per week based on their previous classification. The shift schedule will be subject to the courier operating requirements.

L12.05 Notwithstanding Article L12.01, the Board agrees to post for four (4) Maintenance **Panel** positions for a replacement panel. The successful candidates shall be trained and evaluated. **While in training, employees will receive their current rate of pay of their classification.** In the event that an interviewed candidate is not successful in their training or evaluation, they shall return to their position in accordance with Article L12.03 (c). Following successful training candidates will remain in their current classifications until a temporary absence or permanent vacancy occurs in Preventative Maintenance or Building Maintenance. The Board will establish and maintain the replacement panel. **This list** will be shared with the union upon request.

When a temporary absence is known to be four (4) months or more, or when a temporary absence has exceeded four (4) months, a replacement Maintenance **Panel** personnel will be appointed. A known temporary absence of less than four (4) months will be replaced at the discretion of the Board. While **covering** the temporary **absence** the employee will receive job rate. Article L15.02 does not apply to these temporary assignments.

When a permanent vacancy occurs the trained and qualified candidate who has been in the replacement panel the longest, shall receive the position. In the case of a tie, the candidate with the highest seniority shall be the ruling factor.

#### L12.06 **Recruitment Process for Maintenance Panel**

- (a) **For individuals to be considered for PM or BM on-job-training opportunities they must achieve a passing score of sixty percent (60%) or greater in the recruitment process.**
- (b) **For individuals to be considered for the Maintenance Panel position they must achieve a passing score of seventy percent (70%) or greater in the recruitment process.**
- (c) **One criterion for scoring is that a written and/or practical test would account for at least sixty percent (60%) of the individual's total score.**
- (d) **The interview and/or passing an examination or skill testing to qualify for a particular position, such interview and examination shall be conducted in a manner that will provide a fair and objective evaluation of all the applicants who shall be evaluated against the same set of standards for consideration in the position.**
- (e) **Seniority shall be the determining factor for all candidates who achieve a passing score.**
- (f) **All unsuccessful applicants for permanent positions will be de-briefed regarding the areas for which they need improvement.**

#### L12.07 New Schools, Amalgamations and Closures

- (a) In the event that a new school is opened and it is not related to an amalgamation or transfer of an existing school, all positions will be posted.
- (b) When two or more schools are amalgamating, resulting in a new school, the most senior staff with **eight (8)** hours in the school on the day shift, the afternoon shift and the midnight shift, will retain their position.

- (c) In the event of a school closure or a reduction of hours the person **with the lowest seniority** in each school will be affected by the reduction of hours.
- (d) (i) If the custodian is without a position as a result of reduction of hours, that custodian will be considered to be a surplus custodian. The surplus custodian will have the opportunity to post for a position as they become available and be placed in an agreed upon vacant position.
- (d) (ii) The above-mentioned posting will not count as a posting for Article L12 for a period of 12 months from the date of becoming a surplus custodian.
- (e) Whenever possible the Board shall discuss any unique situations with the Union at least six (6) months prior to any implementation.

### **L13 - LAY OFF AND RECALL**

- L13.01
- (a) A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work. Prior to implementing any layoffs, the Board will advise the Union President at least **forty-five (45)** days prior to the layoff.
  - (b) In the event of layoff, employees in order of bargaining unit wide seniority, will be given the option of accepting the layoff. In the event that no employee elects to accept the layoff, the employee with the least bargaining unit wide seniority (including probationary employees) with the Board shall be laid off. Recall shall be in the inverse order of bargaining unit wide seniority. The seniority employee accepting the layoff will have the option of returning to work within one (1) year by giving written notice to the Board at least five (5) weeks prior to the date of their intent to return to work.
  - (c) Unless legislation is more favourable to the employees, the employer shall notify permanent employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days provided in this clause, **they** shall be paid for the days for which work was not made available.
  - (d) The above layoff and recall procedure will be effected, provided the employees remaining at work on the basis of their seniority are qualified and able to perform satisfactorily the work to be done. This will be subject to discussion.
  - (e) In order that the operations of the Union will not become disorganized when layoffs are made, members of the local executive committee and chief steward shall be the last persons laid off during their term of office. It shall be the responsibility of the Union to notify the Superintendent of Human Resources of changes within a local executive committee.
- L13.02 The Board agrees that no one will be hired while there are employees on layoff waiting and willing to be recalled.

### **L14 - HOURS AND CONDITIONS OF WORK**

- L14.01
- (a) The regular workweek shall consist of five (5) days per week, Monday through Friday inclusive. The regular workday shall consist of eight (8) hours excluding the lunch break. The lunch break shall be one-half (1/2) hour.

- (b) The parties agree that starting times of a work day may vary from location to location, as such, the work day shall be defined as:
  - (i) Days, commencing not earlier than 6:00 A.M. and not later than 9:00 A.M.;
  - (ii) Mid-days, commencing not earlier than 10:00 A.M. and not later than 12:00 P.M.;
  - (iii) Afternoons, commencing not earlier than 2:00 P.M. and not later than 3:30 P.M.;
  - (iv) Midnights, commencing not earlier than 10:00 P.M. and not later than 12:00 A.M. (midnight).
  - (v) It is understood and agreed that the day shift will not commence earlier than 6:00 A.M. unless it is by mutual agreement between the Union and the appropriate Coordinator.**
- (c) Notwithstanding the foregoing, the following alternative work schedules is agreed to by the Board and the Union. Friday afternoon shift hours will be established and published at the beginning of each school year per the Facility Services Department.
  - (i) The early Friday afternoon shift will remain in effect, on a biweekly basis. The hours will be 12:00 P.M. to 8:30 P.M., not including the summer months of July and August.
  - (ii) It is important to note that the early Friday afternoon shift will be allowed for each custodian but conditional upon operational needs and satisfactory custodial performance as determined by Facility Services Management.
  - (iii) This practice may, at Management's discretion, be discontinued with thirty (30) days' notice.
- (d) Every employee, while on lunch break, shall be free from normal duties and responsibilities associated with their work assignment except in case of emergency.
- (e) A rest period of fifteen (15) minutes shall be allowed in each half of a shift. The break period should be taken at the mid-point of each half of a shift.

L14.02

Where it is practicable and possible, a four (4) day schedule will be implemented during the summer period, subject to the approval of the Manager of Facility Services. The four (4) day schedule will commence the week following the week in which the Canada Day holiday falls and will end on the Friday preceding the week before Labour Day. In addition, the summer hour schedule will not be applicable for the week in which the Civic Day holiday falls. The conditions for instituting a four (4) day per week schedule are as follows:

- (i) The four (4) day schedule will apply to those employees who wish to work a four (4) day week.
- (ii) The employees will continue to work **forty (40)** hours per week, excluding lunch break.
- (iii) The hours of those employees on a four (4) day schedule will be 06:00 hours to 16:30 hours, thus working four (4) consecutive ten-hour days.

