

# **COLLECTIVE AGREEMENT**

**Between the**

**York Region District School Board**

**And the**

**Canadian Union of Public Employees  
Local 1196**



**Part "A" – CUPE Central Collective Agreement**

**Part "B" – CUPE Local 1196 Collective Agreement**

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

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# **APPENDIX I**

## **CUPE – PART A: CENTRAL TERMS**

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

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

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

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

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

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

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

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

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

### **C2.00 DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The mandate of the Committee shall be as follows:

a. Dispute Resolution

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

b. Not Adjudicative

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

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

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

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

b. The Crown shall have the following rights:

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

**C4.7 Referral of Disputes**

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

**C4.8 Carriage Rights**

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

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

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

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

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

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

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

#### **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.

Notice of the dispute shall include the following:

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

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

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

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

- a. Timelines may be extended by mutual consent of the parties.
- b. Working days shall be defined as Monday through Friday excluding statutory holidays.
- c. Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.
- d. Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

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

- a. The central parties may, on mutual agreement, request the assistance of a mediator.
- b. Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.
- c. Timelines shall be held in abeyance from the time of referral to mediation until the completion of the mediation process. The referral of a grievance to mediation is without prejudice to either parties' position on jurisdictional matters, including timeliness.

- d. The Parties agree to refer any mediation to agreed-upon mediator(s). In selecting a mediator, the parties shall have regard to reasonable availability, sector knowledge, and linguistic competence.
- e. Following ratification, the parties shall contact mediator(s) to establish three dates for mediation. Dates shall be scheduled in consultation with the parties. One of the expedited mediation sessions shall be conducted in French and two of the expedited mediation sessions shall be conducted in English every school year of the agreement unless agreed otherwise by the parties.
- f. It is understood that the resolution of any grievance under the mediation process shall be without prejudice and shall not be raised or relied upon by either party or the Crown in any future proceeding, except for enforcement purposes.
- g. The parties may jointly set down up to 5 (five) grievances for each review.
- h. The mediator shall have the authority to assist the parties in a mediated resolution to the grievance.
- i. Each party shall prepare a mediation brief to assist the mediator, which shall include the following:
  - A short description of the grievance.
  - A statement of relevant facts.
  - A list of any relevant provisions of the collective agreement.
  - Any relevant documentation.
- j. The description of the grievance and the relevant facts shall not be typically longer than two pages.
- k. The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.
- l. The responding party shall provide their brief no later than five (5) days prior to the scheduled review.
- m. The Crown may provide a brief no later than two (2) days prior to the review.
- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

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

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.

- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #7. Arbitrators on the list will be used in rotation, based on availability. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d. The Parties shall select an arbitrator from the list to subject to their availability to hear the matter within eighteen (18) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within eighteen (18) months the parties shall appoint a mutually agreed to arbitrator who is available within eighteen (18) months.
- e. The central parties may refer multiple grievances to a single arbitrator.
- f. The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

## **C5.00 BENEFITS**

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

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

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

Post Participation Date, the following shall apply:

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

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

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

## **C5.2 Funding**

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

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

## **C5.3 Cost Sharing**

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

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

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

- a) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- b) For the purposes of (a) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c) Amounts previously paid under (a) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- d) In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.

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

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

#### **C5.6 Benefits Committee**

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

#### **C5.7 Privacy**

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

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

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

##### **Definitions:**

The definitions below shall be exclusively used for this article.

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

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

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

- i. a long-term supply assignment within the meaning of the local collective agreement, or
- ii. where no such definition exists, a long-term supply assignment will be defined as twelve (12) days of continuous employment in one assignment.

**"Casual Employees"** means,

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

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

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

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

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

**a) Sick Leave Benefit Plan**

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

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

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

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

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

**d) Eligibility and Allocation**

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

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

**Permanent Employees**

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

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

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

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

**Employees on Long-Term Supply Assignments**

Employees completing long term supply assignments may only access sick leave and short-term disability leave in the fiscal year in which the allocation was provided. Any remaining allocation

may be used in subsequent long-term supply assignments, provided these occur within the same fiscal year.

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

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

**e) Refresh Provision for Permanent Employees**

Permanent Employees returning from LTD or workplace insurance leave to resume their regular working hours must complete eleven (11) consecutive working days at their regular working hours to receive a new allocation of sick/short-term disability leave. If the Employee has a recurrence of the same illness or injury, s/he is required to apply to reopen the previous LTD or WSIB claim, as applicable.

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

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

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

**f) WSIB & LTD**

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

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and

payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short-term leave and disability plans.

**g) Graduated Return to Work**

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

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

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

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

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

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

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

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

**h) Proof of Illness**

**Sick Leave Days Payable at 100%**

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

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

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

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

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

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

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

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

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

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

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

- i. When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long-Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short-term sick leave provision and qualification for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

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

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

This top-up is calculated as follows:

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

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

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

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

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

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

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

### **C7.1 Preamble**

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

### **C7.2 Membership**

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

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

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

### **C7.4 Meetings**

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

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

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

**C7.6 Without Prejudice or Precedent**

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

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

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

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

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

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

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

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

**C10.00 CASUAL SENIORITY EMPLOYEE LIST**

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

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

**Negotiations Committee**

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

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

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

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

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

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

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

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

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

**C14.00 SPECIALIZED JOB CLASSES**

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

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

**C15.00 PROFESSIONAL ACTIVITY DAYS**

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

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

**APPENDIX A**

**Name of Board where Dispute Originated:**

**CUPE Local & Bargaining Unit Description:**

**Policy      Group      Individual      Grievor's Name (if applicable):**

**Date Notice Provided to Local School Board/CUPE Local:**

**Central Provision(s) Violated:**

**Statute/Regulation/Policy/Guideline/Directive at issue (if any):**

**Comprehensive Statement of Facts (attach additional pages if necessary):**

**Remedy Requested:**

**Date:**

**Signature:**

**Committee Discussion Date:**

**Central File #:**

**Withdrawn      Resolved      Referred to Arbitration**

**Date:**

**Co-Chair Signatures:**

**This form must be forwarded to the Central Dispute Resolution Committee Co-Chairs no later than 30 working days after becoming aware of the dispute.**

## **APPENDIX B**

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

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

### **Other Retirement Gratuities**

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

**APPENDIX C - Medical Certificate**

**PART 1**

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

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

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

<p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____.</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>_____ dd _____ mm _____ VVVV</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ VVVV</p> <p>Signature _____ Date _____</p> <p><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>_____</p>
<p><b>Employee Address:</b> _____</p>	<p><b>Telephone No:</b> _____</p> <p><b>Work Location:</b> _____</p>
<p><b>Health Care Professional: The following information should be completed by the Health Care Professional</b></p>	

First Day of Absence:			
General Nature of Illness* ( <i>please do not include diagnosis</i> ):			
Date of Assessment: <b>dd mm yyyy</b>	No limitations and/or restrictions <input type="checkbox"/>  Return to work date: <b>dd mm yyyy</b>  <b>For limitations and restrictions, please complete Part 2.</b>		
<b>Health Care Professional, please complete the confirmation and attestation in Part 3</b>			
<b>PART 2 – Physical and/or Cognitive Abilities</b> <b>Health Care Professional to complete. Please outline your patient’s abilities and/or restrictions based on your objective medical findings. (<i>please complete all that is applicable</i>)</b>			
<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 ( <i>specify</i> ):	<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 ( <i>specify</i> ):	<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 ( <i>specify</i> ):	<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 ( <i>specify</i> ):
<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>specify</i> ):	<b>Stair Climbing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other ( <i>specify</i> ):	<input type="checkbox"/> <b>Use of hand(s):</b> <b>Left Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other ( <i>specify</i> ):  <b>Right Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other ( <i>specify</i> ):	

<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of <i>(please specify):</i>	<input type="checkbox"/> <b>Work at or</b> <b>above</b> <b>shoulder</b> <b>activity:</b>	<input type="checkbox"/> <b>Chemical exposure</b> <b>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</b> <b>Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following</b> <b>Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision-</b> <b>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</b> <b>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:	



<b>Completing Health Care Professional Name:</b> <b>(Please Print)</b>	_____
<b>Date:</b>	_____
<b>Telephone Number:</b>	_____
<b>Signature:</b>	_____

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

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

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

**AND**

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

**Re: Status Quo Central Items**

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

**Issues:**

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

## **LETTER OF UNDERSTANDING #2**

**BETWEEN**

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

**AND**

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

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

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

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

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

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

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

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

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

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

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

## **Common Central Provisions**

### **Maternity Benefits/SEB Plan**

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

### **SHORT-TERM PAID LEAVES**

The parties agree that the issue of short-term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

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

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

## **RETIREMENT GRATUITIES**

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

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

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

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

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

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

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

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

**AND**

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

**Re: Job Security: Protected Complement**

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

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

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

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:
  - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
  - b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Once the FTE number has been established in accordance with paragraph 3, above, the local parties shall jointly report the number to the Central Labour Relations Committee.

5. Notwithstanding the provisions of the School Boards Collective Bargaining Act (SBCBA) requiring the ratification of both local and central terms for a collective agreement to be effective, the parties agree that CUPE locals and School Boards will meet within 30 days of ratification of the central agreement to establish and maintain the protected complement.
6. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
  - a. priority for available temporary, casual and/or occasional assignments;
  - b. the establishment of a permanent supply pool where feasible;
  - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
7. The above language does not allow trade-offs between the classifications outlined below:
  - a. Educational Assistants
  - b. DECEs
  - c. Secretaries
  - d. Custodians
  - e. Cleaners
  - f. Information Technology Staff
  - g. Library Technicians
  - h. Instructors
  - i. Supervisors
  - j. Central Administration
  - k. Professionals
  - l. Maintenance/Trades
8. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
9. This Letter of Understanding expires on August 30, 2026.

## **LETTER OF UNDERSTANDING #4**

### **BETWEEN**

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

### **AND**

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

### **AND**

**The Crown**

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

#### **PREAMBLE:**

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

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

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

#### **II. DELIVERABLES**

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

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

#### **III. MEMBERSHIP**

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

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

**IV. CO-CHAIR SELECTION**

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

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

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

**AND**

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

**Re: Sick Leave**

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

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

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

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

**AND**

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

**Re: Central Labour Relations Committee**

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

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

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

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

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

**AND**

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

**RE: List of Arbitrators**

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

English Language:

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

French Language:

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

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

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

**LETTER OF UNDERSTANDING # 10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Ministry Initiatives Committee**

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

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

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Bereavement Leave**

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

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

3. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of three (3) days or more, there shall be no change to such language and this Letter of Understanding shall not apply.
4. Permanent Employees shall be as defined in local collective agreement terms, or if no such definition exists in a particular collective agreement, as defined in C6.
5. For clarity, while the specific provisions above (including the number of bereavement leave days and eligibility criteria) are not subject to local bargaining or amendment by the local parties, the local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Short Term Paid Leave**

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

**LETTER OF AGREEMENT # 13**

**BETWEEN**

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

**and**

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

**and**

**The Crown**

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

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

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

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

The task force will:

1. explore data and best practices relating to absenteeism initiatives including return to/remain at work practices;
2. gather and review information including but not restricted to the following:
  - a. utilization of the sick leave and short-term disability plans;
  - b. a jurisdictional scan on sick leave and short-term disability plans from the education sector in Canada and other broader public sector employers;
3. report its findings to school boards and local unions.

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

## **PART B – LOCAL TERMS**

### **PART LA – GENERAL**

#### **LA.1.0 – SCOPE AND RECOGNITION**

- LA.1.1 The word “Employee” or “Employees” wherever used in this Collective Agreement shall mean the Employees of the York Region District School Board in the collective bargaining unit set out in LA.1.2.
- LA.1.2 The Board recognizes the Union as the sole and exclusive bargaining agent for all Employees of the Board in the Region of York save and except Supervisor Facility Services, supervisors, forepersons, chief engineers, assistant community access and caretaking, the assistant of facility services, cafeteria managers, persons above any of the aforesaid ranks, office and clerical staff, teachers as defined in the Teaching Profession Act, registered nurses, students employed during the school vacation period, persons regularly employed for not more than twenty (20) hours per week.
- LA.1.3 Wherever the singular or masculine is used in this Collective Agreement, it shall be construed as if the plural or feminine has been used where the context of the party or parties hereto so requires.
- LA.1.4 The use of the word "parties" or "party" shall refer to the Employer and/or the Union.

#### **LA.2.0 – DURATION OF AGREEMENT**

- LA.2.1 The parties hereto agree that this Collective Agreement shall be effective from the 1st day of September 2022 until the 31<sup>st</sup> day of August 2026 and thereafter from year to year unless notice of desire to amend or terminate this Collective Agreement is given by either party to the other party within a period of not less than thirty (30) calendar days, nor more than ninety (90) calendar days prior to the expiry date of this Collective Agreement.
- LA. 2.2 If notice of desire to amend or terminate this Collective Agreement is given by either party, then the parties agree to meet for the purpose of negotiations within fifteen (15) calendar days after the giving of such notice if requested to do so, or at such other time as is mutually agreed upon by the parties.

#### **LA.3.0 – NO STRIKES – NO LOCKOUTS**

- LA.3.1 The Board undertakes that there will not be a lockout as defined in the Labour Relations Act during the term of this Collective Agreement.
- LA.3.2 The Union undertakes that there shall be no strike as defined in the Labour Relations Act during the term of this Collective Agreement.

- LA.3.3 No bargaining unit Employee shall be required to perform the duties of any other employee of the Board who is engaged in a legal strike or lockout.

#### **LA.4.0 – GRIEVANCE AND ARBITRATION PROCEDURES**

- LA.4.1 For the purposes of the Collective Agreement, a complaint under this section and/or grievance is defined as being a claim that there has been a violation of this Collective Agreement and that the Board or the Union has acted, for the purpose of application, administration or interpretation, in a manner which violates this Collective Agreement.

- LA.4.1.1 Grievance forms may be processed electronically and the Board's written reply, at all steps, shall be directed to the Senior Steward.

- LA.4.2 If an Employee has a complaint, the Employee shall first discuss the complaint with their immediate supervisor. The Employee may be accompanied by a Union Steward. Where the matter related to the application of formal discipline, the Employee shall proceed directly to Step 1.

For the purposes of the grievance procedure, the immediate supervisor is defined as the Supervisor of Facility Services/Supervisor of Maintenance (or their designate).

- LA.4.2.1 If the discussion with the immediate supervisor does not result in a settlement of the complaint within a period of five (5) working days, and the Employee wishes to proceed further, then the following steps in the grievance procedure should be followed.

LA.4.3 **STEP 1**

All written grievances must be submitted within fifteen (15) working days after the circumstances which gave rise to it came, or ought to have come, to the attention of the Employee concerned.

The aggrieved Employee shall first contact their steward. If the steward considers the matter to be a grievance, as defined in LA.4.1, then a grievance may be submitted in writing by the Senior Steward to the Manager Operations, or Manager Maintenance (or their designate) who shall answer the grievance in writing within ten (10) working days.

The grievance form must include:

- the particulars of the grievance;
- the article(s) of the collective agreement alleged to have been violated;
- the remedy sought; and
- is signed by the union.

Either party can request that a meeting take place prior to a reply being given at Step 1; such request will not result in an extension of the Step 1 timelines unless both parties agree. The meeting will include the Senior Steward and/or President (or their designate), the Manager Operations or Manager Maintenance (or their designate) and may also include the Senior Manager Plant Services (or designate) and the grievor. Additional information about the grievance particulars may be requested by the Board prior to issuing a written decision.

LA.4.4

**STEP 2:**

If the grievance is not settled as a result of Step 1, then within ten (10) working days after the decision of the Board has been received or should have been received, the Union will notify the designated HR Representative (or designate) in writing if the Union wishes to move the grievance to Step 2.

Upon receiving the grievance notification, the designated HR Representative (or designate) shall notify the Senior Steward of the time and place of a meeting, and shall schedule the meeting within ten (10) working days after receiving this notice.

The meeting may include up to 3 representatives from the Union and 3 representatives from Management. The designated HR Representative will issue a decision in writing with the rationale for the decision in writing to the Senior Steward (or designate) of the Union within ten (10) working days of being heard.