- L14.03 (a) The **Preventative** Maintenance, Building Maintenance, and Locksmith staff will normally work the day shift, except:
- (i) in emergencies as defined in Article L16.06; or
  - (ii) in scheduled maintenance which cannot efficiently be completed during the school day; or
  - (iii) in situations where an employee and the Union agree to work a shift other than days.
- (b) The Board will provide on-the-job training to employees appointed to positions of responsibility if it determines that such training is required.
- L14.04 The Board will post notices setting out the shifts to be worked in each of its locations. Employees will be notified at least forty-eight (48) hours in advance of any general change in their working schedule of days and hours to be worked. This shall not apply to temporary changes in shifts of less than five (5) days duration.
- L14.05 An employee who starts work on any regular work day and is sent home before completing eight (8) hours shall be paid for eight (8) hours. This Article does not apply to disciplinary actions taken by the Board.
- L14.06 **Preventative** Maintenance, Building Maintenance, Locksmith and Custodial staff will not be required to do any trade work such as painting or varnishing, electrical, carpentry, plastering, bricklaying or plumbing, etc. unless such work is in the line of maintenance and does not reasonably require a journeyman. Nevertheless, maintenance staff may, as directed by their supervisor, undertake emergency repairs as required, which does not require the expertise of a tradesperson.
- (Emergencies as defined in Article L16.06.)
- L14.07 The Board shall supply all tools, equipment and cleaning materials which it deems necessary to maintain the schools. All tools, equipment and cleaning materials provided by the Board shall not be removed from the school premises. Employees shall be responsible for the proper care of tools, equipment and materials and replacement will be made upon production of the worn or broken tools.
- L14.08 The Board will provide and the employee will wear and use protective clothing and protective equipment as required by law or by the Board. It is agreed by the parties hereto that such employees shall replace, at their expense, any such uniforms or protective clothing which may be lost or damaged through employee's negligence. Any and all of the foregoing clothing and/or equipment shall at all times remain the property of the Board.
- L14.09 (a) In the event of an absence of a custodian during the school year, the following shall apply:
- (i) for the 1<sup>st</sup> day the absent employee's area will be picked-up by the remaining custodians at that location. If no remaining custodians exist, the provisions of ii) shall apply effective the 1<sup>st</sup> day and thereafter;
  - (ii) on the 2<sup>nd</sup> consecutive day and each day thereafter OR in the event of more than one concurrent absence in the same location, a replacement custodian (if

available) will be assigned to cover the absent employee area for four (4) or more hours per day. If no replacement custodians are available, then four (4) hours of overtime will be provided to the employee at that location at the appropriate rate of pay. Overtime is to be divided equitably among the employees at that work location. If the employees at that location decline overtime, employees from another location within the supervisors area may be brought in on overtime. Absence for the purpose of this Article shall mean absence from work due to all authorized absences or paid leaves of absence.

- b) Notwithstanding the foregoing, employees who are on an approved unpaid absence shall be replaced on the first day of absence and thereafter.

L14.10 Students of Greater Essex County District School Board may as a part of their learning program, from time to time, within regular school hours, work with a custodian in designated areas. In all such cases consultation and agreement will take place between the teacher, student and union prior to the start of the program.

**L14.11 Temporary School Closure**

In a situation of school closure, where a member of the Union has declared themselves sick prior to the closure of their assigned school for the day(s) of the closure and changes their status on the day(s) of the closure after the closure has been declared, the day(s) of the closure shall be paid but not deducted from sick leave days.

This does not apply to absences commencing before the day(s) of the closure and continuing after the day(s) of the closure where such absences due to illness are for a period of five (5) consecutive school days or more. Nothing in **Article L14.12** affects the right of the Board to reassign CUPE Local 27 bargaining unit members during the school closure.

**L14.12 Student Supervision**

The Greater Essex County District School Board and the CUPE Local 27 agree that in no case shall general student supervision be assigned to a classification or position in this bargaining unit, where supervision is not a core duty of that classification.

This does not diminish any employee's obligation to assist in emergency situations.

**L15 - WAGES AND PAYMENT OF WAGES**

L15.01 Wages shall be paid biweekly in accordance with classification and rates of pay as set forth in Schedule "A" attached hereto.

L15.02 An employee reassigned to a lower-paid classification shall continue to receive the higher rate of pay for a period of six (6) months. Thereafter, the employee will receive the salary schedule rate for the work performed.

**L16 - OVERTIME**

L16.01 (a) All approved time worked outside of the regular workday (8 hours) or workweek (40 hours) shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half the regular rate (salary schedule rate) for work performed during the regular work week, Monday through Friday. All work performed between 00:01 hours Saturday to 23:59 hours Saturday shall be paid for at the rate of time and one-half the

regular rate (salary schedule rate). All work performed between 00:01 hours Sunday to 23:59 hours Sunday shall be paid for at the rate of double time the regular rate (salary schedule rate).

- (b) Employees may bank up to the equivalent of eighty (80) hours of overtime in any one (1) **school** year. Such hours may be taken as time off during the **Winter Break** or summer period or during the March Break with mutual consent of the Manager of Facility Services and the employee concerned. An employee may be allowed to take time off at a time other than the **Winter Break or summer period** or during March Break. Such time off will be at the discretion of the Manager of Facility Services. **If these hours are not taken as time off by August 31<sup>st</sup> each year, the employee will receive payment for overtime hours banked.** Such payment shall be made by the first full pay period in September.

- L16.02 (a) An employee who is called out and required to work in an emergency shall be paid for a minimum of three (3) hours at the appropriate overtime rate. If an employee returns home and is subsequently called out again during the same three (3) hour period to work in an emergency situation, they shall be paid for a minimum of one and one-half (1 1/2) hours at the appropriate overtime rate.
- (b) (i) Notwithstanding the provisions of Article L16.02(a) above, should such call out occur within one (1) hour of an employee's regularly scheduled starting time, then the employee shall perform the work necessitated by the call out and/or such other work as may be assigned up to the commencement of the employee's regular starting time and the employee will receive the appropriate overtime rate for the work performed.
- (ii) Similarly, should an employee be called back to work in an emergency after the conclusion of their regularly scheduled shift but prior to actually leaving the work location, then the time worked as a result of the call back will be regarded and paid as regular overtime at the appropriate overtime rate.
- (c) (i) If a day custodian reports to work after calling the Facility Services Department to report that they will be absent due to illness or who is absent due to illness and does not call the Facility Services Department to report that they will be returning to work, the employee may be reassigned to another school in the same shift for that day.
- (ii) A custodian whose regular shift is the afternoon shift who is called to replace the day custodian will remain on the day shift for that day if they do not receive a call from the Facility Services Department prior to midnight to cancel the replacement assignment.

L16.03 No employee shall be required to layoff in regular hours for the purpose of offsetting or circumventing the application of overtime rates of pay.

L16.04 If the Board requires employees to do overtime work in excess of the regular daily or weekly hours, employees will cooperate and overtime will be divided equitably among the employees engaged in similar types of operations within the same location. **Please refer to the Letters of Understanding regarding overtime - standard procedure.**



- L16.05 Where reasonably possible, there shall be no overtime worked in any operation while there are employees on layoff in the same or similar type of operation and qualified to perform the available work. This shall not apply to overtime which may arise in an emergency.
- L16.06 Emergency shall mean any situation that arises that could result in bodily harm or property damage or arises unexpectedly or is required as a result of abnormal conditions for the operation of the schools.
- L16.07 An employee who is required to work a minimum of two (2) hours overtime, over and above any eight (8) consecutive hours, in addition to receiving time and one-half shall be entitled to a meal allowance, in accordance with the chart in **Article L16.08**, provided that not more than one (1) hour has elapsed between regular stopping time and the employee's return to work.
- L16.08 If an employee works overtime on a Saturday, Sunday or a Statutory Holiday and works more than eight (8) hours, the employee shall be entitled to a meal allowance, in accordance with the chart below.

September 1, 2021	\$8.24
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### **L17 – SHIFT PREMIUM**

- L17.01 The Board shall have the right to establish work shifts other than the regular day shift and shall pay a premium for such shifts.
- L17.02 The Board will pay a premium, in accordance with the chart below, per hour for work by employees regularly employed on the second shift (afternoon shift) and per hour for work by employees regularly employed on the third shift (night shift) commencing from the first day of the school year in September and finishing on the last day of the school year in June.

September 1, 2021	\$0.45
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- L17.03 For the purpose of determining the appropriate shift premium applicable, **refer to Article L14.01(b)**.
- L17.04 In the determination of the appropriate shift premium, an employee whose regular shift is such that fifty percent (50%) or more of the daily hours fall within the afternoon shift, that employee will be paid the appropriate shift premium for the afternoon shift. An employee whose regular shift is such that fifty percent (50%) or more of the daily hours fall within the midnight shift, that employee will be paid the appropriate shift premium for the midnight shift.
- L17.05** When a shift is modified in a specific building but still within the parameters of **Articles L17.03 and L17.04** it shall be offered by order of seniority to the persons currently on that shift in that building.