The Employer shall notify the Union in writing of the designated HR representative.

LA.4.5

The Board may submit to the Union a grievance with respect to the conduct of the Union, its Officers, stewards, members or with respect to any alleged violations of the Collective Agreement. Such a grievance may be presented by the Board, in writing, to the Senior Steward or designate, within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance.

If such a grievance is not settled within ten (10) working days of receiving the grievance, it may be referred to arbitration by the Board in accordance with the provision of LA.4.7 of this Collective Agreement.

LA.4.6

**GROUP GRIEVANCE**

A group grievance is defined as an alleged violation or misinterpretation of this Collective Agreement concerning two (2) or more Employees in one or more locations. A group grievance must be presented in writing to the designated Human Resources representative or designate within fifteen (15) working days after the alleged violation or misinterpretation as referred to in the Grievance Procedure at Step 2.

A group grievance is only possible when the remedy sought is similar.

The grievance must:

- state the number of Employees affected;
- identify the group of Employees who are grieving;
- be signed by those grieving or by three members of the Union Executive or their designates.

If the grievance is not resolved within ten (10) working days of receiving the grievance, it may be referred to arbitration by the party which originated the grievance under the provision of LA.4.7 of this Collective Agreement.

LA.4.7

**POLICY GRIEVANCE**

The Union may submit a policy grievance which is distinguishable from the grievance of an individual Employee and which concerns the Union itself and which alleges a violation or misinterpretation of this Collective Agreement. The grievance must be presented to the designated HR Representative (or designate) within fifteen (15) working days after the alleged violation or misinterpretation. Either party can request that a meeting take place prior to discuss the matter; such request will not result in an extension of the policy grievance timelines unless both parties agree.

If the grievance is not settled within ten (10) working days after the meeting, it may be referred to arbitration by the party which originated the grievance under the provision of LA.4.7 of this Collective Agreement.

LA.4.8

In the event that a grievance is to proceed to arbitration then the party, which originated the grievance, must send a Notice of Intention to proceed to arbitration to the other party within fifteen (15) working days after the last step in the Grievance Procedure has been exhausted. The party sending the Notice of Intention to proceed to arbitration shall copy in the CUPE National Representative. The Notice of Intention to proceed to arbitration shall contain:

- a statement of the matter in dispute;
- the relief sought from proceeding to arbitration; and
- the names and addresses of arbitrators the party is proposing hear the matter as a single arbitrator.

The parties may agree by mutual consent to have the grievance heard by a Board of Arbitration instead of a single arbitrator. In this case, the Notice of Intention will propose to proceed before an Arbitration Board and the name and address of the party's nominee to the Arbitration Board will be included in the Notice of Intention.

In cases of termination, arbitration shall be expedited as quickly and reasonably as possible.

Nothing in this agreement precludes the use of mediation by mutual consent. The cost of mediation will be equally shared by the Board and the Union.

LA.4.8.1

The party who receives the Notice of Intention to proceed to arbitration shall then notify the other party within ten (10) working days of an agreed to arbitrator selected from the other party's list of proposed arbitrators or shall propose alternate arbitrators. A copy shall be forwarded to the CUPE National Representative. The parties will mutually agree to a single arbitrator.

In the case that the parties mutually agree to proceed before an Arbitration Board, the recipient party of the Notice of Intention will forward the name of their nominee to the other party.

LA.4.8.2

If the parties cannot agree upon a single arbitrator to hear the matter within a period of ten (10) days after the receipt of the said notice, the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request by either party.

Where the parties mutually agree to proceed before an Arbitration Board the two nominees so appointed shall attempt to select a Chairperson for the Arbitration Board, but if they are

unable to agree upon the selection within a period of ten (10) working days, either of the nominees shall then have the right to request the Minister of Labour for Ontario to appoint a Chairperson for the Arbitration Board.

- LA.4.8.3 Each party shall bear the expenses of its own nominee to an Arbitration Board and the parties will share jointly and equally bear the expenses of the single arbitrator or the Chair of the Arbitration Board. Each party shall otherwise be responsible for its own expenses.
- LA.4.8.4 No grievance may be submitted to and/or dealt with by an arbitrator/Arbitration Board unless it has been properly carried through all the required steps of the Grievance and Arbitration Procedure.
- LA.4.8.5 The arbitrator/Arbitration Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision.
- LA.4.8.6 The arbitrator/Arbitration Board shall have the power to determine if any matter is arbitrable. Any arbitrator/Arbitration Board shall not have any authority to make any decision, which is inconsistent with the terms of this Collective Agreement, nor to add to or amend any of the terms of this Collective Agreement. The jurisdiction of the arbitrator/Arbitration Board shall be strictly confined to dealing with the issue in dispute between the parties, as outlined in the Notice of Intention to proceed to arbitration.
- LA.4.8.7 The decision of an arbitrator/Arbitration Board shall be final and binding upon the parties. Where the matter was heard by an Arbitration Board the decision shall be unanimous or one reached by a majority of the members of the Arbitration Board, provided, however, that if there is no majority decision of the Arbitration Board, then the decision of the Chairperson shall constitute a final and binding decision of the Arbitration Board.
- LA.4.9 Time limits set forth in this Article may be extended by mutual Agreement in writing between the parties hereto.
- LA.4.10 If an Employee is discharged, their grievance must be presented in writing, signed by the Employee concerned, within five (5) working days after the discharge, to the designated HR Representative (or designate).
- A meeting will be held to present the grievance and may include up to three (3) representatives from the Union and three (3) representatives from Management. The designated Human Resources representative (or designate) shall answer the grievance in writing within five (5) working days after the grievance is presented. If the grievance is not resolved, it may proceed to the arbitration procedure.
- LA.4.10.1 Where an Employee's grievance against their discharge or suspension comes before an arbitrator/Arbitration Board, the arbitrator/Arbitration Board may make a ruling:
- LA.4.10.1.1 confirming the Board's action, or

- LA.4.10.1.2 reinstating the Employee with or without compensation for wages lost (except for the amount of any remuneration the Employee has received elsewhere pending the disposition of their case), or
- LA.4.10.1.3 disposing of the grievance in any other manner which may be just and equitable.
- LA.4.11 It is understood that no grievance may be submitted concerning the discharge, lay-off or other forms of disciplinary action of a probationary Employee.

Where it is the intent of the Board to discipline and/or terminate the probationary Employee, a representative of the Union shall be present.

#### **LA.5.0 – RESERVATION OF BOARD RIGHTS**

- LA.5.1 The Union acknowledges that the management of the Board’s operation and the direction of its Employees shall continue to be vested exclusively with the Board and shall, among other things, include the right to:
  - LA.5.1.1 hire, promote, transfer;
  - LA.5.1.2 make and alter reasonable rules and regulations to be observed by the Employee;
  - LA.5.1.3 demote, suspend, transfer for disciplinary reasons, discharge or otherwise discipline Employees for just cause.
- LA.5.2 All rights set forth in this Article will not be exercised in a manner contrary to the provisions of this Collective Agreement.

#### **LA.6.0 – UNION SECURITY**

- LA.6.1 All Employees of the Board who are covered by this Collective Agreement shall be required to have monthly dues deducted from their pay commencing the next pay from which dues are scheduled to be deducted.

The Employer shall deduct a one time deduction of \$1.00 from each Employees first pay cheque on acceptance of employment.
- LA.6.1.1 The Union shall indemnify and hold the Employer harmless from any claims, suits, attachments, and any forms of liability as a result of such deductions authorized by the Union.
- LA.6.2 Where required by legislation or the employer, the Board shall pay all future costs for any required employment related police check or offence declarations for permanent CUPE 1196 members pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law.

Employees shall use the service designated by the Board. All information obtained through this process shall be collected and managed in a secure manner that provides for confidentiality and privacy for Employees.

### LA.6.3 **UNION ORIENTATION**

#### Notification of new hires

The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all Employees hired into the bargaining unit within the first thirty (30) days of employment.

#### Orientation Sessions

Where the Employer conducts staff orientation sessions, the union will be provided an hour during such session to make a presentation about membership in the Union. The Employer will leave the room during the union presentation.

#### New Employees

All new Employees will be provided with a list of Union Stewards or Representatives in their new hire start up package. The Union will provide the Board with the list to be included in the new hire start up package.

LA.6.4 The deduction of Union dues shall be made every pay period and the total amount of Union dues deducted shall be forwarded by the Board to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month together with an electronic list of names and addresses, phone numbers, status and classifications of all Employees from whose wages the deductions have been made. The list shall also indicate the amount of dues deducted from each Employee.

LA.6.4.1 A copy of this list shall be forwarded by the Board to the National Headquarters of the Canadian Union of Public Employees. In addition, the Board agrees to collect a special assessment once a year if requested by the Union.

### **LA.7.0 – SENIORITY**

LA.7.1 For the purposes of this Collective Agreement, seniority means length of service with CUPE Local 1196 or with any predecessor local union, which has been amalgamated or merged with the Board.

LA.7.2 An Employee shall be considered a probationary Employee until they have been employed for sixty (60) days of work after which time their name shall be placed on the seniority list and their seniority shall date back to the date of hiring.

LA.7.3 The Board will maintain a seniority list showing each Employee's name, job classification, and the date upon which their seniority commenced. Where one or more Employees commences employment on the same date, seniority shall be determined by alphabetical order of Employees surname on date of hire.

- LA.7.3.1 The seniority list will be revised and posted on the BWW twice a year at the end of May and the end of November and an electronic copy will be forwarded to the Union President and Senior Steward.
- LA.7.3.2 Union and member complaints about the accuracy of the seniority list will be considered within thirty (30) working days of the date of posting and the list shall be deemed to be accurate if no complaint or grievance is received within the said time limit of thirty (30) working days.
- LA.7.4 The selection and promotion of an Employee to a position outside the bargaining unit is not governed by this Collective Agreement.
- LA.7.4.1 If an Employee is transferred to a position outside the bargaining unit and is later returned to a position within the bargaining unit, then the seniority which the Employee had acquired prior to their transfer outside the bargaining unit shall be retained by the Employee, provided the Employee is transferred back into the bargaining unit within a period of twelve (12) months. The period can be extended in writing upon mutual agreement between the Board, the Union and the Employee up to an additional twelve (12) months. If transferred back into the bargaining unit after twelve (12) months, or if an extension is agreed after twenty-four (24) months, the Employee's seniority will start after, but their length of service will continue to be calculated from their original hire date with the Board.
- LA.7.4.2 No Employee shall be promoted to a position outside the bargaining unit without the Employee's agreement.
- LA.7.5 Top seniority rights shall be accorded to current members of Local 1196's Officers and stewards. This shall mean that those Employees shall be retained during their respective terms of office notwithstanding their positions on the seniority list provided full-time work for which they are qualified and able to perform at their own or lower hourly rate is available.
- LA.7.6 If an Employee is absent from work because of personal illness, accident or leave of absence authorized by the Board, the Employee shall not lose their seniority rights. However, an Employee's seniority shall only be lost, and the Employee deemed terminated, for any of the following reasons:
- LA.7.6.1 dismissal for just cause;
- LA.7.6.2 voluntary resignation;
- LA.7.6.3 lay-off for twelve (12) consecutive months;
- LA.7.6.4 fails to report to the Board within the time specified in a recall notice or fails to report for work on the date specified in a recall notice unless unable to for valid reasons. Notices of recall shall be sent by registered mail or external courier to the Employee's last address on the Board's Human Resource Services records;
- LA.7.6.5 absence from work for three consecutive working days without a valid reason.

LA.7.7 It shall be the duty of the Employee to notify the Board's Human Resource Services in writing within seven (7) working days of any change of address or telephone number. If an Employee should fail to do this, the Board will not be responsible for failure of a notice to reach such Employee, and any notice sent by the Board by registered mail or external courier to the address of the Employee which appears on the Board's Human Resource Services records shall be conclusively deemed to have been received by the Employee.

#### **LA.8.0 – TRADE UNION REPRESENTATION**

- LA.8.1 The Union shall elect or appoint up to twenty (20) stewards.
- LA.8.1.1 An Employee shall not qualify to serve as a steward unless they have acquired seniority under the terms of this Collective Agreement.
- LA.8.1.2 The Union shall, within fifteen (15) working days after the date of the signing of this Collective Agreement, notify the Board in writing of the names of stewards and the Union will inform the Board within ten (10) working days thereafter of any change in the list of stewards.
- LA.8.1.3 The Board shall not be obliged to recognize any steward unless the Board has been properly informed of the steward's appointment or election.
- LA.8.1.4 In addition to stewards elected or appointed pursuant to LA.8.1, the Union shall elect or appoint a Senior Steward.
- LA.8.1.5 The Board agrees to recognize a Union Grievance Committee comprised of the Senior Steward, one other steward, the President and any others deemed necessary by mutual consent of the parties, and the names of these individuals shall be supplied by the Union to the Board.
- LA.8.1.6 It is clearly understood that stewards will not absent themselves from their regular duties unreasonably in order to deal with the grievances of Employees or with other Union business.
  - LA.8.1.6.1 In accordance with this undertaking, the Board will compensate the stewards and also any grievor for any loss of pay for time spent at meetings with the Board or for time spent by stewards in the investigation or processing of grievances.
  - LA.8.1.6.2 This compensation does not apply for any time spent on these matters outside regular working hours.
- LA.8.1.7 At no time shall a school be left unattended during working hours unless the steward and/or the Employee has been given prior approval by their immediate Supervisor from Plant Services.
- LA.8.1.8 It is understood that stewards, Union Representatives and committee members have their regular work to perform on behalf of the Board.
- LA.8.1.9 If it is necessary for a steward to service a grievance during their working hours, the steward shall not leave their work without first obtaining the permission of the available Supervisor from Plant

Services. It is understood that stewards, in each instance, will report their leaving time and return time to their immediate Supervisor from Plant Services.

- LA.8.1.9.1 If requested, the steward shall give a reasonable explanation why they deem such action is necessary and when resuming their regular work, they shall then again report to their immediate available Supervisor from Plant Services.
- LA.8.1.9.2 Permission from a supervisor shall not be unreasonably withheld.
- LA.8.1.10 It is understood and agreed that Union stewards who are elected or appointed under the terms of this Collective Agreement shall have reasonable access to school premises or work locations at reasonable times for the purposes of investigating or processing grievances or when dealing with matters which are properly under the jurisdiction of stewards under the terms of this Collective Agreement. Union Stewards when entering a work location shall report to the Principal or Principal's designate, or to the supervisor of the work location if not a school premise.

#### **LA.9.0 – LABOUR MANAGEMENT RELATIONS**

- LA.9.1 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Board without prior authorization of the Union. In order that this may be carried out, the Union will supply the Board with the names of its officers.
- LA.9.2 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board. Such representatives shall have reasonable access to the Board's premises in order to investigate and assist in the settlement of a grievance.
- LA.9.3 Time spent at approved Board/Union Committees including those referenced in LA.9.3.2 shall be considered as time worked.
- LA.9.4 No Employee negotiating committee members shall be required to report to work on negotiations days provided that direct negotiations take place for any part of such days. In the period six (6) months prior to the termination of this Collective Agreement each member of the Union Bargaining Committee shall be entitled to two (2) days off with pay to prepare for negotiations. An additional one (1) day will be available for use during negotiations.
  - LA.9.4.1 The Board reserves the right to limit the payment for members in LA.9.4 to up to eight (8) Employees per day to prepare for negotiations and up to six (6) Employees for the additional one (1) day available during negotiations. However, the Board shall not continue to pay for any committee members when third party assistance is requested and present at negotiating meetings with both parties.
- LA.9.5 Employees who are members of and attend approved Board/Union Committees and who are scheduled to work that day shall report to work for the remainder of the required shift time.

LA.9.6 All correspondence between the parties, arising out of this Collective Agreement and incidental thereto shall pass to and from the Superintendent responsible for Human Resource Services, or designate, and the President of the Union, or designate unless otherwise specified in this Agreement.

#### **LA.10.0 – UNION MANAGEMENT COMMITTEE**

LA.10.1 The Board and the Union agree to recognize a Union Management Committee which shall be made up of four (4) representatives of each party and any others deemed necessary by mutual consent which shall meet at times mutually agreed upon by the parties for the purposes of discussing mutual concerns, which are not properly matters to be dealt with by other committees.