### **L18 - VACATION**

- L18.01 An employee shall be entitled to a vacation at the regular rate of pay (excluding overtime and shift premium) calculated as follows:
- (1) less than one (1) year - one (1) day for each completed month of service - maximum ten (10) days

- (2) after one (1) year - ten (10) days
- (3) after three (3) years - fifteen (15) days
- (4) after ten (10) years - twenty (20) days
- (5) after fifteen (15) years - twenty-five (25) days
- (6) after twenty-five (25) years - thirty (30) days

Such service to be calculated as of July 1<sup>st</sup> of each year.

In addition to the above schedule, employees shall be entitled to one (1) additional week of vacation in their year of retirement.

- L18.02 An employee shall be permitted to carry forward to the following year, up to two (2) weeks of unused vacation entitlement. Unused vacation entitlement in excess of two (2) weeks shall not be carried forward except with the consent of the Manager of Facility Services.
- L18.03
  - (a) **Vacation for Custodians is normally scheduled during school breaks: Winter Break, March Break and summer period.**
  - (b) During the school year (maximum two (2) weeks per two (2) years or one (1) week per employee per year) may be requested to a maximum of eighty-four (84) weeks, signed per Article L18.01.
  - (c) **Maintenance and Courier staff are not included in the eighty-four (84) weeks in the above.**
- L18.04 The vacation period shall be as determined by the Board but the Board agrees to discuss the vacation period of an employee when so requested. **The Board will utilize best efforts to ensure vacation planners are distributed to employees by May 15<sup>th</sup>.**
- L18.05 An employee on layoff or on an unpaid leave of absence including an unpaid leave of absence in accordance with Article L8.05 shall have their vacation prorated based on the actual months worked in any vacation year (July 1<sup>st</sup> to June 30<sup>th</sup>) and the period of the layoff or the unpaid leave of absence shall not be included when calculating years of service in accordance with Article L18.01.
- L18.06 It is agreed that if it becomes necessary for an employee to be confined to hospital and/or home as a bed patient on doctor's orders as a result of illness or injury suffered while on vacation, or as a result of a recurrence of any disability for which such employee would be entitled to WSIB benefits, the time spent in bed (hospital and/or home) shall be charged to such employee's sick leave or WSIB benefits as the case may be, provided the employee provides proof of confinement satisfactory to the Human Resources Officer.
- L18.07 An employee leaving the service of the Board at any time in the vacation year before having taken their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Such vacation credits shall be paid to the estate of an employee who dies.
- L18.08 An employee who is absent from work because of illness or accident shall be entitled to vacation in accordance with **Article L18.01** provided that the number of weekly payments under WSIB benefits or sick leave plus vacation do not exceed fifty-two (52) in any vacation

year (July 1<sup>st</sup> to June 30<sup>th</sup>). In cases where the number of weekly payments under WSIB benefits or sick leave plus vacation exceed fifty-two (52) weeks, the vacation entitlement shall be reduced so as to make the combined weekly payments not to exceed fifty-two (52) weeks.

L18.09 Where an employee qualifies for bereavement leave, during a leave of absence and/or vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option, and with approval of the Manager of Facility Services or designate.

## **L19 - PAID HOLIDAYS**

L19.01 Subject to the condition that the employee must be at work on the regularly scheduled working day previous and the regularly scheduled working day following the holiday, the Board recognizes the following as paid holidays:

- Family Day
- Good Friday
- Easter Monday
- Queen's Birthday (Victoria Day)
- Canada Day
- Civic Holiday
- Labour Day
- Truth and Reconciliation Day\***
- Thanksgiving Day
- Remembrance Day\***

The period between **December 24<sup>th</sup>** and **January 2<sup>nd</sup>** inclusive (which will constitute no less than **seven (7)** days).

**In addition**, any other day proclaimed by the Federal, Provincial or Municipal Governments as a general holiday.

**In the event that the Ministry approved school year calendar does not align with the dates identified above, the Board will consult with the Union to jointly agree to an alternate schedule regarding the seven (7) paid holidays.**

**\* For clarity, an employee is granted an alternate day off in the event a paid holiday falls on a day in which school is in session or on a weekend (Saturday or Sunday). This alternate day is included as one of the seven (7) paid days identified above observed during the Winter Break.**

L19.02 When any of the above holidays fall on an employee's vacation or regularly scheduled day off, the employee shall be granted an alternate day off in lieu of such holiday.

L19.03 An employee shall be paid for the above holidays at the regular rate of pay excluding overtime, but including shift premium for holidays that fall during the regular school year.

L19.04 An employee shall be paid at the rate of double time if required to work on the holidays listed in Article L19.01 in addition to holiday pay. **Please refer to Article L16.01(b) for the options for overtime.**

L19.05 An employee who is absent and receives sick leave and/or WSIB benefits on the regularly scheduled working day previous to or following a holiday(s) as set out in **Article L19.01**

above, will be deemed eligible to receive pay for such holiday(s) without deduction from the employee's Sick Leave for that statutory holiday(s).

## **L20 - PREGNANCY/ADOPTION/PARENTAL LEAVES**

- L20.01 The Board will grant pregnancy/adoption/parental leaves according to the requirements of the *Employment Standards Act*.
- L20.02 A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. Parental leave may begin no more than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- L20.03 (i) The maximum length of a pregnancy/adoption/parental leave shall not exceed two (2) years and shall terminate on a date mutually agreed to by the employee and the Superintendent of Human Resources or designate. The return date will be determined prior to the commencement of the leave.
- (ii) In special circumstances, a leave of absence beyond that provided for in **Article L20.03(i)** above may be granted by the Superintendent of Human Resources or designate upon a request by an employee. Such leave to terminate on a date mutually agreed by the employee and the Superintendent of Human Resources or designate, but not to exceed beyond the end of the school year.
- L20.04 Please refer to Central Agreement Letter of Understanding #2 and Article C12.00 Statutory Leaves of Absence/SEB
- (a) A full-time and part-time permanent employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive **one hundred percent (100%)** salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of **their** child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- (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 **one hundred percent (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 **their** child, whichever is less.
- (f) Employees not defined above have no entitlement to the benefits outlined in this article.

- L20.05 To receive top-up pay from the Board, the employee must forward to Human Resources proof of receipt of EI maternity benefits. An application for pregnancy leave as well as a medical certificate identifying the expected date of birth is required prior to the employee taking their leave.
- L20.06 The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the *Employment Standards Act*, allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under **Article L20.03(i)** or (ii) above.
- L20.07 An employee on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for seniority and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the *Employment Standards Act*.
- L20.08 For the period of a pregnancy/adoption/parental leave in excess of the maximum weeks allowable in accordance with the *Employment Standards Act*, seniority shall continue to accumulate for a period not to exceed two (2) years.
- L20.09 The pregnancy/adoption/parental leave shall apply with respect to any employee who has been employed by the Board for thirteen (13) weeks or more prior to the commencement of the leave.
- L20.10 Paternity Leave  
A paternity leave of up to one (1) full day with pay will be granted for occasions such as attending the birth of one's child or for bringing the mother and child home from hospital or for bringing an adopted child into custody, if such occasions occur during the regular working day (excluding statutory holidays, vacation, Saturdays and Sundays).
- L20.11 Adoption Leave  
Where an employee officially adopts a child, leave of absence shall be granted under the same terms and conditions as outlined for maternity leave and may be granted under the same terms and conditions as outlined for paternity leave.

## **L21 - MISCELLANEOUS LEAVES OF ABSENCE**

- L21.01 An employee may be granted leave of absence without pay and without loss of seniority if the Request For Leave Form is received by the Board's Facility Services Department at least fifteen (15) days prior to the requested leave and subsequently approved by the designated Human Resources Officer. Time factor may be waived in cases of emergency on compassionate grounds and in extenuating circumstances.
- L21.02 Wages for time lost due to quarantine shall be paid to employees when certified by the local medical officer of health, and shall not be chargeable to sick leave.
- L21.03 (a) An employee shall be granted up to a maximum of five (5) consecutive week days, immediately following the death, leave without loss of pay in the case of the death of a parent, step-parent, **spouse's parent**, or guardian, spouse or equivalent, child or step-child, sibling or step-sibling, grandchildren or step-grandchildren.
- (b) An employee shall be granted three (3) consecutive week days, immediately following the death, leave without loss of pay at the time of death of a **spouse's sibling or sibling's spouse, child's spouse**, grandparent, grandparent of spouse and total dependents.

- (c) One day, shall be granted without loss of pay to an employee to attend a funeral as a pallbearer, or to attend the funeral of a friend or a relative not mentioned in (a) or (b) above, provided such employee has the approval of the appropriate Manager.

Note: It is understood that days under **Articles L21.03(a) and (b)**, may be taken for all observances and rituals associated with one's religious/cultural beliefs such as but not limited to: funeral services, memorial services, visitation and/or ceremonies. In special circumstances, with prior approval of the Human Resources Officer or designate, exceptions may be made to **Articles L21.03(a) and (b)** to vary the requirement for consecutive days immediately following the death, such request shall not be unreasonably denied.

L21.04 The Board shall pay an employee who is required to serve as a juror or who received a subpoena in a court proceeding to which the employee is not party to the action the difference between the normal earnings and the payment they receives for jury duty or subpoena pay. The employee will present proof of service and the amount of pay received. Consideration will be given for compensating time off to employees who appear as a crown witness in cases involving the Board.

L21.05 An employee is entitled to a leave of absence to a maximum of two (2) days per school year (September 1<sup>st</sup> – August 31<sup>st</sup>) for personal reasons without loss of salary and benefits and without deduction of sick leave credits. The scheduling of the days is at the discretion of the appropriate supervisor, in consultation with the employee, which shall not be unreasonably withheld.

**Additionally, this article may be utilized by Indigenous employees 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.**

## **L22 – UNION LEAVES**

L22.01 An employee who is elected or appointed to a full-time position with the Union or its Affiliates will be granted leave of absence without salary or other benefits for a period of up to two (2) years. Should such employee return to work with the Board, that person will **return to their previous position**. Such leave may be extended by the Board.

L22.02 Upon written request of the Union, employees, to a maximum of six (6), will be granted leave of absence with pay to represent the Union at Union conventions. **The employees shall follow the Board leave request process and provide a minimum of five (5) days' notice.** The Union shall be invoiced from the Board the salary and costs of benefits. The total number of person days per year for such attendance shall not exceed sixty (60). Additional time may be granted for such **conventions** if requested.

L22.03 **Upon written request of the Union, employees will be granted leave of absence with pay to represent the Union at Union functions or other Union business. The Union shall be invoiced from the Board the salary, costs of benefits and all incremental costs. The total number of person days per year for such attendance shall not exceed**

**forty (40). Additional time may be granted for such functions if requested at the approval of the Manager of Facility Services.**

### **L23 - EMPLOYEE BENEFITS**

Please refer to Central Agreement Article C5.00 Benefits

#### **L23.01 Pensions**

The pension plan for non-teaching employees established by the Greater Essex County District School Board through the Ontario Municipal Employees' Retirement System shall be applicable to employees covered by this Agreement.

#### **L23.02 Employee Benefits**

- (a)** The Board will pay the full cost of premiums for employees for Long Term Disability plan coverage (LTD) in accordance with the respective insurance policy. The Board will continue to pay premiums for LTD while on short term sick leave. If an employee is laid off, LTD benefits will be covered by the Board to the end of the month in which the layoff occurs.
- (b)** **Employees on an extended sick leave are encouraged to apply for LTD benefits in a timely manner. The parties recognize that failure to apply for LTD in a timely manner, may result in an overpayment of STLDP (please refer to C6).**

**Where such overpayment situation arises, the Board shall recover such overpayment.**

**L23.03** For historical reference only and for those employees who retired prior to August 31, 2013.

Employees who retire on full pension prior to age 65 may apply to participate in the Board's Benefit programs by the insurer and shall pay the full premium cost to maintain such participation.

**Note:** The benefits provided in Article L23.03 shall be in accordance with those stipulated in the respective insurance policies.

**L23.04** The Board agrees that, should LTD insurance carriers be changed, the LTD benefit coverage shall not be less than that provided under this agreement. In case of change in carrier, the Board shall provide the Union with copies of all new insurance policies.

### **L24 - SICK LEAVE**

Please refer to Central Agreement Article C6.00 Sick Leave, Appendix B Sick Leave Credit-Based Retirement Gratuities (where applicable) and Appendix C Medical Certificate.

### **L25 - SAFETY**

**L25.01** The Board shall abide by the Occupational Health and Safety Act and the regulations thereunder. All employees under this Agreement shall abide by the Occupational Health and Safety Act and the regulations thereunder.

**L25.02** The Board will make reasonable provision for the safety and health of its employees during their hours of work. Suggestions received from the Union regarding dangerous conditions will

be investigated and, if found to be hazardous, all reasonable effort will be made to effect a correction.

L25.03 In the case of an accident where an employee is taken to a hospital by ambulance, the Board shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee.

L25.04 An employee who is injured during working hours and is unable to continue work on that shift on the certification of a doctor shall receive payment for the remainder of the shift at the regular rate of pay without deduction from sick leave.

L25.05 The Board and the Union agree that incidents involving aggression or violence towards or upon an employee/member **CUPE** Local 27 shall be brought to the attention of the Health and Safety Committee.

The Board and the Union further agree that, as part of an overall concern for the health and safety of workers, the Health & Safety Committee shall consider and recommend:

- Violence prevention policies and procedures; and,
- Violence training programs

in accordance with Board and/or Ministry policy.

L25.06 It is understood that workers have the right to refuse work they deem to be unsafe per the *Occupational Health & Safety Act*. Any worker expressing this right under the *Act* must report immediately to their principal and/or supervisor.

## **L26 - WORKPLACE SAFETY AND INSURANCE**

Please refer to Central Agreement Article C6.00 Sick Leave and Letter of Understanding #2.

L26.01 (a) When an employee is injured during the performance of their duties and is unable to perform such duties and has applied for Workplace Safety and Insurance benefits, the employee will remain on payroll regardless of their sick leave status, subject to C6.01 f) of the Central Agreement, and will receive their pay at the eighty-five percent (85%) WSIB rate plus an additional fifteen percent (15%) top-up paid by the Board to equal one hundred percent (100%) of the net pay, pending the WSIB's decision on entitlement.

(b) Upon Workplace Safety and Insurance Board approval, the employee's sick leave days shall be adjusted in accordance with the Workplace Safety and Insurance Board award and the employee will continue to receive payments in accordance with that award plus the additional fifteen percent (15%) top-up paid by the Board. The top-up amount will be paid for a maximum of four (4) years and six (6) months.

(c) If the claim is denied and the employee does not have enough sick leave credits to cover the absence then the employee will be removed from payroll and the employee's salary will be adjusted to recover the days allowed beyond the employee's allotted sick leave credits.

L26.02 When an employee is injured during the performance of their duties, the Board will:

- a) Provide the designated representative of the Union information pertaining to members workplace injuries.