LA.10.2 The Union Management Committee shall meet monthly or as otherwise agreed upon by the parties. These meetings shall occur on the first Wednesday of every month. Meeting changes will be mutually agreed to by the parties.

#### **LA.11.0 – VACANCIES AND JOB POSTINGS**

LA.11.1 All bargaining unit vacancies shall be posted for five (5) working days and then filled within thirty (30) working days.

LA.11.2 All bargaining unit vacancies shall be posted within fifteen (15) days of the position becoming vacant or of the creation of a new position.

LA.11.3 All postings shall include the following information:

- Position
- Qualifications
- Education
- Shifts
- Location
- Rate of Pay

LA.11.4 In filling any posted vacancy or new position for a position within the bargaining unit the Board will consider the skill, ability, qualifications, and training of the staff in question to perform the normal required work; however, where these are relatively equal, the Employee with the most seniority shall be selected.

LA.11.5 All applications for a posted vacancy or a new position shall be made using the Boards online application system.

LA.11.6 It is understood that the Board shall have the right to temporarily fill a vacancy for a period of up to thirty (30) days of work or for a longer period of time by mutual Agreement of the Union and the Board. The Employee filling the temporary position (vacancy) for more than fifteen (15) working days shall receive the applicable rate of pay retroactive to when the Employee filled the temporary position (vacancy).

LA.11.7 In the event of a temporary vacancy created by an Employee's extended absence from their position the position may be declared vacant and filled on a temporary basis or a permanent basis by mutual Agreement. The absent Employee shall have the right to return to the same work location/same geographical location for a period of up to eighteen (18) months from the first day of absence.

A Caretaking Employee that created a temporary vacancy shall have the right to return to the same position and same work location for a period of up to eighteen (18) months from the first day the vacancy was created.

A Maintenance Employee that created a temporary vacancy shall have the right to return to the same position and same geographical location for a period of up to eighteen (18) months from the first day the vacancy was created.

LA.11.7.1 In the event that an Employee whose absence created the vacancy, returns to work later than the eighteen (18) months mentioned in Article LA.11.6.1, that Employee may be returned to a similar position without loss of pay or seniority, but not necessarily to the same location. The Board will attempt to place the Employee in the same geographical area.

LA.11.8 Any successful applicant to fill a vacancy or new position will be placed in the vacancy or new position for a trial period not to exceed sixty (60) working days and if the Employee proves satisfactory during this period of time, the Employee will then be confirmed in their new classification.

LA.11.9 Employees will remain in a position for a minimum of three (3) months. This does not prevent Employees from applying for a promotion. However, this requirement can be waived with the permission of the Superintendent responsible for Human Resource Services or designate. This requirement will not apply to Employees redeployed to a location as a result of the reduction of the staffing complement at their original location.

LA.11.10 During the trial period, the Employee will be paid the rate of pay for the job the Employee is doing in accordance with Article LB.1.6.

LA.11.11 If the Employee proves unsatisfactory during the trial period, they will be returned to their former position, former rate of pay and former work location, if vacant. A position is no longer considered vacant if an offer of employment has been made and the Employee has accepted.

If the position is not vacant, the Employee will return to a vacant position in the same classification.

LA.11.12 Should the Employee wish to return to their former position, or former location they may do so if it is within twenty (20) business days of commencing the new position and/or location, if their original position and location is still vacant.

If moving back to their former position or former location is not possible, the Employee will be returned to their former rate of pay at another location. The Board will attempt to place the Employee within the former geographic area where there is agreement between the Union, the Board and the Employee.

- LA.11.13 When a successful applicant has been chosen for a vacancy the Board shall post the name of the person who was successful in filling the vacancy. Such notice will be sent out within ten (10) working days of acceptance of the offer.
- LA.11.14 Caretaker positions will be filled by lateral moves, based on seniority. However, there are circumstances where an Employee will not be allowed to relocate due to a poor performance record, which may include discipline on file at the level of written reprimand or higher or attendance problems.

In addition, there may be exceptional circumstances where the position requires specific characteristics, which will be identified on the posting. In these cases internal candidates that meet the posted requirements will be interviewed.

#### **LA.12.0 – OCCUPATIONAL HEALTH AND SAFETY**

- LA.12.1 It is understood by the parties to this collective agreement that there will be a Joint Occupational Health and Safety Committee of the Board and the support staff.
- LA.12.2 The Union and the Board agree that the terms of reference for the Joint Occupational Health and Safety Committee shall reflect representation on the committee for both CUPE 1196 and CUPE 1734.
- LA.12.3 The Board recognizes its obligation to provide a secure environment for Employees in accordance with the Board's Safe Schools Policy, obligations of Health and Safety as set out in the Occupational Health and Safety Act, Asbestos program, Workplace Violence Policy, requirements for Personal Protective Equipment, process for Work Refusals and prevention of reprisal.

**LB – WAGES AND BENEFITS**

**LB.1.0 – RATES OF PAY AND CLASSIFICATIONS**

**SHIFT PREMIUMS**

**AFTERNOON SHIFT (Refers to LB.3.1)**

<b>EFFECTIVE DATE</b>	<b>RATE PER HOUR</b>
September 1, 2008	\$ 0.50
September 1, 2009	\$ 0.52
September 1, 2010	\$ 0.53
September 1, 2011	\$ 0.55
September 1, 2019 (+ 0.75% Bill 124)	\$ 0.56
September 1, 2020 (+ 0.75% Bill 124)	\$ 0.57
September 1, 2021 (+ 2.75% Bill 124)	\$ 0.59
September 1, 2022	\$ 0.59
September 1, 2023	\$ 0.59
September 1, 2024	\$ 0.59
September 1, 2025	\$ 0.59

**MIDNIGHT SHIFT (Refers to LB.3.2)**

<b>EFFECTIVE DATE</b>	<b>RATE PER HOUR</b>
September 1, 2008	\$ 0.61
September 1, 2009	\$ 0.63
September 1, 2010	\$ 0.65
September 1, 2011	\$ 0.67
September 1, 2019 (+ 0.75% Bill 124)	\$ 0.68
September 1, 2020 (+ 0.75% Bill 124)	\$ 0.69
September 1, 2021 (+ 2.75% Bill 124)	\$ 0.72
September 1, 2022	\$ 0.72
September 1, 2023	\$ 0.72
September 1, 2024	\$ 0.72
September 1, 2025	\$ 0.72

**Effective September 1, 2022 - \$1.00 per hour Increase**

<b>CLASSIFICATION</b>	<b>Effective September 1, 2022</b>		
	<b>Start</b>	<b>Mid</b>	<b>Job</b>
<b>Caretaker</b> (caretaker in a work location under supervision) CRK-001	24.97	25.45	26.01
<b>Lead Caretaker # 1</b> (caretaker in a work location with fewer than 2 other caretakers) CRK-021	26.06	26.40	26.77
<b>Lead Caretaker # 2</b> (caretaker in a work location and is responsible for 2 other caretakers) CRK-022	26.41	26.94	27.29
<b>Lead Caretaker # 3</b> (caretaker in a work location and is responsible for the work location and 3 to 7 other caretakers) CRK-023	26.86	27.56	28.03
<b>Service Team Coordinator -</b> CRK-030	26.86	27.56	28.03
<b>Lead Caretaker # 4</b> (caretaker in a work location and is responsible for the work location and 8 or more other caretakers) CRK--024	27.96	28.55	29.03
<b>Groundskeeper</b> (responsible for undertaking of tasks to maintain sites as assigned) OTD-020	26.86	27.56	28.03
<b>Landscaper</b> (responsible for undertaking of landscaping tasks as assigned) OTD-021	27.96	28.55	29.03
<b>Courier – OTD-001</b>	25.28	25.74	26.26
<b>Truck Driver – OTD-002</b>	26.63	27.12	27.63
<b>* Maintenance Person No. 1</b> - (responsible for undertaking of tasks to maintain Board owned buildings, sites and equipment as assigned) MTN-021	27.96	28.55	29.03
<b>* Maintenance Person No. 2<sup>1</sup></b> - (responsible for maintaining Board owned buildings, sites and equipment and/or perform tasks requiring skills in specific trade areas) MTN-022	28.97	29.44	29.96
<b>* Maintenance Person No. 3<sup>1</sup></b> - (maintenance person who is working at the trade in which they are licensed) MTN-023	29.53	30.05	30.57
<b>* CCTV – MTN-024</b>	29.20	29.67	30.20
<b>* Fire Alarm – MTN-025</b>	29.53	30.05	30.57

**\* Must have and maintain the appropriate classification of driver's license**

**MARKET ADJUSTED RATES – Effective September 1, 2022**

Classification	Effective September 1, 2022		
	Start	Mid	Job
<b>Maintenance Person #2</b> (Cabinetmaking / Carpentry / Mechanical)	32.33	32.85	33.44
<b>Maintenance Person #2</b> (Lead Hand (Painter) / Painter / Small Engines)	30.93	31.43	31.99
<b>Maintenance Person #3</b> (Electrical / HVAC / Plumbing)	35.81	36.44	37.08
<b>Maintenance Person #3</b> (Cabinetmaking / Carpentry)	32.95	33.54	34.12
<b>Maintenance Person #3</b> (Small Engines / Welding / Fire Alarm)	31.53	32.08	32.64
<b>Maintenance Person #3</b> (Gas Fitter / Gas Tech)	33.81	34.41	35.01
<b>Maintenance Person #3</b> (CCTV and Security System Technician)	31.17	31.68	32.24
<b>(Locksmith)*</b>	30.93	31.43	31.99

\*Must have and maintain the Locksmith license requirements

**Effective September 1, 2022 - No change for Position of Responsibility Allowances**

<b>4th Class Engineer</b>	Applicable rate plus \$.48 per hour. Additional \$.48 per hour for Stationary Engineers in registered plants only.
<b>Ministry of Labour Licenses</b>	Applicable rate plus \$.48 per hour. Additional \$.99 per hour for maintenance employees who use the license only.
<b>Bilingual Employee (where required)</b>	Applicable rate plus \$.42 per hour. (where required)
<b>Lead Hand Painter</b>	Applicable rate plus \$.59 per hour.
<b>Grass Cutter/Snow Remover</b>	This job shall be posted and the rate of pay shall be that of Lead Caretaker # 1.
<b>Maintenance Apprentice</b>	Year 1 rate of pay - same as Caretaker Year 2 rate of pay - same as Lead Caretaker # 1 Year 3 rate of pay - same as Lead Caretaker # 2 Year 4 - see applicable rate
<b>Building Environment Systems (B.E.S.)</b>	Applicable rate plus \$.48 per hour payable to Lead Caretaker # 2, Lead Caretaker # 3 and Lead Caretaker # 4 who hold the qualification.
<b>Chainsaw</b>	Applicable rate plus \$.24 per hour for grass cutters, groundskeepers & landscapers who are required to use chainsaws.
<b>Small Drinking Water Systems Certificate</b>	For schools on wells only, applicable rate plus \$.48 per hour.
<b>CUPE 1196 President</b>	Applicable rate plus \$3.33 per hour.
<b>Senior Steward</b>	Applicable rate plus \$6.00 per hour.
<b>Backflow Preventor</b>	Applicable rate plus \$.48 per hour where it is required for the performance of the job
<b>Forklift</b>	Applicable rate plus \$.21 per hour where it is required for the performance of the job

**Effective September 1, 2023 - \$1.00 per hour Increase**

<b>CLASSIFICATION</b>	<b>Effective September 1, 2023</b>		
	<b>Start</b>	<b>Mid</b>	<b>Job</b>
<b>Caretaker</b> (caretaker in a work location under supervision) CRK-001	25.97	26.45	27.01
<b>Lead Caretaker # 1</b> (caretaker in a work location with fewer than 2 other caretakers) CRK-021	27.06	27.40	27.77
<b>Lead Caretaker # 2</b> (caretaker in a work location and is responsible for 2 other caretakers) CRK-022	27.41	27.94	28.29
<b>Lead Caretaker # 3</b> (caretaker in a work location and is responsible for the work location and 3 to 7 other caretakers) CRK-023	27.86	28.56	29.03
<b>Service Team Coordinator</b> - CRK-030	27.86	28.56	29.03
<b>Lead Caretaker # 4</b> (caretaker in a work location and is responsible for the work location and 8 or more other caretakers) CRK--024	28.96	29.55	30.03
<b>Groundskeeper</b> (responsible for undertaking of tasks to maintain sites as assigned) OTD-020	27.86	28.56	29.03
<b>Landscaper</b> (responsible for undertaking of landscaping tasks as assigned) OTD-021	28.96	29.55	30.03
<b>Courier</b> – OTD-001	26.28	26.74	27.26
<b>Truck Driver</b> – OTD-002	27.63	28.12	28.63
<b>* Maintenance Person No. 1</b> - (responsible for undertaking of tasks to maintain Board owned buildings, sites and equipment as assigned) MTN-021	28.96	29.55	30.03
<b>* Maintenance Person No. 2<sup>1</sup></b> - (responsible for maintaining Board owned buildings, sites and equipment and/or perform tasks requiring skills in specific trade areas) MTN-022	29.97	30.44	30.96
<b>* Maintenance Person No. 3<sup>1</sup></b> - (maintenance person who is working at the trade in which they are licensed) MTN-023	30.53	31.05	31.57
<b>* CCTV</b> – MTN-024	30.20	30.67	31.20
<b>* Fire Alarm</b> – MTN-025	30.53	31.05	31.57

***\* Must have and maintain the appropriate classification of driver's license.***

**MARKET ADJUSTED RATES- Effective September 1, 2023**

Classification	Effective September 1, 2023		
	Start	Mid	Job
<b>Maintenance Person #2</b> (Cabinetmaking / Carpentry / Mechanical)	33.33	33.85	34.44
<b>Maintenance Person #2</b> (Lead Hand (Painter) / Painter / Small Engines)	31.93	32.43	32.99
<b>Maintenance Person #3</b> (Electrical / HVAC / Plumbing)	36.81	37.44	38.08
<b>Maintenance Person #3</b> (Cabinetmaking / Carpentry)	33.95	34.54	35.12
<b>Maintenance Person #3</b> (Small Engines / Welding / Fire Alarm)	32.53	33.08	33.64
<b>Maintenance Person #3</b> (Gas Fitter / Gas Tech)	34.81	35.41	36.01
<b>Maintenance Person #3</b> (CCTV and Security System Technician)	32.17	32.68	33.24
<b>(Locksmith)*</b>	31.93	32.43	32.99

\*Must have and maintain the Locksmith license requirements

**Effective September 1, 2023 - No change for Position of Responsibility Allowances**

<b>4th Class Engineer</b>	Applicable rate plus \$.48 per hour. Additional \$.48 per hour for Stationary Engineers in registered plants only.
<b>Ministry of Labour Licenses</b>	Applicable rate plus \$.48 per hour. Additional \$.99 per hour for maintenance employees who use the license only.
<b>Bilingual Employee (where required)</b>	Applicable rate plus \$.42 per hour. (where required)
<b>Lead Hand Painter</b>	Applicable rate plus \$.59 per hour.
<b>Grass Cutter/Snow Remover</b>	This job shall be posted, and the rate of pay shall be that of Lead Caretaker # 1.
<b>Maintenance Apprentice</b>	Year 1 rate of pay - same as Caretaker Year 2 rate of pay - same as Lead Caretaker # 1 Year 3 rate of pay - same as Lead Caretaker # 2 Year 4 - see applicable rate
<b>Building Environment Systems (B.E.S.)</b>	Applicable rate plus \$.48 per hour payable to Lead Caretaker # 2, Lead Caretaker # 3 and Lead Caretaker # 4 who hold the qualification.
<b>Chainsaw</b>	Applicable rate plus \$.24 per hour for grass cutters, groundskeepers and landscapers who are required to use chainsaws.
<b>Small Drinking Water Systems Certificate</b>	For schools on wells only, applicable rate plus \$.48 per hour.
<b>CUPE 1196 President</b>	Applicable rate plus \$3.33 per hour.
<b>Senior Steward</b>	Applicable rate plus \$6.00 per hour.
<b>Backflow Preventor</b>	Applicable rate plus \$.48 per hour where it is required for the performance of the job
<b>Forklift</b>	Applicable rate plus \$.21 per hour where it is required for the performance of the job