- (b) Provide to the designated representative of the Union notification via e-mail of Return to Work as soon as possible:
  - Name of Worker
  - Location
  - Date of Return to Work
  - Type of Accommodation
- (c) When such meetings are deemed necessary the HR Officer-Wellness will involve the Union in a meeting of workplace accommodation.
- (d) The Board shall use its best efforts to place an employee on modified work at the employee's pre-injury location and shift.
- (e) The above is subject to any legislation or regulative change, specifically as it relates to the following Acts: *The Workplace Safety & Insurance Act, The Occupational Health & Safety Act, The Municipal Freedom of Information and Protection of Privacy Act.*

**L26.03 Safe and Timely Return to Work**

- (a) Reasonable accommodation will be provided as legislatively required under the relevant sections of the *WSIA* and/or the Ontario Human Rights Code.
- (b) Both the employer and the employee will communicate with one another, throughout the period of disability, as often as required or within the parameters established in the relevant section of the *WSIA*.
- (c) During the return to work (RTW) process the employer, the union and employee will comply with the guidelines established in the Ontario Human Rights Code and *WSIA* to make every reasonable effort to accommodate the employee's pre-existing and work related disabilities/impairments.
- (d) Upon the employee's return to work the employee will receive their pre-injury rate of pay for each hour worked, and any shift premium should it apply.
- (e) In identifying and securing suitable work, the employer, the union and employee will work together to identify suitable and available work that is most comparable in nature and earnings to the worker's pre-injury job. Therefore, the return to work opportunities that these parties should be striving for are:
  1. Pre-injury job (starting point and overall goal)
  2. Pre-injury job accommodated
  3. Work comparable in nature and earnings to the pre-injury job (with accommodation if required)
  4. Alternate work (with accommodation if required)

**L27 - MODIFIED WORK**

- L27.01 The Board agrees to involve the Union in its efforts to establish modified work for an employee covered by this Agreement.
- L27.02 In cases where the employee submits ambiguous and/or conflicting medical note(s) and the Board requests further medical information, the cost of such will be paid by the Board on presentation of an invoice.

**L28 - UNIFORMS**

- L28.01 (a) The Board shall maintain a yearly allowance to enable the flexibility for employees to select from a wider range of work clothing.
- (i) The Parties agree to establish a Committee (maximum of three (3) representatives from the Union and three (3) representatives from the Board) for the purpose of reviewing uniform related issues:
  - (ii) not involving associated costs that exceed the funds currently identified in the current budget for uniforms;
  - (iii) the uniform budget year will begin on September 1<sup>st</sup> each year;
  - (iv) Maintenance staff will be entitled to an allowance in accordance with the chart below (excluding taxes) per budget year;

September 1, 2021	\$360.61
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- (v) Custodial staff will be entitled to an allowance in accordance with the chart below (excluding taxes) per budget year;

September 1, 2021	\$206.06
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- (vi) Replacement custodial staff will be entitled to an allowance in accordance with the chart below (excluding taxes) per budget year;

September 1, 2021	\$185.45
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- (vii) replacement costs of damaged goods will not be factored into the yearly allowance;
- (viii) tendering, in accordance with Board Policy, for clothing be conducted jointly by the members of the Committee;
- (ix) CUPE logo provided and paid for by Local 27, shall be provided on all shirts. The Board has the authority of size and location. CUPE 27 will be responsible to pay the vendor directly.

**L29 - POSTING OF INFORMATION**

L29.01 The Union shall have the right to post notices of interest to its members on a designated intranet site, and/or in the boiler rooms or custodian rooms of the schools provided, however, that such notices pertain only to social activities, results of elections and Union meetings.

**L30 - TECHNOLOGICAL CHANGE**

L30.01 (a) For the purpose of this Agreement, the term "technological change" shall be understood to mean the introduction of new electrical or mechanical equipment or mechanization or changes in qualifications for the job of a permanent nature that necessitates the acquisition of new job related skills.

- (b) The Board shall notify the Union three (3) months before the introduction of any technological changes.
- (c) As far ahead as possible before the introduction of any technological change, the Board will institute a training and/or upgrading program designed to equip employees with the knowledge and skills to meet the proposed technological changes. Such training and/or upgrading shall be carried out at the expense of the Greater Essex County District School Board.
- (d) No permanent employee shall be dismissed or have their hours reduced by the employer because of technological change. An employee who is displaced from their job by virtue of technological change will suffer no reduction in normal earnings for the period of this Agreement. In addition, the employer agrees to discuss with the Union retraining of those affected by technological change where feasible and practical.

### **L31 - REPLACEMENT CUSTODIANS**

L31.01 The term replacement custodian when used in this agreement refers to personnel employed by the board on a temporary basis for the replacement of a custodian absent as a result of sick leave, vacation, LTD, WSIB and other authorized paid leaves of absence or the replacement of a custodian involved in a special project, and/or in cases of emergency where permanent seniority employees are unavailable to attend to such emergency.

L31.02 The Board will maintain a separate seniority list for replacement custodians. The seniority list shall be **shared electronically and posted by the Union** on each bulletin board by not later than November 15th of each year. Seniority shall be defined as date of hire with the Board, after successful completion of probationary period as a replacement custodian.

The Board commits to make every effort to maintain a temporary replacement pool of no less than **thirty (30)** replacement custodians.

- L31.03 (a) A replacement custodian shall be on probation for one thousand four hundred forty (1440) regular working hours or nine (9) months of employment, whichever comes first. During this period the probationary replacement custodian shall not have access to the grievance and arbitration procedure for matters concerning discipline and/or discharge.
- (b) After the successful completion of One Hundred and Eighty (180) working days or 9 months, whichever comes first, the probationary employee shall have access to the grievance and arbitration procedure for discipline and discharge. The Board may discipline or discharge for a lesser standard of cause than just cause. In particular, such discharge shall be set aside only if the discharge is arbitrary, or discriminatory or in bad faith.

L31.04 A replacement custodian shall not be eligible for coverage from the following provisions, except as provided for in the *Employment Standards Act*:

- Article L18 – Vacation;
- Article L 19 – Paid Holidays;
- Article L 20 – Pregnancy/Adoption/Parental Leaves;
- Article L 21 – Miscellaneous Leaves of Absence;
- Article L 23 – Employee Benefits; and
- Article L 24 – Sick Leave.

Hourly wage will be in accordance with the pay schedule contained in Article L15.

The parties further agree that the top ten (10) replacement custodians by seniority shall receive sick leave in accordance with Central Agreement Article C6.00. Such custodians shall receive the full sick leave allocation as per Central Agreement Article C6.00. No other replacement custodian including those in long term assignments shall be eligible for sick leave. The refresh provisions found in Central Agreement Article C6.00 shall apply to the top ten (10) replacement custodians who are eligible to receive sick leave.

- L31.05 Replacement custodians shall be subject to the following call-in procedures:
- (a) Available hours shall be offered to replacement custodians in order of date of hire.
  - (b) A replacement custodian shall be permitted to be unavailable for work not more than three (3) times per calendar month. This unavailability will result in the employee being removed from the seniority list. A replacement custodian is responsible for notifying the Facility Services Department of their unavailability, subject to approval prior to the call-in, in order to be exempt from the refusal being charged against him/her. A change of shift will not be considered a refusal.
  - (c) The Board commits to maintaining a record for work refusal and hours of work for replacement custodians. Upon request, the Union may review this documentation. The Board will maintain records for the previous and current school year.
- L31.06
- (a) When a permanent position becomes available and after the posting procedure is exhausted, the permanent position shall be offered to replacement custodians in order of highest seniority within five (5) working days where possible.
  - (b) If a replacement custodian acquires a permanent position, any probation days worked shall be credited towards the probation period defined in Article L8.03. If this probation has been completed as per Article L31.03(a) there will be no further probation period.
- L31.07 The top ten (10) seniority replacement custodians who work forty (40) hours per week will have benefit coverage in accordance with the CUPE EWBT (health/life benefit trust).

### **L32 - POLICE CHECK**

- L32.01
- (a) The Board shall pay all costs associated with an employee who participates in the Police check offered by the Ontario Education Services Corporation (O.E.S.C.) pursuant to regulation 521/2001 or the Education Act.
  - (b) The Board shall ensure that all records and information (including offence declarations and Canadian Police Information Centre (C.P.I.C.) obtained pursuant to Regulation 521/2001 of the Education Act or any subsequent regulation or law, are stored in a secure location and in a completely confidential manner.
  - (c) The Board shall not release any information about an employee obtained pursuant to Regulation 521/2001 of the Education Act, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

### **L33 - DRIVING ALLOWANCE**

- L33.01 A driving allowance per mile or its equivalent in kilometers shall be paid to those authorized employees traveling regularly between two or more work locations in accordance with Board Policy.
- L33.02 All active Maintenance staff employees required to provide his/her automobile for purposes of the Greater Essex County District School Board shall be paid a monthly allowance by the Board on a mileage basis in the performance of work from the first to the last date of the month, calculated per Board Policy.
- L33.03 The reimbursement will be determined by monthly tally/mileage sheets which will indicate the date and location of travel, and total kilometers traveled. Custodians/ Maintenance staff will complete the sheets monthly and forward them to their immediate supervisor for verification and approval.
- L33.04 In addition to the allowance identified under **Article L33.02** above for Maintenance staff, the Board will pay the difference, excluding surcharge as a result of accidents or convictions, in the premium rate for insurance on the employee's automobile up to the following maximum limits:
- Public Liability and Property Damage - \$1,000,000 limit
  - Collision - \$100 deductible
- L33.05 Notwithstanding the above, such employees will be required to provide three written estimates of insurance, with one estimate from an agent of the Board's choice. The Board will only be required to reimburse to the lowest estimate.