**Effective September 1, 2024 - \$1.00 per hour Increase**

<b>CLASSIFICATION</b>	<b>Effective September 1, 2024</b>		
	<b>Start</b>	<b>Mid</b>	<b>Job</b>
<b>Caretaker</b> (caretaker in a work location under supervision) CRK-001	26.97	27.45	28.01
<b>Lead Caretaker # 1</b> (caretaker in a work location with fewer than 2 other caretakers) CRK-021	28.06	28.40	28.77
<b>Lead Caretaker # 2</b> (caretaker in a work location and is responsible for 2 other caretakers) CRK-022	28.41	28.94	29.29
<b>Lead Caretaker # 3</b> (caretaker in a work location and is responsible for the work location and 3 to 7 other caretakers) CRK-023	28.86	29.56	30.03
<b>Service Team Coordinator</b> - CRK-030	28.86	29.56	30.03
<b>Lead Caretaker # 4</b> (caretaker in a work location and is responsible for the work location and 8 or more other caretakers) CRK--024	29.96	30.55	31.03
<b>Groundskeeper</b> (responsible for undertaking of tasks to maintain sites as assigned) OTD-020	28.86	29.56	30.03
<b>Landscaper</b> (responsible for undertaking of landscaping tasks as assigned) OTD-021	29.96	30.55	31.03
<b>Courier</b> – OTD-001	27.28	27.74	28.26
<b>Truck Driver</b> – OTD-002	28.63	29.12	29.63
<b>* Maintenance Person No. 1</b> - (responsible for undertaking of tasks to maintain Board owned buildings, sites and equipment as assigned) MTN-021	29.96	30.55	31.03
<b>* Maintenance Person No. 2<sup>1</sup></b> - (responsible for maintaining Board owned buildings, sites and equipment and/or perform tasks requiring skills in specific trade areas) MTN-022	30.97	31.44	31.96
<b>* Maintenance Person No. 3<sup>1</sup></b> - (maintenance person who is working at the trade in which they are licensed) MTN-023	31.53	32.05	32.57
<b>* CCTV</b> – MTN-024	31.20	31.67	32.20
<b>* Fire Alarm</b> – MTN-025	31.53	32.05	32.57

***\* Must have and maintain the appropriate classification of driver's license.***

**MARKET ADJUSTED RATES – Effective September 1, 2024**

CLASSIFICATION	Effective September 1, 2024		
	Start	Mid	Job
<b>Maintenance Person #2</b> (Cabinetmaking / Carpentry / Mechanical)	34.33	34.85	35.44
<b>Maintenance Person #2</b> (Lead Hand (Painter) / Painter / Small Engines)	32.93	33.43	33.99
<b>Maintenance Person #3</b> (Electrical / HVAC / Plumbing)	37.81	38.44	39.08
<b>Maintenance Person #3</b> (Cabinetmaking / Carpentry)	34.95	35.54	36.12
<b>Maintenance Person #3</b> (Small Engines / Welding / Fire Alarm)	33.53	34.08	34.64
<b>Maintenance Person #3</b> (Gas Fitter / Gas Tech)	35.81	36.41	37.01
<b>Maintenance Person #3</b> (CCTV and Security System Technician)	33.17	33.68	34.24
<b>(Locksmith)*</b>	32.93	33.43	33.99

\*Must have and maintain the Locksmith license requirements

**Effective September 1, 2024 - No change for Position of Responsibility Allowances**

<b>4th Class Engineer</b>	Applicable rate plus \$.48 per hour. Additional \$.48 per hour for Stationary Engineers in registered plants only.
<b>Ministry of Labour Licenses</b>	Applicable rate plus \$.48 per hour. Additional \$.99 per hour for maintenance employees who use the license only.
<b>Bilingual Employee (where required)</b>	Applicable rate plus \$.42 per hour. (where required)
<b>Lead Hand Painter</b>	Applicable rate plus \$.59 per hour.
<b>Grass Cutter/Snow Remover</b>	This job shall be posted & the rate of pay shall be that of Lead Caretaker # 1.
<b>Maintenance Apprentice</b>	Year 1 rate of pay - same as Caretaker Year 2 rate of pay - same as Lead Caretaker # 1 Year 3 rate of pay - same as Lead Caretaker # 2 Year 4 - see applicable rate
<b>Building Environment Systems (B.E.S.)</b>	Applicable rate plus \$.48 per hour payable to Lead Caretaker # 2, Lead Caretaker # 3 and Lead Caretaker # 4 who hold the qualification.
<b>Chainsaw</b>	Applicable rate plus \$.24 per hour for grass cutters, groundskeepers and landscapers who are required to use chainsaws.
<b>Small Drinking Water Systems Certificate</b>	For schools on wells only, applicable rate plus \$.48 per hour.
<b>CUPE 1196 President</b>	Applicable rate plus \$3.33 per hour.
<b>Senior Steward</b>	Applicable rate plus \$6.00 per hour.
<b>Backflow Preventor</b>	Applicable rate plus \$.48 per hour where it is required for the performance of the job
<b>Forklift</b>	Applicable rate plus \$.21 per hour where it is required for the performance of the job

**Effective September 1, 2025 - \$1.00 per hour Increase**

<b>CLASSIFICATION</b>	<b>Effective September 1, 2025</b>		
	<b>Start</b>	<b>Mid</b>	<b>Job</b>
<b>Caretaker</b> (caretaker in a work location under supervision) CRK-001	27.97	28.45	29.01
<b>Lead Caretaker # 1</b> (caretaker in a work location with fewer than 2 other caretakers) CRK-021	29.06	29.40	29.77
<b>Lead Caretaker # 2</b> (caretaker in a work location and is responsible for 2 other caretakers) CRK-022	29.41	29.94	30.29
<b>Lead Caretaker # 3</b> (caretaker in a work location and is responsible for the work location and 3 to 7 other caretakers) CRK-023	29.86	30.56	31.03
<b>Service Team Coordinator</b> - CRK-030	29.86	30.56	31.03
<b>Lead Caretaker # 4</b> (caretaker in a work location and is responsible for the work location and 8 or more other caretakers) CRK-024	30.96	31.55	32.03
<b>Groundskeeper</b> (responsible for undertaking of tasks to maintain sites as assigned) OTD-020	29.86	30.56	31.03
<b>Landscaper</b> (responsible for undertaking of landscaping tasks as assigned) OTD-021	30.96	31.55	32.03
<b>Courier</b> – OTD-001	28.28	28.74	29.26
<b>Truck Driver</b> – OTD-002	29.63	30.12	30.63
<b>* Maintenance Person No. 1</b> - (responsible for undertaking of tasks to maintain Board owned buildings, sites and equipment as assigned) MTN-021	30.96	31.55	32.03
<b>* Maintenance Person No. 2<sup>1</sup></b> - (responsible for maintaining Board owned buildings, sites and equipment and/or perform tasks requiring skills in specific trade areas) MTN-022	31.97	32.44	32.96
<b>* Maintenance Person No. 3<sup>1</sup></b> - (maintenance person who is working at the trade in which they are licensed) MTN-023	32.53	33.05	33.57
<b>* CCTV</b> – MTN-024	32.20	32.67	33.20
<b>* Fire Alarm</b> – MTN-025	32.53	33.05	33.57

**\* Must have and maintain the appropriate classification of driver's license.**

**MARKET ADJUSTED RATES – Effective September 1, 2025**

CLASSIFICATION	Effective September 1, 2025		
	Start	Mid	Job
<b>Maintenance Person #2</b> (Cabinetmaking / Carpentry / Mechanical)	35.33	35.85	36.44
<b>Maintenance Person #2</b> (Lead Hand (Painter) / Painter / Small Engines)	33.93	34.43	34.99
<b>Maintenance Person #3</b> (Electrical / HVAC / Plumbing)	38.81	39.44	40.08
<b>Maintenance Person #3</b> (Cabinetmaking / Carpentry)	35.95	36.54	37.12
<b>Maintenance Person #3</b> (Small Engines / Welding / Fire Alarm)	34.53	35.08	35.64
<b>Maintenance Person #3</b> (Gas Fitter / Gas Tech)	36.81	37.41	38.01
<b>Maintenance Person #3</b> (CCTV and Security System Technician)	34.17	34.68	35.24
<b>(Locksmith)*</b>	33.93	34.43	34.99

\*Must have and maintain the Locksmith license requirements

**Effective September 1, 2025 - No change for Position of Responsibility Allowances**

<b>4th Class Engineer</b>	Applicable rate plus \$.48 per hour. Additional \$.48 per hour for Stationary Engineers in registered plants only.
<b>Ministry of Labour Licenses</b>	Applicable rate plus \$.48 per hour. Additional \$.99 per hour for maintenance employees who use the license only.
<b>Bilingual Employee (where required)</b>	Applicable rate plus \$.42 per hour. (where required)
<b>Lead Hand Painter</b>	Applicable rate plus \$.59 per hour.
<b>Grass Cutter/Snow Remover</b>	This job shall be posted and the rate of pay shall be that of Lead Caretaker # 1.
<b>Maintenance Apprentice</b>	Year 1 rate of pay - same as Caretaker Year 2 rate of pay - same as Lead Caretaker # 1 Year 3 rate of pay - same as Lead Caretaker # 2 Year 4 - see applicable rate
<b>Building Environment Systems (B.E.S.)</b>	Applicable rate plus \$.48 per hour payable to Lead Caretaker # 2, Lead Caretaker # 3 and Lead Caretaker # 4 who hold the qualification.
<b>Chainsaw</b>	Applicable rate plus \$.24 per hour for grass cutters, groundskeepers & landscapers who are required to use chainsaws.
<b>Small Drinking Water Systems Certificate</b>	For schools on wells only, applicable rate plus \$.48 per hour.
<b>CUPE 1196 President</b>	Applicable rate plus \$3.33 per hour.
<b>Senior Steward</b>	Applicable rate plus \$6.00 per hour.
<b>Backflow Preventor</b>	Applicable rate plus \$.48 per hour where it is required for the performance of the job
<b>Forklift</b>	Applicable rate plus \$.21 per hour where it is required for the performance of the job

- LB.1.1 In applying Article LB.1.0, a new Employee shall commence at the “start rate”. Subject to the probationary period outlined in this collective Agreement (LA.7.2), the new Employee shall advance to the “mid-rate after six (6) continuous months of service with the Board. The new Employee shall advance to the “job rate” upon twelve (12) months of continuous service with the Board.
- LB.1.2 An Employee, upon obtaining their Fourth Class Operating Engineer certification, may apply for the additional hourly rate as specified in position of responsibility for “Fourth Class Engineer.” The additional applicable rate will be effective the date of qualification subject to the provision of proof of successful completion submitted within four (4) months of completion. In the event that documentation is submitted outside of this time limit, retroactivity will be limited to four (4) months maximum.
- Upon successful completion of the Building Environmental Systems (B.E.S.) qualification, an Employee may apply for the additional hourly rate as specified in the position of responsibility for “Building Environmental Systems.” The additional applicable rate will be effective the date of qualification subject to the provision of proof of successful completion submitted within four (4) months of completion. In the event that documentation is submitted outside of this time limit, retroactivity will be limited to four (4) months maximum.
- LB.1.3 An Employee other than those covered in LB.1.3.1 shall receive, if eligible, the additional applicable rate for licenses identified on the approved list, for one license only.
- LB.1.3.1 A maintenance person, who holds two (2) or more trade licenses that are required by the Employer, and are utilized within their position, will be paid \$.48 per hour per license and an additional \$.99 per hour per license for utilization.
- LB.1.4 In a school where there is a Lead Caretaker #2 and the additional complement drops below two (2) other Employees, the Lead Caretaker #2 shall remain as a Lead Caretaker #2 for one full year from the time the complement drops below the conditions set out in LB.1.0. If the complement for a Lead Caretaker #2 is not met at that time, the Lead Caretaker #2 shall be subject to the conditions as set out in LA.11.0.
- LB.1.5 In a school where there is a Lead Caretaker #3 and the additional complement drops below three (3) other Employees, the Lead Caretaker #3 shall remain as a Lead Caretaker #3 for one full year from the time the complement drops below the conditions set out in LB.1.0. If the complement for a Lead Caretaker #3 is not met at that time, the Lead Caretaker #3 shall be subject to the conditions as set out in LA.11.0.
- LB.1.5.1 In a school where there is a Lead Caretaker #4 and the additional complement drops below eight (8) other Employees, the Lead Caretaker #4 shall remain as a Lead Caretaker #4 for one full year from the time the complement drops below the conditions set out in LB.1.0. If the complement for a Lead Caretaker #4 is not met at that time, the Lead Caretaker #4 shall be subject to the conditions as set out in LA.11.0.
- LB.1.6 Employees promoted to a higher paying position shall receive the mid-rate under LB.1.0 for a period of sixty (60) calendar days then proceed to the job rate. A successful candidate who goes to a lower paying position shall receive the job rate.

- LB.1.7 When the duties in any classification are materially changed or when a position not covered in LB.1.0 hereto is established during the term of this Collective Agreement, the rate of pay for the classification or new position shall be subject to negotiations between the Board and the Union. If the parties are unable to agree on any reclassification or rate of pay of the job in question, such a dispute may be submitted through the Grievance and Arbitration Procedures. The new rate shall become retroactive to the time the new position was first filled by the Employee or the effective date the Employee started performing the material change in duties.
- LB.1.8 Wages shall be paid by a deposit to the Employee's personal bank account every second Thursday, unless otherwise agreed by the parties.
- LB.1.9 On each payday each Employee shall have access to an itemized statement of their wages and deductions which shall be equalized as much as possible.
- LB.1.10 When an Employee temporarily substitutes in a higher paying position, they shall receive the rate for the job to which the Employee is temporarily transferred if it is higher than their regular rate until the Employee has met the requirements of Article LB.1.6 after which time the Employee would proceed to job rate.
- LB.1.11 If an Employee is temporarily assigned to a position paying a lower rate than their regular rate, then their rate shall not be reduced. This provision shall not apply when an Employee accepts a lower position to avoid a layoff or when an Employee is permanently transferred to a lower classification.

#### **LB.2.0 – OVERTIME**

- LB.2.1 A rate of time and a half shall be paid for all hours in a work week worked over forty (40) hours and for all hours worked in excess of eight (8) hours in any work day.
- LB.2.2 When overtime work is necessary, such overtime will be shared fairly among Employees who are willing, qualified and available to perform the work which is required. Such overtime shall first be offered to those Employees assigned to the work location.
- LB.2.3 The Overtime Protocol as developed and mutually agreed upon through the Union Management Committee will be implemented in all schools and worksites.
- LB.2.4 An Employee on the overtime list who repeatedly refuses or wishes not to be considered to perform overtime duties will be removed from the list until the end of the following quarter, with the quarters beginning the first day of September, December, March and June. In the event that there are no Employees available to perform the overtime, the Board reserves the right to appoint an Employee so as to maintain operation.
- LB.2.5 Employees who accept an overtime shift will not have the shift cancelled within forty-eight (48) hours of the start of the overtime shift.

### **LB.3.0 – SHIFT PREMIUMS**

- LB.3.1 A shift premium as set out in LB.1.0 shall apply to all hours worked on the afternoon shift.
- LB.3.2 A shift premium as set out in LB.1.0 shall apply to all hours worked on the midnight shift.
- LB.3.3 The shift premium shall not be included when computing any overtime pay.

### **LB.4.0 – CALL IN EMERGENCY WORK GUARANTEE AND WEEKEND WORK ASSIGNMENTS**

- LB.4.1 An Employee who is called in/scheduled in outside of their regular working hours and after the Employee has gone home and having completed their normal day's work shall be paid for such work which the Employee performs at any time before the beginning of their next work day a minimum amount equal to four (4) hours' pay at straight time. The pay for such emergency work performed on a statutory holiday shall be at the rate of double time.
- LB.4.2 When an Employee is scheduled to perform a weekend work assignment on a Saturday, the Employee shall be paid a minimum amount equal to four (4) hours pay at straight time or time and a half for such hours worked whichever is the greater.
- LB.4.3 When an Employee is scheduled to perform a weekend work assignment on a Sunday, they shall be paid a minimum amount equal to four (4) hours straight time or double time for such hours worked which-ever is the greater.
- LB.4.4 When an Employee is called in to perform a weekend work assignment on a Saturday or Sunday, they shall be paid a minimum equal to four (4) hours at straight time or double time for such hours worked whichever is the greater.