### **L34 - CONTRACTING OUT**

- L34.01 (a) The Greater Essex County District School Board is committed to open communication and a transparent process in regard to the contracting out of work that would be considered bargaining unit work.
- (b) It is recognized that at times and for varying reasons it is not considered practicable or advisable for certain work to be performed by our own forces. As in the past, the Board must therefore reserve the right to decide how and by whom any work is to be performed and this clause is not to be regarded as affecting that right; however, providing the Board has the necessary facilities and equipment and can perform the work required with its own work force in a manner that is competitive in terms of cost, quality and within projected time limits, it is the Board's intention to keep such work within the Board of Education.
- (c) The parties discuss the contracting in and out of Board work **through the Labour Management Committee Meetings**. Some examples of work to be discussed are grass cutting, floor and glass repair, locksmith work, call-ins and HVAC work and controls.
- (d) Employees presently in the CUPE Local 27 bargaining unit will not suffer loss of employment or remuneration as a result of contracting out of work presently performed by members of the bargaining unit.

- (e) When requested by the President of **CUPE Local 27**, the Board will meet with representatives of this local to discuss the manner in which the foregoing statement has been applied in any particular case.

### **L35 - STRIKES AND LOCK-OUTS**

- L35.01 The Board agrees that there shall be no lockout of employees/members of the Union and the Union agrees that there shall be no strike of the Union or its members during the term of the Agreement. Lockouts and strikes shall be as defined in the Ontario Labour Relations Act.
- L35.02 The Board reserves the right to transfer employees from one school or building into another in the event of strikes, lockouts or any other unforeseen situations restricting the operation of certain schools or buildings of the Board. The transfer of employees from one school or building to another will be done in accordance with the seniority of the affected employees.
- L35.03 The Union recognizes that the Employees covered by this Collective Agreement have a legal obligation to honour this Collective Agreement and to report to work even in the event of a legal strike by another CUPE Local **or other employees of the Board**.
- L35.04 The Union agrees that it will not direct, intimidate, coerce or otherwise influence its members to not cross the picket line of another CUPE Local **or other employees of the Board** that is in a legal strike position.
- L35.05 Notwithstanding the above, the Board is prepared to recognize that some employees, for personal reasons, may not want to cross the picket line of another CUPE local **or other employees of the Board** that is in a legal strike position. When an employee chooses not to cross a picket line, and notwithstanding Article L14.04, the Board may assign the employee to another shift and/or work location where no picket line exists. The Board agrees not to take any disciplinary action against any employees who cannot be reassigned other than the deduction of wages and benefits during the period they are not at work.
- L35.06 If an employee is prevented from crossing the picket line, the employee shall immediately contact the appropriate supervisor who will have responsibility for providing safe passage of the employee to the workplace. There will be no loss of wages in cases where the supervisor is unable to provide safe passage to the workplace. Notwithstanding the above, and notwithstanding Article L14.04, the supervisor may assign the employee to another shift and/or work location.

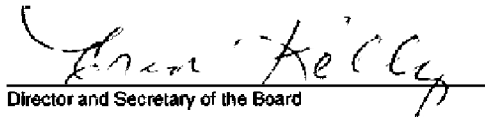
**L36 – TERMS AND CONDITIONS**

- L36.01** This Agreement shall be binding and remain in effect from September 1, 2022 to August 31, 2026 and shall continue from year to year thereafter unless either party gives the other party notice in writing at least ninety (90) days prior to August 31, 2026.
- L36.02** Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.
- L36.03** It is agreed, however, that where such notice requires revision, both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

**Dated at Windsor, Ontario this 16 day of May, 2023**

Signed and agreed upon behalf of the  
GREATER ESSEX COUNTY DISTRICT  
SCHOOL BOARD:

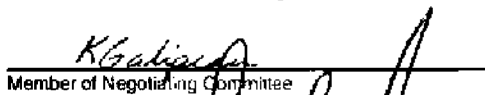
  
Chairperson of the Board

  
Director and Secretary of the Board

  
Treasurer of the Board

  
Lead Negotiator

  
Manager of Facility Services

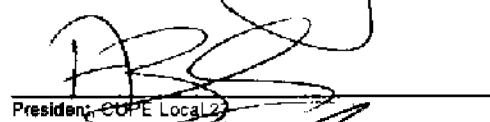
  
Member of Negotiating Committee


  
Member of Negotiating Committee

  
Member of Negotiating Committee

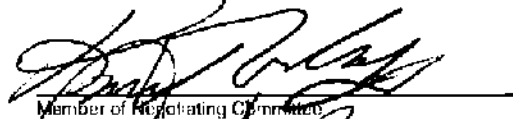
Signed and agreed upon behalf of the  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 27:

  
Area Representative

  
President, CUPE Local 27

  
Member of Negotiating Committee

  
Member of Negotiating Committee

  
Member of Negotiating Committee

  
Member of Negotiating Committee

  
Member of Negotiating Committee

**SCHEDULE "A"**

**SALARY SCHEDULE**

For the period September 1, 2022 to August 31, 2026

CLASSIFICATION	MAXIMUM HOURLY RATES				
	current 2022 08 31	Effective 2022 09 01	Effective 2023 09 01	Effective 2024 09 01	Effective 2025 09 01
		\$1.00	\$1.00	\$1.00	\$1.00
Custodian (including Courier)	<b>\$25.31</b>	<b>\$26.31</b>	<b>\$27.31</b>	<b>\$28.31</b>	<b>\$29.31</b>
<b>Building Maintenance with PM Qualifications</b>	<b>\$27.60</b>	<b>\$28.60</b>	<b>\$29.60</b>	<b>\$30.60</b>	<b>\$31.60</b>
<b>Locksmith with Qualifications</b>	<b>\$27.60</b>	<b>\$28.60</b>	<b>\$29.60</b>	<b>\$30.60</b>	<b>\$31.60</b>
<b>Preventative Maintenance</b>	<b>\$27.60</b>	<b>\$28.60</b>	<b>\$29.60</b>	<b>\$30.60</b>	<b>\$31.60</b>
Replacement Custodian	<b>\$18.11</b>	<b>\$19.11</b>	<b>\$20.11</b>	<b>\$21.11</b>	<b>\$22.11</b>

HISTORICAL CLASSIFICATION	as of 2022 08 31
Building Maintenance	<b>\$26.83</b>
Facility Maintenance	<b>\$28.14</b>
Locksmith	<b>\$26.83</b>



## LETTER OF UNDERSTANDING

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD**  
(hereinafter referred to as the Board)

and

**CUSTODIAL AND MAINTENANCE WORKERS**  
Represented by  
**CUPE LOCAL 27**  
(hereinafter referred to as the Union)


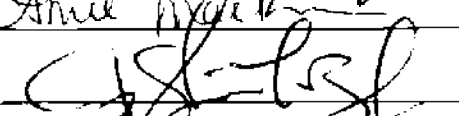

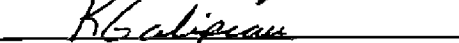
### OVERTIME – Standard Procedure for Custodians