### **LB.5.0 – INSURED EMPLOYEE BENEFITS**

#### **LB.5.1 OMERS:**

- LB.5.1.1 The Board shall maintain its present share of the premium cost of the Ontario Municipal Employees Retirement System Plan (OMERS) for all full-time Employees.
- LB.5.1.2 OMERS contributions for taxable life insurance premiums will be calculated and adjusted twice yearly. (see Memorandum of Agreement – OMERS G.1.2)

#### **LB.5.2 ONTARIO HEALTH INSURANCE**

If a hospital insurance plan requiring premiums is reintroduced, the Board will pay 100% of the premium cost of the plan for all Employees unless otherwise specified in the Agreement.

## **LB.6.0 – PAID HOLIDAYS**

**LB.6.1** The Board recognizes the following as paid holidays:

1. New Year's Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Christmas Day
11. Boxing Day

**LB.6.2** In the event that an additional day, other than those listed in LB.6.1 is proclaimed a school holiday, that day will replace one (1) of the float days in LB.6.6.

**LB.6.3** When any of the holidays listed in LB.6.1. falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday or the preceding Friday shall be deemed to be a holiday for the purpose of this Collective Agreement, subject to the right of the Board to schedule it.

**LB.6.4** Employees who have been in the employment of the Board for a period of one month and who are not required to work on the holidays listed in LB.6.1. shall receive holiday pay equal to one normal day's pay if qualified to receive same. Employees who are required to work shall be paid at double time together with holiday pay if qualified to receive same. To be eligible to receive payment for a holiday, an Employee must work their full scheduled shifts on the days immediately preceding and succeeding a holiday or make some other arrangements satisfactory to the Board.

**LB.6.5** An Employee shall not be disqualified from receiving holiday pay if they are absent on one or both of the shifts referred to in LB.6.1. due to personal illness, provided, however, that the Board may require the Employee to provide a satisfactory medical certificate.

**LB.6.6** Two (2) float days shall be observed at a time mutually agreed upon between the Employer and the Employee. A new Employee must have passed their probationary period to receive float days.

**LB.6.6.1** All float days must be used within the calendar year of January 1 to December 31.

## LB.7.0 – VACATION AND VACATION PAY

- LB.7.1 Effective September 1, 2010 an Employee shall be entitled to vacation with pay at their regular rate of pay as follows:

Length of Continuous Service as of June 30	Length of Vacation Entitlement
Less than 1 year	1 day for each full month of continuous service to a maximum of 10 days
1 year but less than 2 years	2 weeks
2 years but less than 9 years	3 weeks
9 years but less than 18 years	4 weeks
18 years or more	5 weeks

The vacation year runs from July 1st to June 30th of the following year.

Vacation is an accrued benefit, which is earned in the vacation year prior to the year in which vacation is taken. Employees who are absent from work without pay will not have earned their full vacation entitlement. This will be calculated as follows:

$$\frac{\text{\# of days absent w/o pay} \times \text{vacation entitlement}}{260} = \text{\# of days not earned for vacation purposes.}$$

The Board agrees to round down any fractions to the nearest full or half day (i.e., 2.1 will be rounded down to 2.0 or 3.7 will be rounded down to 3.5).

- LB.7.1.1 An Employee with less than two (2) years of continuous service as of June 30 will be paid an additional amount for vacation pay calculated at the rate of four percent (4%) on the total overtime pay and shift premium pay earned in the preceding twelve (12) month period. This vacation pay will be paid to the Employee by August 31.
- LB.7.2 Vacation requests shall be submitted twice yearly. The deadline for submission of vacation requests for the period of July 1st to November 30th inclusive, will be April 1st and for the period of December 1st to June 30th, inclusive, the deadline for submission will be October 15th. Vacation scheduled and approved shall not be changed unless mutually agreed to by the Employee and the Board, subject to operational needs.
- Employees may request that their vacation take place at any time of the year. When an Employee's request for vacation is denied, they shall be advised of the reason in writing.
- LB.7.2.1 When two or more Employees in the same work location request their vacations at the same time, the Employee with the greatest seniority shall be given preference.

LB.7.2.2 Notwithstanding LB.7.2, if an Employee is not able to take their scheduled vacation for operational reasons as required by the Board and/or has not submitted a vacation request to use up their vacation entitlement prior to June 30, options include but are not limited to:

- the Employee and the Board may agree to carry over all or part of any outstanding vacation entitlement to the following vacation year; and/or
- if the Employee is absent on sick leave immediately prior to June 30th, the Employee and the Board may agree to record the employee's absence as vacation instead of sick leave. and/or

If no other options are possible, the Employee and Board may agree to pay out the outstanding vacation entitlement in lieu thereof.

LB.7.3 In the event an Employee's service with the Board is terminated before they have taken their vacation, they shall be paid in lieu thereof:

LB.7.3.1 In the case of an Employee with less than one year of continuous service with the Board, a sum equal to 4% of their earnings from the previous June 30<sup>th</sup>.

LB.7.3.2 In the case of an Employee qualified for two weeks' vacation, a sum equal to 4% of their earnings from the previous June 30<sup>th</sup>;

LB.7.3.3 In the case of an Employee qualified for three weeks' vacation, a sum equal to 6% of their earnings from the previous June 30<sup>th</sup>;

LB.7.3.4 In the case of an Employee qualified for four weeks' vacation, a sum equal to 8% of their earnings from the previous June 30<sup>th</sup>;

LB.7.3.5 In the case of an Employee qualified for five weeks' vacation, a sum equal to 10% of their earnings from the previous June 30<sup>th</sup>.

LB.7.4 For the purposes of computing qualifications for vacation with pay, the service rendered by an Employee with a predecessor Board shall be counted.

LB.7.5 Sick leave may be substituted for vacation where an Employee can substantiate by means of a medical certificate that the Employee was incapacitated for a minimum of five (5) working days, during their vacation period. Under these circumstances, the time for future vacation, which is given to the Employee, shall be deducted from the Employee's sick pay bank.

LB.7.6 An Employee may request in writing that one week of vacation be carried over into the following year. Such requests must be made by May 31st. In the event that a request is denied, the Board will provide a written rationale.

If granted, the carryover week must be used within that year.

- LB.7.6.1 Under exceptional circumstances, and not more than once every three (3) years and subject to operational needs, an Employee may request in writing that one additional week of vacation (in addition to the provision under LB.7.6 of the Collective Agreement) be carried over into the following year. Such requests must be made by May 31st. In the event that a request is denied, the Board will provide a written rationale. If granted, the carryover week must be used within that year.

#### **LB.8.0 – UNIFORMS, SAFETY FOOTWEAR AND SAFETY EQUIPMENT**

- LB.8.1 The Board will provide to each permanent Employee an annual uniform/safety footwear voucher equivalent in value to \$365.20 in each of the school years 2023/2024, 2024/2025, 2025/2026. This provision is contingent upon the yearly purchase of safety footwear.
- LB.8.1.1 All new Employees who have successfully completed the probationary period on or before July 31st, shall be reimbursed for uniform/safety footwear purchases for no less than \$483.64. This provision is contingent upon the yearly purchase of safety footwear.

For clarity, there are no provisions for uniforms/safety footwear during the probationary period for a term employee or a person hired directly to permanent staff.

- LB.8.2 All Employees shall be responsible for the maintenance and cleaning of their uniforms and shall be properly dressed at all times when on duty.
- LB.8.3 All Employees leaving the employment of the Board will return all uniform pieces that have an Employer emblem attached to them.
- LB.8.4 All Vouchers will be distributed to Employees before the end of September in each school year.
- LB.8.5 **SAFETY FOOTWEAR:**  
The wearing of Board Approved or CSA safety footwear at all times while on duty is a condition of employment for all Employees.
- LB.8.6 **SAFETY EQUIPMENT:**  
Notwithstanding LB.8.1. and LB.8.1.1, the Board shall provide at no cost to the Employee all safety equipment required by law and/or the Board.

#### **LB.9.0 – TRAVEL ALLOWANCE**

Any Employee covered by this Collective Agreement who is required to operate their own vehicle when engaged in Board business shall receive a travel allowance as provided under Board Policy.

#### **LB.10.0 – MEAL ALLOWANCE**

When an Employee is required to work three (3) hours or more beyond the end of their regularly scheduled shift or is called in to work three (3) hours prior to the commencement of their regularly scheduled shift, the Employee shall be paid a meal allowance of \$15.00 provided that the Employee completes their entire regularly scheduled shift and additional work hours.

#### **LB.11.0 – SICK LEAVE AND RETIREMENT GRATUITY**

- LB.11.1 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.
- LB.11.2 Under normal circumstances no medical certificate shall be required for an absence up to five (5) consecutive working days. However, for Employees who may have repeated absences from work that are charged to sick leave, the Board may require a medical certificate for any and/or all further absences. Requests must be made in writing.
- LB.11.3 Where the Medical Officer of Health requires an Employee to be quarantined or not attend the workplace as a result of their carrying out their duties for the Board and the Employee is not entitled to benefits for loss of earnings under the Workplace Safety & Insurance Act of Ontario, the Employee shall be entitled to a paid leave of absence for the period of quarantine or non-attendance at work required by the Medical Officer of Health. Should the Employee become ill during this period, the leave will convert to sick leave and the Employee will be eligible for benefits in accordance with Article LB.11.

#### **LB.12.0 – RETROACTIVE SALARY**

- LB.12.1 In the event ratification of a new Agreement occurs after the expiration of the term of this Agreement, then retroactive salary payment shall be made to all Employees on staff as of the date of ratification of this Collective Agreement and to Employees who have retired between the expiry date of the contract and the ratification date and to the estate of any Employee who has died between the said dates, in all cases calculated on the time worked by the Employee between the said dates.
- LB.12.2 Retroactivity shall apply only to hours paid and to no other benefits unless expressly specified.

#### **LB.13.0 – EDUCATIONAL TRUST FUND**

- LB.13.1 The Board agrees to provide an Educational Trust Fund for the purpose of upgrading the qualifications of Employees. The fund will be used to assist Employees taking accredited courses, which may prove beneficial to the Board. Accreditation of a course and the amount of assistance to be provided for each Employee shall be determined by the Union/Management Committee. The Board will provide \$25,000 for each year of the Collective Agreement.
- LB.13.2 The Education Trust Fund may be used from time to time for CUPE 1196 staff development as agreed by Union/Management.
- LB.13.3 Notwithstanding the above, an Employee cannot receive any assistance from the Educational Trust Fund to assist with costs incurred in LB.14.1.

## **LB.14.0 – EDUCATION**

- LB.14.1 After the minimum for a class requirement has been met, and there is a vacancy in any of the night school classes or continuing education classes operated by the York Region District School Board, an Employee may register in any class, subject to any special requirements or prerequisites without paying any course registration fee. However, the Employee shall be subject to payment at their own expense of any other fees or financial costs.
- LB.14.2 If the Board introduces technological change, such changes shall be implemented only after consultation with the Union. Employees directly affected by this change who require new skills will be provided with a retraining opportunity to an available comparable position prior to layoff.

## **LC 1.0 – LEAVES OF ABSENCE**

### **LC.1.1 GENERAL LEAVES**

An Employee may be granted a leave of absence without pay and without loss of seniority if their written application is approved by the appropriate official of the Board and is sent to the Board's business office at least fifteen (15) days prior to the requested leave. Such request should show good and sufficient reason and not merely personal desire. The granting or denial of any leave of absence will be confirmed in writing.

### **LC.1.2 – LEAVES FOR UNION BUSINESS**

- LC.1.2.1 Any permanent Employee who is elected or selected for a full-time position with CUPE National, the Ontario branch of CUPE, or any labour body of whom CUPE is a member, shall be granted a leave of absence without pay and benefits by the Board, for a period of up to two (2) years. The Board may renew such leave on a yearly basis. Where the leave granted is for twelve (12) months or more, the Employee shall return to the position held prior to going on leave, if available, or to a comparable position if not available. The Employee will accumulate seniority during any leave of absence.
- LC.1.2.2 Upon written request by the Union given not less than ten (10) calendar days in advance to the Board, the Board will grant leave of absence without pay or loss of seniority to the Employees named in such request to absent themselves to attend conventions and seminars of such Union, limited however, for each such convention or seminar to not more than eight (8) Employees per event, maximum of two (2) Employees per work location at the same time and to time off of not more than one hundred and sixty (160) person days per Agreement year, and where up to twenty (20) days of which will be provided to attend to local business. During such leave, the Board shall pay to the Employee their regular wages and benefits and bill the cost of such to the Union for reimbursement.
- LC.1.2.3 The Board agrees to pay 100% of the wages and the applicable Board's portion of benefit premiums for the full-time release of one person designated by the Union as CUPE 1196 President. The President of CUPE 1196 shall receive the final step of the highest paid job classification plus \$3.33 hour.

- LC.1.2.4 The Board agrees to pay 100% of the wages and the benefit premiums for the full-time release of one person designated by the Union as the CUPE Local Senior Steward on the condition that this release is 80% paid by the Board and 20% paid by the Union. The Senior Steward shall receive the pay rate according to their classification plus \$6.00 an hour.
- LC.1.2.5 The Board agrees to provide a full-time release of one (1) person designated by the Union to act as a Released Union Officer (Return to Work and WSIB/LTD Specialist) on the condition that the union pays 100% wages and benefits for the full-time release person. This person shall receive the pay rate according to their classification.

### **LC.1.3 – BEREAVEMENT LEAVE**

- LC.1.3.1 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.
- LC.1.3.2 A leave of one day shall be granted for the purpose of attending a funeral other than the cases listed in LC.3.1. Such absence shall be deducted from Short Term Paid Leaves in accordance with Article LC.5.0.

### **LC.1.4 – JURY DUTY AND/OR COURT WITNESS**

- LC.1.4.1 The Board shall grant a leave of absence without loss of seniority to an Employee who serves as juror or crown witness in any court.
- LC.1.4.2 The Board shall pay such an Employee the difference between their normal earning and the payme the Employee receives for the jury service or court witness, excluding payment of travelling, mea or the other expenses.
- LC.1.4.3 The Employee will present proof of service and attendance and the amount of pay received.

### **LC.1.5 – SHORT TERM PAID LEAVES**

- LC.1.5.1 An Employee shall be eligible for up to five (5) days per school year in total paid leave in conjunction with the individual limits for any combination of the following:
- a) severe family illness of a parent, spouse, or child (maximum 3 days per year)
  - b) writing of an examination (maximum 1 day per exam)
  - c) Employee's own convocation from a post-secondary institution, or that of the spouse, son or daughter (maximum 1 day per occasion)
  - d) moving day from Employee's prime residence (maximum 1 day per year)

- e) funeral – as per LC.3.2
  - f) maximum 3 days per year for the:
    - birth of Employee’s child where individual is not accessing maternity leave; or
    - adoption of child at the time the child comes into the care, custody, or control of the Employee and where the Employee is not accessing adoption leave.
  - g) for the purposes of a Faith Day for a sincerely held religious belief, three (3) days (after the use of days identified in LC.5.2.1).
  - h) up to five (5) days for indigenous Employees for the purposes of: voting in elections as indicated by self-governing Indigenous authority where the Employee’s working hours do not otherwise provide three consecutive hours free from work and/or attendance at Indigenous cultural/ceremonial event.
  - i) writing of an examination (maximum 1 day per exam)
- LC.1.5.2 Observance of a Faith Day where the tenets of the Employee’s religion requires the Employee to be absent from work (maximum two (2) days with no charge to short term paid leaves).
- LC.1.5.3 It is understood that deductions from the sick leave account for absences in LC.5.0 shall be in accordance with Employment Insurance regulations.

## **LC.2.0 – SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN**

- LC.2.1 The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by employees from Services Canada, (formerly known as Human Resources Development Centre of Canada) for temporary unemployment caused by Pregnancy or Parental Leaves.
- LC.2.2 The waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable. The benefit level paid to an employee under this Plan is 100% of the approved E.I. benefits level. The combined weekly rate of the E.I. benefit and SEB payments will not exceed 95% of the employee’s normal weekly earnings.
- LC.2.3
- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive \*100% salary through a Supplemental Employment Benefit (SEB) plan for a total of \*eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
  - b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the Employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
  - c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.

- d) Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- e) Employees completing a long-term supply assignment of six (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.

**LC.3.0 – PREGNANCY/PARENTAL LEAVE**

- LC.3.1 “Pregnancy leave” means leave of absence of seventeen (17) weeks or less without pay pursuant to the Employment Standards Act, 2000.
- LC.3.2 “Parental leave” means leave of absence of sixty-one (61) weeks or less without pay if the Employee also took pregnancy leave and sixty-three (63) weeks or less without pay if the Employee did not take pregnancy leave, pursuant to the Employment Standards Act, 2000.
- LC.3.3 Pregnancy/Parental leave will be granted pursuant to the Employment Standards Act, 2000.
- LC.3.4 Pursuant to the terms of the Act, an Employee should notify their Principal or immediate Supervisor as soon as possible of the Pregnancy and arrange a suitable date for the commencement of the leave.
- LC.3.5 The Employee shall not work, and the Board shall not cause the Employee to work or permit the Employee to work until six weeks after the date of delivery or for such shorter period as in the written opinion of a legally qualified Medical Practitioner is sufficient.
- LC.3.6 An Employee returning from a Pregnancy/Parental leave shall have their position guaranteed with the Board for the duration of the legislated leave and subject to other terms within this Agreement.
- LC.3.7 The Board shall continue to pay its share of the Employee’s insured Employee benefit plans for the period of the Pregnancy/Parental leave.
- LC.3.8 An Employee returning from Pregnancy/Parental leave shall receive experience for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period.
- LC.3.9 An Employee on Pregnancy/Parental Leave shall not apply for payment from the sick leave plan or account, during the leave.
- LC.3.10 A position held by an Employee going on Pregnancy/Parental leave shall be filled in an acting capacity.

#### **LC 4.0 – INFANT CARE LEAVE**

- LC.4.1 “Infant Care Leave” means a leave of absence without pay to provide a period of time following Pregnancy/Parental leave for a parent to take care of a newborn child.
- LC.4.2 To be eligible for Infant Care Leave, an Employee must have been continuously employed by the Board for a period of two (2) years.
- LC.4.3 An Employee who is eligible for an Infant Care Leave may apply at the same time as a Pregnancy/Parental Leave or no later than sixty (60) days prior to the date the Pregnancy/Parental Leave is to end.
- LC.4.4 The sum of a Pregnancy/Parental and Infant Care Leave granted under this Collective Agreement may be up to one (1) year and thirty-five (35) weeks.
- LC.4.5 The application for Infant Care Leave shall include the requested expiration date of the leave.
- LC.4.6 The position held by the Employee, going on Infant Care Leave shall not be maintained by the Board for the Employee. The Employee shall be offered employment at the same level at which they left upon return to the Board at the end of the leave.
  - LC.4.6.1 If, however no position exists at the level the Employee held prior to the leave, then the rate will be paid for one (1) full year. After that time the Employee will be paid at the job rate of the position the Employee holds.
- LC.4.7 Leave of absence granted because of Infant Care Leave shall not be charged to the Sick Leave Plan and no Sick Leave credits shall accrue.
- LC.4.8 A position held by an Employee going on Infant Care Leave shall be filled on a permanent basis.

#### **LC.5.0 – ADOPTION LEAVE – PARENTAL LEAVE**

- LC.5.1 “Adoption Leave” means a leave of absence without pay granted to a parent at the time a child is adopted pursuant to the Employment Standards Act.
- LC.5.2 An Employee returning from Adoption Leave shall have their position guaranteed with the Board for the duration of the legislated leave and subject to other terms within this Agreement.
- LC.5.3 An Employee returning from Adoption Leave shall receive experience for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period.
- LC.5.4 A position held by an Employee going on Adoption/Parental Leave shall be filled in an acting capacity.

## **LC.6.0 – CHILD CARE LEAVE**

- LC.6.1 “Child Care Leave” means a leave of absence without pay to provide a period of time immediately following an Adoption Leave for a parent to care for a newly adopted child.
- LC.6.2 To be eligible for Child Care Leave, an Employee must have been continuously employed by the Board for a period of two (2) years.
- LC.6.3 An Employee who is eligible for Child Care Leave may apply at the same time as an Adoption/Parental Leave or no later than sixty (60) days prior to the date the Adoption/Parental Leave is to end.
- LC.6.4 The sum of an Adoption/Parental Leave and a Child Care Leave granted under this Collective Agreement may be up to one (1) year and thirty-five (35) weeks.
- LC.6.5 An Employee returning to the Board from a Child Care Leave shall be offered employment with the Board at the same level at which they left.
- LC.6.5.1 If, however, no position exists at the level the Employee held prior to the leave, then the rate will be paid for one (1) year. After that time, the Employee will be paid at the job rate of position the Employee holds.
- LC.6.6 A position held by an Employee going on Child Care Leave shall be filled on a permanent basis.

## **LD – CONDITIONS OF WORK**

### **LD.1.0 – HOURS OF WORK**

- LD.1.1 The regular work shall consist of a forty (40) hours worked in five (5) days, Monday to Friday inclusive.
- LD.1.2 The scheduled work week for Employees in schools with swimming pool operations shall consist of forty (40) hours worked in five (5) consecutive days Monday to Monday inclusive. Employees scheduled to work Saturday or Sunday shall be paid time and one half or double time respectively
- LD.1.3 Employees shall have two fifteen (15) minute rest periods per day at times scheduled by the Board.
- LD.1.4 The normal starting and finishing times shall be as follows:
  - LD.1.4.1 Day shift shall commence between 5:30 a.m. and 9:30 a.m. and finish between 2:00 p.m. and 6:30 p.m. Lunch period shall be unpaid and last one half-hour or one hour.

- LD.1.4.2 Afternoon shift shall commence between 1:00 p.m. and 4:00 p.m. and finish between 9:00 p.m. and 12:00 midnight. Lunch period shall be paid and last one half-hour and be considered part of the work period.
- LD.1.4.3 Midnight shift shall commence between 11:00 p.m. and 12:00 midnight and finish between 7:00 a.m. and 8:00 a.m. Lunch period shall be paid and last one half-hour and be considered part of the work period.
- LD.1.4.4 Mid-shift shall commence between 11:00 a.m. and 12:30 p.m. and finish between 7:00 p.m. and 8:30 p.m. Lunch period shall be paid and last one half-hour and be considered part of the work period.
- LD.1.4.5 The shifts referred to in LD.1.4.1, LD.1.4.2, LD.1.4.3 and LD.1.4.4 may be altered in consultation between the Union and the Employer for the purpose of building operations. A trial period of 6 months will be provided prior to any final implementation, by mutual agreement of the parties.
- LD.1.5 All Employees working on a shift which is not a normal day of work shall have one half hour paid lunch period, which is considered part of the work period.
- LD.1.6 Work schedules shall be posted by the Lead Caretaker or a Board designate two weeks or more in advance and the Board shall make every effort to discuss with representatives of the Union any significant changes in the schedule of operations before putting into effect any such change.
- LD.1.6.1 If an Employee's work schedule is to be altered, then the Board shall provide any Employee affected by the change at least forty-eight (48) hours' prior notice of the change in the work schedule. If such a change is to occur on a Saturday or Sunday work schedule, the Board shall provide an Employee affected by such change at least seventy- two (72) hours prior notice.
- The Board shall endeavor not to alter the regular scheduled shift of an Employee once the week has started unless the parties mutually agree.
- LD.1.6.2 It is understood that in case of emergency the provisions in LD.1.6.1 do not apply.
- LD.1.6.3 Where the Board has identified a time defined circumstance where an Employee is approved to move from a regularly prescheduled afternoon shift to a mid-shift as a result of a Board operational decision, the afternoon shift premium will be maintained for the duration of that shift. For example, such time defined periods may include Winter shut down, March Break, the last week of the school year, or the week prior to school starting.
- LD.1.7 Although the Board expects to continue to employ its Employees on a forty (40) hour basis it cannot guarantee to provide work for any Employee and expressly reserves the right to reduce the work week or the working at any time. Subject to LD.2.1, any reduction of hours or work week will start with term Employees then probationary Employees and then the least senior Employees in the classification. Any changes to the regular working hours will be reviewed with the Union prior to implementation.

LD.1.7.1 Prior to the implementation of a schedule at the commencement of the school year, Employees at each site will be provided an opportunity to submit their preference for placement within the schedule and will be assigned based upon seniority, subject to operational needs and/or workplace restrictions.

Any impact on scheduling placement due to workplace accommodations must be determined on an individual case-by-case basis, and shall be subject to the applicable workplace restrictions and the ability to fulfill the operational requirements of the shift.

LD.1.8 **Summer Hours of Work:**

The Board agrees to a S-Day practice in accordance with the terms and conditions in the Minutes of Agreement agreed by the parties and appended to this collective agreement at Page 94. It is recognized that these Minutes of Agreement does not form part of the collective agreement and the Board may terminate this practice but only after the Union has had reasonable opportunity to make representations.

**LD.2.0 – LAY-OFFS AND RECALL**

LD.2.1 In the event of a staff reduction resulting in a lay-off of personnel, the Employee with the least seniority in the identified position, shall be the first laid off.

It is understood that Term Employees in the identified position will be laid off before any permanent Employee in the identified position is laid off.

The Board shall give the Union thirty (30) working days' notice in writing of the effective date of layoff(s). The Board shall meet with the Union within five (5) working days of the written notice. Prior to the lay-off of any Employee, the Board will first determine if there are any vacancies where an Employee can be redeployed in the same classification. Where no vacancies exist in the same classification, the Board will determine if there are any vacancies within the bargaining unit. For any redeployment to occur within the classification or bargaining unit, the Employee must have the knowledge, training, skill, ability and qualifications to perform the required work effectively.

If the Employee accepts a lower position to avoid a layoff, they will be permanently transferred to that position and the Board shall have no further obligations to the Employee as per the lay-off and recall provisions.

In the event that there are no vacant positions available in the same classification at the time of lay-off or where the Employee has declined another position in the bargaining unit to avoid a lay-off, the Employee will be laid off. During that period, the Employee will be subject to recall in order of seniority, as suitable work becomes available for which they have the knowledge, training, skill, ability and qualifications to perform the required work effectively.

It shall be the responsibility of laid-off Employees to keep the Board advised of their current residential address. An Employee shall have ten (10) business days, following the delivery of the recall notice by registered post or courier to the most recent address of the Employee filed with

the Board to respond with an acceptance or refusal of the recall notice.

If an Employee refuses an offer of recall, or fails to respond to a recall notice within the timelines provided above, then the employment relationship shall be deemed to have been terminated, the Employee will lose all seniority, and the Board shall have no further obligation to the Employee under the collective agreement.

An Employee who has been laid off will retain recall rights for a period equivalent to their length of seniority up to a maximum of eighteen (18) months from the first day of lay-off, after which seniority will be lost and the employment relationship shall be deemed to have been terminated.

- LD.2.2 No new Employees will be hired until those Employees who are on lay-off are given the opportunity for re-employment, provided however, that the Employee on layoff has the knowledge, training, skill, ability and qualifications to perform the available work effectively.
- LD.2.3 Employees who are to be laid off shall be given twenty five (25) working days' notice prior to the effective date of lay-off, or pay in lieu of notice at the Board's discretion, unless the lay-off is brought about by reasons beyond the control of the Board.
- LD.2.4 Employees shall not be required to lay off during regular hours to equalize any overtime worked.
- LD.2.5 Any Employee who is declared redundant to a work location shall be given the option of transferring to the first available position if equal classification or be demoted to the lower classification.

### **LD.3.0 – COMPLAINTS AND/OR DISCIPLINARY NOTICES**

- LD.3.1 If a written complaint about the conduct of an Employee is received by any person who discharges management functions on behalf of the Board and this written complaint is placed in the personnel file of Employee for future on disciplinary matters, then the Senior Steward and Employee concerned shall receive a copy of the written complaint.
- LD.3.2 In the event that the Board imposes any form of disciplinary action on an Employee or gives a written reprimand to an Employee which is recorded and placed in the Employee's personnel file, then the Employee shall receive a copy of the written record, and shall acknowledge, in writing, without necessarily agreeing to its contents, receipt of such a record. Such material referenced in Articles LD.3.1 and LD.3.2.1 shall be kept on file for thirty-six (36) months, or such shorter time subject to the Employee not repeating a similar offence during that shorter time, as agreed upon between the Board and the Union.
- LD.3.3 The Board shall provide the President and Senior Steward of the Local Union a copy of any disciplinary notice given to an Employee. Where the Employee has been terminated, such notice shall be provided within 5 working days.

- LD.3.4 If the Board requires an Employee to attend a meeting with management for the purpose of:
- i. Giving the Employee a warning of possible suspension or possible discharge or,
  - ii. Giving the Employee a suspension or discharge or,
  - iii. Giving the Employee a letter of discipline or a written reprimand, or
  - iv. Interviewing the Employee about their own conduct where disciplinary action may result for the Employee

then up to two (2) Union Representative(s) and up to two (2) Management Representatives shall be present, unless agreed otherwise by the parties.

LD.3.4.1 When a union representative is required in accordance with LD.3.4 it is understood that it is the sole responsibility of the Senior Steward to assign Stewards to any meetings required by the Board or Union

LD.3.4.2 When a Union Representative is required in accordance with LD.3.4, where feasible, the Union will be given forty-eight (48) hours' notice of the meeting.

Notice will include the general nature of the meeting, time, names of management staff that will be present and place of the meeting.

#### **LD.4.0 – NO DISCRIMINATION**

LD.4.1 The Board and the Union agree that there shall be no discrimination against any Employee based on the prohibited grounds specified by the Ontario Human Rights Code.

#### **LD.5.0 – CONTRACTING OUT**

LD.5.1 While it is recognized that the Board has the right to contract out, the right of the Board to exercise contracting out shall only be recognized if, as a result of contracting out, there is no reduction in the total number of caretakers or the total number of maintenance personnel.

LD.5.2 During the term of the Collective Agreement the Board will not enter into any contracts with the contractors for the performance of caretaking services in any of its present and future schools and building operated by the Board.

#### **LE.1.0 – MISCELLANEOUS**

##### **LE.1.1 COPIES OF THE COLLECTIVE AGREEMENT**

The Board will provide access to the Collective Agreement on the Board's website. The Board agrees to provide 20 printed copies to the Union.

## **LF.1.0 – LETTERS OF INTENT**

Any alleged violation of the Letters of Intent pursuant to this Collective Agreement may be the subject of grievance and arbitration articles of this Collective Agreement.

### **LF.1.1 LETTER OF INTENT #1 – TRAINING**

If, during the term of this Collective Agreement, the Board introduces technological change, such changes shall be implemented only after consultation with the Union. Any Employee affected by this change shall receive adequate training and orientation.

The Board agrees to make available opportunities to obtain basic skills in accessing Board communications via computers.

### **LF.1.2 LETTER OF INTENT #2 – APPOINTMENT FORMS**

The parties agree to develop a streamlined reporting process for the provision of timely membership information on a monthly basis. To achieve this, the board will provide the union President with a monthly, electronic data file of membership information.

Data fields may include:

- Employee I.D.
- First Name
- Last Name
- Home Address
- Home Phone Number
- Other Phone Number
- Hire/Seniority Date
- Work Location
- Position
- Rate of Pay
- Allowances
- Employment Status
- Deceased (Active Members)
- Terminations
- Retirements

Where it is not reasonably possible to provide information requested or where information not identified herein, the parties will meet to discuss feasible alternatives. This electronic file replaces all other information requirements contained in the current collective agreement, excluding the union dues list.

**LF.1.3 LETTER OF INTENT #3 – GRASS CUTTERS**

The present release of the grass cutters for a twelve-month period will not be changed without first allowing the Union to make representations.