1. All overtime will be approved by the Coordinator of Operations or **their** designate.
2. Overtime hours will be charged out per the Collective Agreement (**Article L16**).
3. Overtime shall commence at the end of a scheduled shift.
4. Overtime will be allocated by school. If everyone from the school refuses the overtime the supervisor will allocate the overtime to the employees working in the closest school to the school requiring overtime – in order of lowest overtime and by seniority.
5. Overtime will be allocated by seniority initially (beginning of each year) then by the lowest number of hours credited at the time the overtime occurs, except for emergencies.
6. Overtime will be allocated based on the percentage of time worked at the school (full-time equivalent). Note: custodians opening schools are not entitled to school overtime unless they have work hours in the school i.e. two hours or more of regular work. Emergency situations, per the collective agreement, will be paid at the overtime rate but the employee must work the extra hours to make up their eight-hour shift.
7. All **scheduled** overtime worked or refused will be charged (employee must be contacted at least 24 hours prior to the overtime to be charged).
8. Overtime will be assigned by the supervisor in accordance with the Collective Agreement.
9. The overtime period for equalization purposes will run from the beginning of a school year to the end of a school year (excluding summer rentals, construction, etc.).
10. The overtime credits of all custodians in a particular school should be kept to within four (4) hours of the percentage allocation by the end of the year.
11. A school overtime sheet will be **kept up to date and** posted **online**.
12. The supervisor will ask the custodian with the lowest overtime hours (senior custodian if equal low hours) to work the overtime.

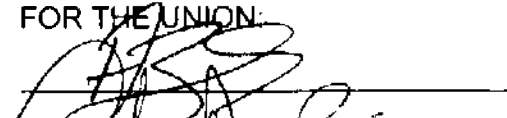
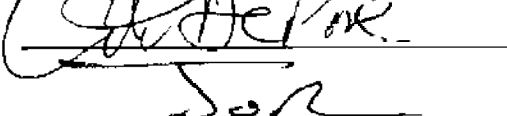
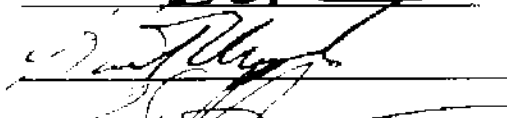
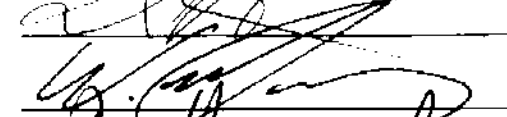
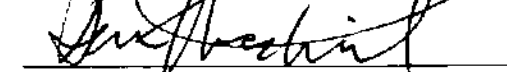
13. Seniority, Replacement Custodians or **ER1 Custodians** who work two weeks or more (even if there is a five (5) day break between times in the school) in a school will be added to the overtime list while at that school.
14. **An ER1 will not be eligible for overtime in their home location where they have been reassigned out of their home location for more than ten (10) consecutive working days.**
15. **If a custodian is asked to perform emergency overtime, such hours shall not be charged to the custodian's home school overtime list.**
16. If an employee is off work when the overtime was posted:
  - (a) for a period of up to ten (10) working days - the employee will not be charged the overtime
  - (b) for a period of more than ten (10) working days - the employee will be charged all hours posted, after the original ten (10) working days.
17. Overtime will not be offered to employees who are on vacation from the end of their last worked shift to the start of their next working day.
18. All overtime must be worked during the hours assigned.
19. Permanent employees posting into the school will be assured overtime hours equal to the average for all employees in the building, relating to their work hours per day in the building - hence percentage overtime allocation.
20. Overtime refused should not be charged if employee is attending Union Business.
21. All overtime coverage for rentals will be per Board **Community Use of Schools** Policy.
22. In the event of an absence of a day custodian, the afternoon custodian, as identified in **Article L12.01 (f)**, shall work the day position. The area of the afternoon custodian filling the day position will be covered either by four (4) hours of overtime or four (4) hours of replacement.
23. Any disputes arising from this Overtime - Standard Procedure may be grieved pursuant to Article L10 - Grievance Procedure, and Article L11 - Arbitration of the Collective Agreement.

**Dated at Windsor, Ontario this 15<sup>th</sup> day of February, 2023**

FOR THE BOARD:

  
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 Anne Mack  
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FOR THE UNION:

  
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**LETTER OF UNDERSTANDING**

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD**  
(hereinafter referred to as the Board)

and


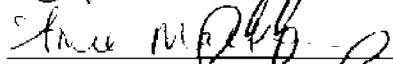

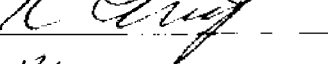
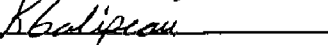
**MAINTENANCE WORKERS**  
Represented by  
**CUPE LOCAL 27**  
(hereinafter referred to as the Union)

**OVERTIME – Standard Procedure for Maintenance**

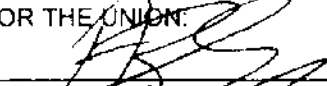

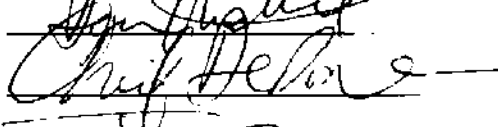
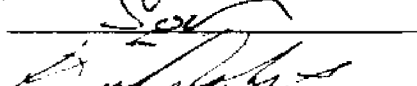
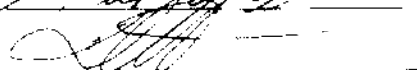
1. All scheduled overtime will be approved in advance by the Manager or designate. This procedure does not apply in emergency situations.
2. Overtime hours will be paid out as per the Collective Agreement (L16).
3. Overtime will be offered by classification within the Quadrant.
4. If overtime is refused in the Quadrant, overtime will be offered by lowest hours within the classification. If hours are equal, overtime will be offered by seniority within the classification.
5. All overtime worked or refused will be charged and recorded by the Maintenance Supervisor or designate.
6. The overtime period for equalization purposes within the Quadrant will run from September 1<sup>st</sup> to August 31<sup>st</sup> of each year. Payment or banking of lieu time will be in accordance with **Article L17** of the Collective Agreement.
7. While an employee is on vacation or unable to perform the required duties, they will not be considered for overtime.

**Dated at Windsor, Ontario this 15<sup>th</sup> day of February, 2023**

FOR THE BOARD:

  
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FOR THE UNION:

  
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**LETTER OF UNDERSTANDING**

**Between**

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD  
(hereinafter referred to as the Board)**

**and**

**MAINTENANCE WORKERS  
Represented by  
CUPE LOCAL 27  
(hereinafter referred to as the Union)**

**VIDEO SURVEILLANCE**

*For additional information, please refer to the Board's Administrative Procedure on this same topic.*

It is the Board's position that security cameras in the workplace will not be used for the purpose of "monitoring at large" the work performance of CUPE 27 members.

There will be no video surveillance placed where members have a reasonable expectation of privacy.

The video surveillance shall not contravene the Collective Agreement.

The Employer will permit the Union President or a designate to view the videotape, which the Employer intended to introduce into evidence, at Step 3 of the Grievance Procedure or prior to Arbitration.

**Dated at Windsor, Ontario, this X day of March, 2023**

**Status quo, so no sign off was completed.**

**FOR THE BOARD:**

**FOR THE UNION:**

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**LETTER OF UNDERSTANDING**

**Between**

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD  
(hereinafter referred to as the Board)**

**and**

**CUSTODIAL AND MAINTENANCE WORKERS  
Represented by**

**CUPE LOCAL 27  
(hereinafter referred to as the Union)**

**Hours and Conditions of Work / Overtime - Essex Aquatic Centre and Migration Hall**

The Board and the Union agree that for the Board owned and operated facilities, Essex Aquatic Centre and Migration Hall, the Board shall provide the custodial services during the regular work week as per Article 14. For periods outside the regular work week (i.e. holidays, weekends), the community partners using these facilities may be responsible for custodial services.