**LF.1.4 LETTER OF INTENT #4 – OVERTIME**

(The Parties agree to a joint committee to consolidate the overtime protocol into one document to be in the CA)

**LF.1.5 LETTER OF INTENT #5 - LIEU TIME**

For the duration of the 2022-2026 collective agreement, Employees who have been scheduled by the Board and work overtime may be allowed to take time off work in lieu of overtime payment as follows:

- a) All requests for lieu time must be made in writing no later than 4pm on the Wednesday prior to the overtime shift by the Employee and submitted to the Board for approval.
- b) An Employee shall be allowed to accumulate up to a maximum of twenty-four (24) hours of lieu time (non-refillable) during the period September 1 to June 30. An Employee will accumulate lieu time pursuant to the overtime rates set out in article LB.2.0 equivalent to the calculated overtime hours.
- c) Employees will be required to obtain preapproval from the Board to take such lieu time and will only be permitted to utilize time in increments of either four (4) hours or eight (8) hours. Any lieu time that has not been taken by July 1 may be scheduled by the Board. All accumulated lieu time must be utilized no later than August 31.
- d) It is the Employee's responsibility to ensure that their lieu time is utilized as carry over will not be permitted.
- e) The scheduling of vacation and "S days" take precedence when considering requests for lieu time. In addition, the Board may not support a request due to operational needs.

Subject to ratification of the local agreement, this letter of intent will come into effect on September 1, 2023. Prior to the expiration of the collective agreement, the Board and the Union will meet to review the operational feasibility of this initiative.

**LF.1.6 LETTER OF INTENT #6 – JOINT-USE FACILITIES**

The parties agree to form a Union/Management sub-committee when needed to discuss the staffing implications/alternatives for joint-use facilities.

**LF.1.7 LETTER OF INTENT #7 – SUPERVISION**

The parties agree that general supervision shall not be assigned to any classification or position where supervision is not a core duty of that classification. Except in emergency situations CUPE 1196 members shall not be required to supervise student(s) in the absence of a teacher.

**LF.1.8 LETTER OF INTENT #8 – APPRENTICESHIP PROGRAM**

The Board and the Union agree to jointly monitor the terms and conditions of the apprenticeship program through the Union/Management Committee.

The Board will endeavor to provide an apprentice and the journeyman that the apprentice is regularly working with up to a maximum of thirty (30) minutes per week in office to discuss job aspects and/or feedback on the work of the apprentice. This provision does not preclude the journeyman providing ongoing feedback to the apprentice during the regular work day.

An Apprenticeship must be completed:

- as per the hours required by the appropriate provincial Ministry governing trade licensing;
- within five (5) years unless otherwise agreed to by the parties. Exceptions will be made for statutory leaves and/or extended absences due to a disability as defined by the Human Rights Code and confirmed by a medical practitioner.

**LF.1.9 LETTER OF INTENT #9 – DISABILITY MANAGEMENT PROGRAM**

It is understood by the parties to this Collective Agreement that the Board will consult with CUPE 1196 in matters pertaining to the maintenance of the Disability Management Program. It is understood that members of CUPE 1196 will have the right to Union Representation at any disability and/or safe return to work meetings.

**LF.1.10 LETTER OF INTENT #10 – TERM EMPLOYEE POSITIONS**

The parties agree that “Term Employees” regularly employed for more than twenty (20) hours per week form part of the bargaining unit represented by the Union. Unless expressly noted in this agreement the Collective Agreement will prevail. Any previous agreements to this Letter of Intent #10, are now void.

It is understood that “Term” Employees will be hired for no more than one (1) year. Any extensions to the contract length shall only occur with agreement from the Union and the Employer.

The following provisions shall apply to Term Employees:

- Effective September 1, 2023, Term Employees will earn vacation as listed in the Collective Agreement and will no longer be paid vacation pay in lieu.

- Term Employees will not be eligible for overtime until all permanent Employee options have been exhausted.
- Effective September 1, 2023 Term Employees will be eligible for Short Term Paid Leaves as set out in LC.5.0.
- Terms Employee are not eligible for LTD benefits.
- Term Employees must first successfully complete their probationary period before being eligible to apply/fill a permanent vacancy and shall be the first option prior to posting the vacancy externally.
- Term Employees will not be subject to the recall procedures as set out in LD.2.0.
- Effective the last week of August 2023, Term Employees will be eligible for “S days” as listed in the S day agreement with the following exception: during summer break a Term Employee may only request to schedule an S Day(s) on Tuesday, Wednesday and/or Thursday. Any exceptions to this provision will fall under the Employer’s discretion.
- For the purposes of recruitment for term positions related to the position of Caretaker, these vacancies will not be posted.
- Term Employees are eligible for enrolment in the Ontario Municipal Employees Retirement Savings (OMERS) pension plan as specified by OMERS policies and procedures.

A Term Employee is paid at the start rate of the classification associated with the term position for the duration of the term.

**LF.1.11 LETTER OF INTENT #11 SPLIT SHIFTS**

The Board shall not schedule split shifts, specifically, no regular shift shall be scheduled with an unpaid break between portions of the shift with the exception of regular meal times. This letter of intent does not supersede or replace Article L.D.1.7.

This letter of intent will expire and be removed from the Collective Agreement on August 30, 2030 or at the conclusion of the collective agreement that is closest to expiring within 10 years from the 2019-2022 collective agreement.

**LF.1.12 LETTER OF INTENT #12 - PAY EQUITY**

The parties agree to comply with the requirements of the Pay Equity Act. The parties will meet annually for the purpose of maintaining pay equity.

**LF.1.13 LETTER OF INTENT #13 – JOB DESCRIPTIONS**

The Union will be offered a renewed opportunity to review the job descriptions developed under the Collective Agreement for the purpose of providing feedback.

Any resulting revisions to the job description(s) will be provided to the Union.

This letter of intent will expire and be removed from the collective agreement on August 30, 2026.

**LF.1.14 LETTER OF INTENT #14 - LEAD CARETAKER RECRUITMENT PROCESS**

The Employer proposes a joint committee of Union and Management representatives review the Lead Caretaker Recruitment Process.

**LF.1.15 LETTER OF INTENT #15 - EMPLOYER COMMUNICATION**

The Parties agrees to jointly refer to the Joint Occupational Health and Safety Committee the issue about needing timely notification to itinerant Employees regarding security threats.

**LF.1.16 LETTER OF INTENT #16 - JOINT JOB EVALUATION PAY EQUITY**

The bargaining unit and the Board will establish a joint job evaluation process which will include Pay Equity as one of its components. The job evaluation system that will be used is going to be gender neutral.

The parties will meet no later than 60 days following ratification of this collective agreement to:

- establish a committee;
- jointly develop the terms of reference;
- develop the joint job evaluation committee structure; and
- develop the evaluation tool and process.

**LF.1.17 LETTER OF INTENT #17 - WORKLOAD COMMITTEE**

The Board and Union agree to recognize a Union Management Workload Committee which shall be made up of up to 3 representatives by the parties for the purpose of discussing mutual concerns. The WLC shall meet a minimum 4 times a year to discuss all outstanding issues.

**LF1.18 LETTER OF INTENT #18 - WORK OF THE BARGAINING UNIT**

The parties agree that a sub-committee of Union/Management will meet and where possible develop plans to return Bargaining Unit work presently contracted out.

The parties shall meet within ninety (90) days of ratification to begin this work. This Letter of Intent will expire August 30, 2026.

**LF.1.19 LETTER OF INTENT #19 - REDEPLOYMENT**

The Employer will enter into discussions on 1) Redeployment language with the intent of developing a LOU as to what that would look like and how it would be performed. The parties will meet within sixty (60) days following ratification. This Letter of Intent will expire August 30, 2026.

**LF.1.20 LETTER OF INTENT #20 - HARASSMENT INVESTIGATIONS**

The Parties agree to meet to continue discussions regarding ongoing concerns with Harassment Investigations. The Parties will meet within thirty (30) days of ratification. This Letter of Intent will expire August 30, 2026.

## **LG.1.0 – MEMORANDUMS OF AGREEMENT**

### **LG.1.1 MOU #1- OMERS LANGUAGE REGARDING “DEFINITION OF CONTRIBUTORY EARNINGS”**

#### **MEMORANDUM OF AGREEMENT**

**Between the**

**York Region District School Board (the Board)**

**And the**

**Canadian Union of Public Employees Local 1196 (CUPE Local 1196)**

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

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

LG.1.2 MOU #2- TRANSITION FOLLOWING ELECTIONS

Memorandum of Agreement  
(MOA)

Between The York Region District School Board  
(The Board)  
AND  
CUPE 1196  
(The Union)

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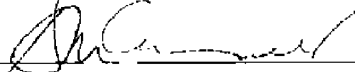
**WHEREAS** the Board and the Union are parties to a collective agreement that is currently in effect;

**AND WHEREAS** Article C.2.0 of the CUPE 1196 collective agreement sets out instances in which employees are granted leave from the Board to attend to union business;

**AND WHEREAS** while it is recognized that the following falls outside of that which is provided for under Article C.2.0., and its related sub articles, the parties agree to the following:

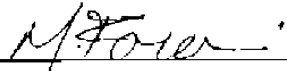
Following an election and subject to the request of the outgoing President, the outgoing President, Chief Steward, and Health and Safety Officer will be provided a total of four (4) days of release time to be shared between these three outgoing union officials during the first two days immediately following the election to assist in the transition of any or all of: the incoming President, the Chief Steward, and/or the Health and Safety Officer. The Board shall pay the employees' regular wages and benefits for the days and bill the cost of such to the Union for reimbursement.

**For the Board**

Signature: 

Dated: Nov 19/15

**For the Union**

Signature: 

Dated: Nov 19/15

The Board agrees to a S-Day practice in accordance with the terms and conditions in these Minutes of Agreement agreed by the parties and appended to this collective agreement. It is recognized that these Minutes of Agreement do not form part of the collective agreement and the Board may terminate this practice but only after the Union has had reasonable opportunity to make representations. The Minutes of Agreement are included here for reference purposes only.

## **MINUTES OF AGREEMENT**

### **BETWEEN**

**THE YORK REGION DISTRICT SCHOOL BOARD**

**(The Board)**

**AND**

**CUPE, LOCAL 1196**

**(The Union)**

WHEREAS the Board and the Union are parties to a collective agreement which is currently in effect;

AND WHEREAS Article LD.1.8 of the collective agreement identifies that the Board has a summer hours program which allows Employees to work a four (4) day work week during July and August in lieu of working eighteen (18) additional minutes each day throughout the work year, such additional time worked and accumulated are called "S day(s)";

AND WHEREAS the number of "S Day(s)" permitted to be taken is established each year by the Board;

AND WHEREAS the parties have discussed the operational needs that exist during and outside the summer months, as well as the operational needs during the Winter Break, Mid Winter Break (March Break) and summer months and the impact of the program on the operations;

AND WHEREAS this agreement is, as contemplated by Section 4(2) of the *Ontario Employment Standards Act*, a greater benefit than imposed by an employment standard;

AND WHEREAS the parties wish to commit their agreement to writing;

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. All Employees shall participate in the "S Day" program.
2. Beginning the workweek preceding the start of school to the last full work week of June (exact dates to be determined each year by the Board), all Employees shall work an additional eighteen (18) minutes daily. Such additional time will be accrued toward "S days".
3. The Employee's additional eighteen (18) minutes of work will be performed at the beginning or end of the Employee's shift and are not subject to overtime rates as set out in the collective agreement.
4. The Program dates available to schedule "S days" are as follows:

- a Permanent Employees:
    - i Winter Break,
    - ii Mid Winter Break (March Break) and/or
    - iii Summer Break (excluding the last week prior to the start of school) as identified by the school calendar at the Employee's location. The Board will define those dates annually.
  - b Term Employees:
    - i Winter Break,
    - ii Mid Winter Break (March Break) and/or
    - iii during the Summer Break on Tuesdays, Wednesdays and/or Thursdays only (excluding the last week prior to the start of school) as identified by the school calendar at the Employee's location. The Board will define those dates annually.
5. Employees may schedule "S days" for Winter Break and Mid Winter Break (March Break), understanding that the days must be accrued in advance to be used. Notwithstanding this provision, from the week before school starts each year until Winter break the Employee has an opportunity to utilize a maximum of three (3) "S Days". From January to March Break an Employee has an opportunity to utilize an additional two (2) "S Days". Winter break and Mid Winter break (March Break) "S Day" scheduling requests shall be submitted on the October submissions.
  6. Requests to use part of an "S Day" (i.e. less than a full eight (8) hour day) are not permitted.
  7. All requests, and/or changes of requests for the scheduling of "S days" are subject to the Board's approval.
    - a Operational needs and seniority shall be determining factors when requests for "S days" are received by the applicable submission date.
    - b Change requests to use an "S" Day after the applicable submission date will be based on operational requirements and a "first come, first served basis". Seniority will also be a determining factor if, on the same date, more than one Employee requests to schedule the same day for an "S" Day. For clarity, a more senior Employee, who after the submission date, requests a change in the scheduling of their "S day(s)", does not result in the cancellation of a more junior Employee's prior approval to take an "S Day" (approved before the date the senior employee requested a change).
  8. Requests and/or changes of requests, where possible, must be completed at least ten (10) working days before the date(s) requested. All requests must be approved by a Supervisor in Plant Services in advance of the day(s) being taken by the Employee. Forms must be submitted electronically to a Supervisor in Plant Services.
  9. Beginning May 1st, requests for use of summer "S Day(s)" may be made in blocks of days, up to a five (5) day block of time, with the exception of the short work weeks because of statutory holidays. During short weeks of the May/Civic statutory holidays, an Employee may only request to use one (1) S day during such week.
  10. Advance vacation selection (when requested through the approved process) takes priority over "S day" requests except where schedules have already been set.

11. The parties understand that should an Employee cease employment, the Employee will be paid for any outstanding "S Day" accrual based on actual time worked and not yet used. The expression "cease employment" includes but is not limited to situations where the Employee retires, resigns, or is terminated.
12. If an Employee gives notice that they intend to cease employment during the year, then the Employee shall not work the additional eighteen (18) minutes per day. An Employee shall endeavour to give as much reasonable notice of their intention to cease employment.
13. It is understood that "S days" shall not be carried over from year to year except under exceptional circumstances and with approval from the Board.
14. It is understood by all parties that this agreement supersedes any previous "S day" or summer hours agreements.
15. This agreement will take effect the start of the school year 2023/2024. The parties agree that this program can be ended at any time by the Board but only after discussions with the Union and only upon at least one month's written notice. This agreement shall automatically be renewed on August 30<sup>th</sup> of each year unless one of the parties gives reasonable notice to the other party of their desire to not renew it.

FTE Agreement

The parties agree that the FTE number (excluding temporary, casual and/or occasional positions) as of December 19, 2022, the date of central ratification, is:

\_\_\_1176\_\_\_

Signed on this \_20\_ day of \_January\_ 2023

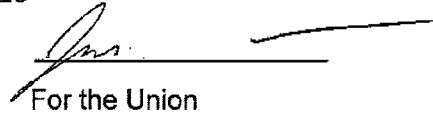
\_\_\_\_\_  
For the Board

Bill Cober

Superintendent of

Human Resource Services

Chief Negotiator

  
\_\_\_\_\_  
For the Union

John Malcolm - President

The following Articles have been removed from the CUPE 1196 Collective Agreement, but the history preserved in this document and annexed at the back of the Collective Agreement are for reference purposes only.

**Annexed Articles removed from the September 1, 2012 to August 31, 2014 CUPE 1196 Collective Agreement**

<b>1196</b>	
LB.5.3	<b>Semi-Private:</b>
LB.5.3.1	The Board shall pay 100% of the premium cost of semi-private hospital coverage for all full-time employees.
LB.5.4	<b>Extended Health Care</b>
LB.5.4.1	The Board shall pay 100% of the premium cost for extended health care coverage, which shall include provision for vision care coverage in any two consecutive calendar years for all full-time employees as follows:  \$300 effective September 1, 2008;  \$350 effective September 1, 2010.
LB.5.4.2	The Board shall pay 100% of the premium cost for extended health care coverage, which shall include provision for hearing aid coverage to the extent of \$200 in any two consecutive calendar years for all full-time employees effective September 1, 2001
LB.5.5	<b>Dental Plan:</b>
LB.5.5.1	The Board shall pay 100% of the premium cost for a basic dental plan with the: 2007 Ontario Dental Association (ODA) rates effective September 1, 2008; 2008 ODA rates effective September 1, 2009; 2009 ODA rates effective September 1, 2010; 2010 ODA rates effective September 1, 2011.
LB.5.5.2	Orthodontic rider:  A member may, subject to enrolment requirements of the insurance carrier, participate in major restorative rider or an orthodontic rider. The employee will pay 100% of the cost.
LB.5.6	<b>Group Insurance:</b>
LB.5.6.1	The Board shall pay 100% of the premium cost for a Group Life Insurance Plan for all fulltime employees. This plan shall provide coverage in an amount equivalent to twice the employee's basic annual salary.

LB 5.6.2	Triple insurance coverage may be carried by the employee, subject to the enrolment requirements of the insurance carrier, with the employee paying the total cost of the difference between the premium for double the employee's basic annual salary coverage and the premium for triple employee's basic annual salary.
LB.5.7	<b>Accidental Death and Disability:</b>
LB.5.7.1	The Board shall pay 100% of the premium for an Accidental Death and Disability Plan for all full-time employees. This plan shall provide coverage in an amount equivalent to twice the employee's basic annual salary.
LB.5.8	<b>Change of Carrier:</b>
LB.5.8.1	The Board may change the carrier of any benefit plan (other than OHIP) provided that any benefits provided by such other carrier are at least equivalent to the present benefits in this Collective Agreement.
LB.5.9	The Employer will provide a drug card to all eligible employees.
LB.5.10	CUPE 1196 employees working past age 65 shall be eligible for applicable Board benefits.
LB.11.1	Employees covered by the terms of this Collective Agreement shall be entitled to a sick leave plan, which provides a benefit of two (2) days without loss of pay per month for personal illness with an accumulation of sick pay credits up to a maximum of two hundred and sixty-four (264) days.
LB.11.2	For the purposes of retirement or death, an employee may accumulate sick leave up to a total maximum credit of one hundred and twenty (120) days' pay which will be paid to the employee upon retirement or, upon the employee's death, will be paid as per Article B.11.5.
LB.11.3	The credit in the Retirement Gratuity account shall be calculated as follows
LB.11.3.1	At the end of each year the number of days added to the Retirement Gratuity Account with respect to that year shall be one-half of the unused sick leave credit of that year as provided in B.11.1.
LB.11.3.2	The maximum amount, which can be accumulated in the Gratuity Account, shall be 120 days.

LB.11.3.3	Absence shall affect the gratuity account only when the number of days in the sick leave account falls so as to equal the number of days in the gratuity account at which time each account shall be reduced by one day for each day's absence.																																
LB.11.3.4	No Sick Leave credits transferred from another Board shall earn credit in the gratuity account.																																
LB.11.4.1	<p>The calculation of the gratuity will be the total of (i) and (ii):</p> <p>(i) For service up to August 31, 1979</p> <table style="margin-left: 40px;"> <tr> <td># days in gratuity account accumulated</td> <td></td> <td>Annual Salary at time of</td> </tr> <tr> <td><u>Under provisions of previous agreements</u></td> <td>X</td> <td>Retirement</td> </tr> <tr> <td>240</td> <td></td> <td></td> </tr> </table> <p>(ii) For service after September 1, 1979</p> <table style="margin-left: 40px;"> <tr> <td># days in gratuity account accumulated</td> <td></td> <td>Annual Salary at X% at</td> </tr> <tr> <td><u>Under provisions of this collective agreement</u></td> <td>X</td> <td>time of retirement</td> </tr> <tr> <td>240</td> <td></td> <td></td> </tr> </table> <p>The following table shall be used for calculating gratuity amounts.</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>TOTAL NUMBER OF YEARS OF SERVICE WITH YORK REGION INCLUDING PREDECESSOR BOARDS</th> <th>PERCENTAGE PAYABLE IN ACCORDANCE WITH THIS COLLECTIVE AGREEMENT</th> </tr> </thead> <tbody> <tr> <td>UP TO 5 YEARS</td> <td>0%</td> </tr> <tr> <td>5 YEARS</td> <td>10%</td> </tr> <tr> <td>6 YEARS</td> <td>16%</td> </tr> <tr> <td>7 YEARS</td> <td>22%</td> </tr> <tr> <td>8 YEARS</td> <td>28%</td> </tr> <tr> <td>9 YEARS</td> <td>34%</td> </tr> </tbody> </table>	# days in gratuity account accumulated		Annual Salary at time of	<u>Under provisions of previous agreements</u>	X	Retirement	240			# days in gratuity account accumulated		Annual Salary at X% at	<u>Under provisions of this collective agreement</u>	X	time of retirement	240			TOTAL NUMBER OF YEARS OF SERVICE WITH YORK REGION INCLUDING PREDECESSOR BOARDS	PERCENTAGE PAYABLE IN ACCORDANCE WITH THIS COLLECTIVE AGREEMENT	UP TO 5 YEARS	0%	5 YEARS	10%	6 YEARS	16%	7 YEARS	22%	8 YEARS	28%	9 YEARS	34%
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8 YEARS	28%																																
9 YEARS	34%																																

	10 YEARS	40%	
	11 YEARS	46%	
	12 YEARS	52%	
	13 YEARS	58%	
	14 YEARS	64%	
	15 YEARS	70%	
	16 YEARS	76%	
	17 YEARS	82%	
	18 YEARS	88%	
	19 YEARS	94%	
	20 YEARS	100%	
	No payment shall be made unless the employee has five (5) or more years		
LB.11.4.2	The gratuity shall be payable in one payment on the date of retirement or on January 15 of the following year at the option of the employee.		
LB.11.4.3	The gratuity by statute may not exceed 50% of the credit in the Sick Leave Account.		
LB.11.5	In the event of the death of an employee while in the service of the Board, a calculation shall be made of the service gratuity which would have been paid to the employee had the employee retired on the date of his/her death, and this gratuity shall be paid to the employee's designated beneficiary for group life insurance unless otherwise stipulated in writing by the employee.		
LB.11.7	On an annual basis, each employee covered by this Collective Agreement shall be given a statement notifying him of his current sick leave credit position and his current death or retirement allowance. (SEE MOU)		

LC.2.1.2	Upon written request by the employee, he may retain his insured employee benefit coverage provided that the full premium cost is paid by the employee under a preauthorized payment plan. The Board will collect the benefit premium on a monthly basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence.
LC.5.0	OTHER LEAVES
LC.5.1	An employee shall be entitled to the following leave days with pay, but charged to sick leave and appropriate charge to the gratuity account:
LC.5.2.1	Observance of a Faith Day where the tenets of the employee's religion, requires the employee to be absent from work (maximum two (2) days with no charge to sick leave or retirement gratuity).
C.5.2.2	For the purposes of a Faith Day for a sincerely held religious belief, there shall be no deduction from pay for absences of an additional three (3) days, but an employee absent from duty for these additional days shall have three (3) days charged to the employee's sick leave account.
C.6.1	The object of this SEB Plan is to supplement the employment insurance (E.I) benefits received by employees from Services Canada, (formerly known as Human Resources Development Centre of Canada) for temporary unemployment caused by Pregnancy or Parental Leaves.
C.6.2	The employee must be eligible to receive E.I. pregnancy or parental benefits from Services Canada, (formerly known as Human Resources and Development Centre of Canada) and must also be eligible for pregnancy or parental leave under the Ontario Employment Standards Act.
C.6.2.1	A SEB payment will not be made if the employee accesses the sick leave/gratuity plan or if the Employment Insurance waiting period has been waived.
C.6.3	An application for SEB must be made by the employee on a form to be provided by the Board. The employee shall provide verification of the approval of the E.I. claim.
C.6.4	A SEB payment shall be made only when it has been verified that the employee has applied and qualified for E.I.
C.6.5	The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable. The benefit level paid to an employee under this Plan is 100% of the approved E.I. benefits level. The combined weekly rate of the E.I. benefit and SEB payments will not exceed 95% of the employee's normal weekly earnings.

C.6.6	<p>The employee shall sign an agreement with the Board indicating:</p> <p>(a) that the employee will return to work (prior to submitting any resignation) and remain in the service of the Board for a period of one year after returning from the employee's Pregnancy Leave or Adoption Leave (and any subsequent additional leave granted by the Board under this Agreement; and,</p> <p>(b) that should the employee not comply with (a) above the employee shall reimburse to the Board any monies paid to the employee under this SEB Plan.</p>
C.7.10	An employee returning from Pregnancy/Parental leave shall have existing sick leave benefits and retirement gratuity credits fully reinstated.
LC.8.6	An employee on Infant Care Leave shall not be paid employee benefits during the period of the leave. Such employee may retain his membership in any plan to which he was registered at the beginning of the leave, by paying full premiums applicable under a preauthorized payment plan where this is within the terms of the Board's contract with the insurer. The Board will collect the benefit premium on a monthly basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence.
C.8.10	An employee returning from Infant Care Leave shall have existing sick leave benefits, Retirement Gratuity credits and seniority fully reinstated.
LC.9.3	The Board shall continue to pay its share of the Employees insured employee benefit plan for the period of the Adoption/Parental Leave.
C.9.6	An employee returning from Adoption/Parental leave shall have existing sick leave benefits and Retirement Gratuity credits fully reinstated.
LC.10.5	An employee on Child Care Leave shall not be paid employee benefits during the period of the leave Such employee may retain his membership in any plan to which he was registered at the beginning of the leave, by paying full premiums applicable under a preauthorized payment plan where this is within the terms of the Board's contract with the insurer. The Board will collect the benefit premium on a monthly basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence.
C.10.8	Leave of absence granted because of Child Care Leave shall not be charged to the Sick Leave Plan and No Sick Leave Credits shall accrue.
C.10.9	An employee returning from Child Care Leave shall have existing sick leave benefits, Retirement Gratuity credits and seniority fully reinstated.
LC.3.2	A leave of one day shall be granted for the purpose of attending a funeral other than the cases listed in C.3.1. Such absence shall be deducted from sick leave credits in accordance with Article C.5.0.

LF.1.3	<p>LETTER OF INTENT #3 – RETIRED BENEFITS – See C5.00 and Letter of Understanding #9 – Benefits of the Central Agreement</p> <p>If approved by the insurance underwriters, and if there is no increased cost in premium to the Board, a member who retires from the Board prior to age 65, or is on LTDI, may retain membership in any Group Benefit Plans to which he belonged to at the time of retirement, or is placed on LTDI, until he attains the age of 65 years. The retired member and/or the members on LTDI must pay full premium cost to maintain his participation and coverage under the group contracts.</p>
LF.1.12	<p>LETTER OF INTENT #12 – DRUG CARD – see C 5.00 and Letter of Understanding #9 – Benefits of the Central Agreement</p> <p>The parties agree that the Drug Card System has proven to be cost neutral to the Board. The sub-committee of Union Management will continue to monitor the system to ensure that the cost remains neutral.</p>

**Annexed Articles removed from the September 1, 2014 to August 31, 2019 CUPE 1196 Collective Agreement**

1196	
G.1.1	<p>MOA #1 – GRIEVANCE PROCESS</p> <p>MEMORANDUM OF AGREEMENT Between the York Region District School Board (the Board) And the Canadian Union of Public Employees Local 1196 (CUPE Local 1196)</p> <p>With respect to the filing of grievances both parties agree that the following procedure will be followed:</p> <ul style="list-style-type: none"> <li>• Regardless of who applies or attends a meeting for the application of discipline, the grievance will be filed at a Step One. If an AMC delivers the message at a Step One, the Step Two goes to the Manager of Caretaking or their designate.</li> <li>• The parties agree that this applies except for situations where the grievance should directly proceed to Step Three as in a termination, policy or group grievance,</li> <li>• It is agreed that, where both parties agree, discussion about a grievance and its resolution can take place outside of the grievance procedure, with a view to early resolution, regardless of the step at which it is filed.</li> </ul> <p>This agreement is without prejudice or establishing precedent and can be revoked by either party at any time, by providing two months’ notice in writing.</p>

<b>LF.1.5</b>	<p>LETTER OF INTENT #7 – CONTRACTING-IN</p> <p>The parties agree that a sub-committee of Union/Management will meet to consider and report on the cost effectiveness of contracting-in maintenance work.</p>
<b>LF.1.13</b>	<p>LETTER OF INTENT #16 – PDT AGREEMENT STAFFING – see Letter of Understanding #3 – Job Security: Protected Complement in the Central Agreement</p> <p>Enhanced staffing complement provided by the Provincial Discussion Table (PDT) Agreement will be allocated effective September 1, 2009 as follows:</p> <p>28 Caretaking positions</p> <p>4 Maintenance positions</p>

**Annexed Articles removed from the September 1, 2019 to August 31, 2022 CUPE 1196 Collective Agreement**

<b>LA.6.3</b>	<p>When a new employee covered by the terms of this Collective Agreement is hired, a representative of the Board shall notify the new employee the names of the Union Executive and he shall acquaint the employee with the Union security provisions of this Collective Agreement. The new employee shall also be given a copy of this Collective Agreement.</p>
<b>LB.1.4</b>	<p>For the level of Lead Caretaker #3 to be created, there shall be at least three (3) other employees in addition to the newly created Lead Caretaker #3</p>

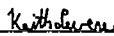
**Annexed Articles removed from the September 1, 2022 to August 31, 2026 CUPE 1196 Collective Agreement**

<b>LB.7.1</b>	<p>An Employee shall be entitled to vacation with pay at their regular rate of pay as follows:</p>	
	<p>Length of Continuous Service as of June 30</p>	<p>Length of Vacation Entitlement</p>
	<p>Less than 1 year</p>	<p>1 day for each full month of continuous service to a maximum of 10 days</p>
	<p>1 year but less than 2 years</p>	<p>2 weeks</p>
	<p>2 years but less than 10 years</p>	<p>3 weeks</p>
	<p>10 years or more</p>	<p>4 weeks</p>
	<p>20 years or more</p>	<p>5 weeks</p>


Collective Agreement  
Between  
York Region District School Board  
And  
Canadian Union of Public Employees, Local 1196  
For September 1, 2022 to August 31, 2026

The attached agreement has been negotiated by a joint committee of the Negotiating Committee of the Canadian Union of Public Employees, Local 1196 and the Negotiating Committee of the York Region District School Board. The terms of the Agreement shall be from September 1, 2022 to August 31, 2026.


For CUPE, Local 1196

  
Keith Levere (Nov 12, 2024 13:26 EST)


Keith Levere  
CUPE 1196, Staff Representative

  
John Malcolm (Nov 12, 2024 12:51 EST)


John Malcolm  
President, CUPE, Local 1196

  
Osaka Harrison (Nov 13, 2024 09:24 EST)

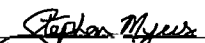
Osaka Harrison  
Senior Steward

  
Alexandre Perrier (Nov 20, 2024 14:36 EST)

Alex Perrier

  
Frank Sutherland (Nov 13, 2024 10:02 EST)

Frank Sutherland

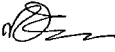
  
Stephen Myers (Nov 13, 2024 16:16 EST)

Steve Myers


  
Beth Rinne (Nov 12, 2024 12:45 EST)

Beth Rinne

For the Board,

  
Neil Gunathunge


Chief Negotiator

  
Marla Fowler (Dec 3, 2024 09:18 EST)

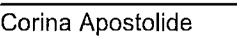
Marla Fowler  
Manager, Employee Relations & Labour

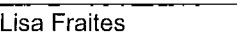
  
Jeff Stover

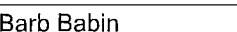
Manager, Plant Operations

  
Derek Petri (Dec 3, 2024 10:45 EST)

Derek Petri  
Manager, Construction & Maintenance

  
Corina Apostolide  
Manager, Budget and Reporting

  
Lisa Fraites  
Employee Relations Officer

  
Barb Babin  
Employee Relations Case Representative