**Dated at Windsor, Ontario, this X day of March, 2023**

**Status quo, so no sign off was completed.**

**FOR THE BOARD:**

**FOR THE UNION:**

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**LETTER OF UNDERSTANDING**

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD  
(hereinafter referred to as the Board)**

and

**CUSTODIAL AND MAINTENANCE WORKERS  
Represented by**

**CUPE LOCAL 27  
(hereinafter referred to as the Union)**

**Expanded R(X)**

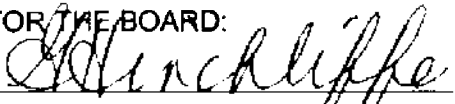
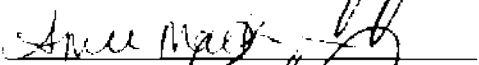

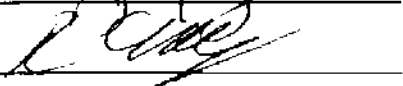
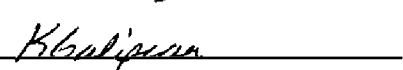
The Board and the Union agree that:

In addition to Article L12.02,

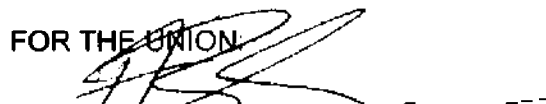
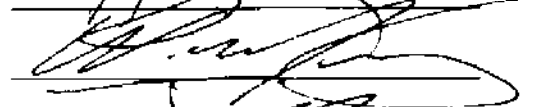
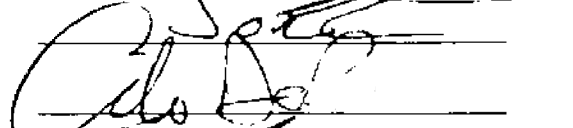

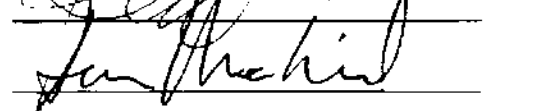
1. When a day or mid-day vacancy occurs that is temporary in nature it will be filled by the following procedure and considered a preferred shift.
2. A permanent employee who is working other than a preferred shift and expresses in writing the desire to work a preferred shift at any other location other than their home location by submitting a form between September 1<sup>st</sup> and September 30<sup>th</sup> of each school year shall be known as ER(X). On the form, the employee identifies the locations they wish to be considered for working the preferred shift.
3. The ER(X) list is ranked by seniority by location and is established October 1<sup>st</sup> of each year and valid until September 30<sup>th</sup> of the following year.
4. Management calls ER(X) list by location after the R(X) list are exhausted.

Dated at Windsor, Ontario this 15<sup>th</sup> day of February, 2023

FOR THE BOARD:

FOR THE UNION:

**LETTER OF UNDERSTANDING**

**Between**

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD  
(hereinafter referred to as the Board)**

**and**

**CUSTODIAL AND MAINTENANCE WORKERS  
Represented by**

**CUPE LOCAL 27  
(hereinafter referred to as the Union)**

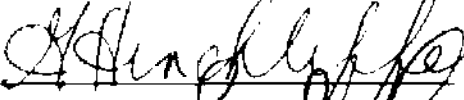

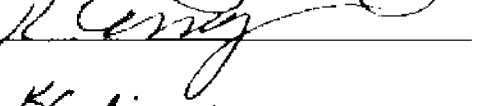
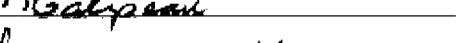

**Replacement for Locksmith**

**The Board and the Union agree that:**


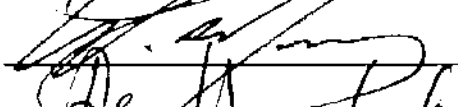
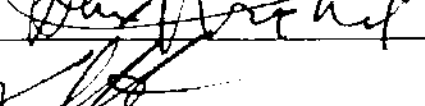
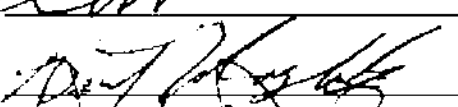

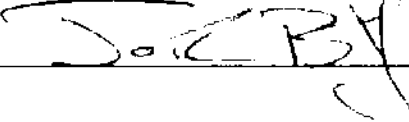
- 1. Must have completed Facility Maintenance Mechanic Phase I and Phase II.**
- 2. Must complete the Ashworth College Locksmithing course or an alternate recognized Locksmith course approved by the Board within 3 months and provide proof of completion.**
- 3. The promotable process will be followed to fill the position.**

**Dated at Windsor, Ontario this 1<sup>st</sup> day of February, 2023**

**FOR THE BOARD:**

  
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**FOR THE UNION:**

  
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## **APPENDIX A – RETIREMENT GRATUITY**

*For clarity: Sections 7 to 9 of the former Schedule B (Cumulative Sick Leave) and section C of the December 31, 2012 MOU between CUPE-OSBCC and the Ministry of Education shall continue to apply, but are subject to Article 13, Appendix B of the Central Agreement and the language at page 25 of the Central Agreement regarding Retirement Gratuities, all of which shall be combined to form a separate Appendix to the 2014-17 collective agreement, related to the Retirement Gratuities.*

### **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.”

### **Section 7 to 9 – Schedule B (Cumulative Sick Leave)**

#### **Former Windsor CUPE Local 27**

- (a) Subject to part (b) and Sections 8 and 9 hereof, when an employee, having more than five (5) years' service, ceases to be employed by the Board, or when an employee having less than five (5) years' service dies, there shall be paid to him/her or his/her personal representative as the case may be, or failing a personal representative, to such other person as the Board may determine, an amount computed on the basis of his/her pay at the date of his/her cessation of employment with the Board, for a period equal to fifty percent (50%) of the value of his/her credits or fraction thereof, but the amount shall not exceed six (6) months' pay, and any such employee shall be entitled to be paid such amount in a lump sum, or in regular, consecutive monthly payments of not less than fifty dollars (\$50.00), and the balance remaining at any given time after all previous payments have been deducted shall be paid to the employee upon his/her request.
- (b) Section 7 (a) does not apply to employees hired on or after June 30, 1984.

#### **Former Essex CUPE Local 1243**

- (c) When a seniority employee is entitled to retirement by the Board, or has completed ten (10) years of continuous service with the Board and employment terminates (other than by death), a gratuity shall be payable based upon half of the number of sick leave days standing to the credit of such employee at the salary or wages in effect at the time, in any event, the gratuity is not to be in excess of the amount of one-half year's current earnings.
- (d) Section 7 (c) does not apply to employees hired on or after April 10, 1999.

### **Section C of the December 31, 2012 MOU**

#### **Retirement Gratuities (Where Applicable)**



1. Effective August 31, 2012, employees currently eligible for a retirement gratuity shall have accumulated sick days vested, up to the maximum eligible under the retirement gratuity plan.
2. Upon retirement to pension, an employee eligible for a retirement gratuity shall receive a gratuity payout based on the employee's current accumulated vested sick days, in accordance with #1 above, and years of service and salary as of August 31, 2012.
3. Effective September 1, 2012, all accumulated non-vested sick days shall be eliminated.
4. Eligible employees shall be informed not later than May 31, 2013, indicating their future entitlement to a gratuity payment in accordance with numbers 1 to 3 above. Such statement shall also identify the number of vested sick days.
5. Such retirement gratuity shall be paid in accordance with the terms and conditions of the 2008-12 collective agreement.
6. For employees covered by a collective agreement that has a service requirement greater than 10 years, this requirement shall be reduced to ten years as at 31 August, 2012 and their days shall be vested.
7. Those employees not eligible for a retirement gratuity as of August 31, 2012 as a result of insufficient service credits shall be entitled to a Gratuity Wind-Up Payment based on their years of service, accumulated sick days and annual salary as of August 31, 2012, provided this is funded by the Provincial Government.

8. The Gratuity Wind-Up Payment shall be calculated as follows:

For Non-vested days, there would be a payout based on a formula, as follows:

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

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

X = years of services

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

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

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

**Dated at Windsor, Ontario, this X day of March 2023**  
**Status quo, so no sign off was completed.**

**FOR THE BOARD:**

**FOR THE UNION:**

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