



Windsor-Essex Catholic District School Board

Agreement

Between

THE WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD

And

**UNIFOR LOCAL 2458
CUSTODIAN AND MAINTENANCE
BARGAINING UNIT**

September 1, 2022 to August 31, 2026

FOREWORD

This Agreement, resulting from collective bargaining between The Windsor-Essex Catholic District School Board and UNIFOR and its local 2458, is for the purpose of producing the most favorable relationship between the employees and the employer.

The strongest effort should be exerted by everyone concerned to make it an effective document for the benefit of all.

The Union urges the members to consult with their Committee Persons concerning any matter pertaining to the provisions of this Agreement.

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APPENDIX 1 OCEW – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS)

C1.1 SEPARATE CENTRAL AND LOCAL TERMS

The collective agreement shall consist of Central Terms and Local Terms.

C1.2 Implementation

Central Terms may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent.

C1.3 Parties

The parties to the collective agreement are the school board and the bargaining agent. If applicable, 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.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)

C2.1 Single Collective Agreement

The Central and Local Terms of this collective agreement shall constitute a single collective agreement for all purposes.

C2.2 Term of Agreement

The term of this collective agreement, including Central Terms and Local Terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026, inclusive.

C2.3 Where Term Less Than Agreement Term

Where a provision of this collective agreement so provides, the provision shall be in effect for a term less than the term of the collective agreement.

C2.4 Term of Letters of Understanding

All Central Letters of Understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated herein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C2.5 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.

C2.6 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 28 and 31 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.
- b. Notice to commence bargaining shall be given by a Central Party:
 - i. Within 90 (ninety) days of the expiry 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.
- c. Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** 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 the Local Terms of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the Employer Bargaining Agency, the Council of Trustees’ Association (CTA) and the Employee Bargaining Agency, the Ontario Council of Educational Workers (OCEW).

The Ontario Council of Educational Workers (OCEW) refers to the designated Employee Bargaining Agency pursuant to subsection 20 (2) of the Act for central bargaining with respect to employees in the bargaining units for which OCEW is the designated employee bargaining agency. The OCEW is composed of:

1. COPE Ontario and its Locals 103, 429, 454, 527 and 529.
2. Essex and Kent Counties Skilled Trades Council.
3. Labourers’ International Union of North America, Local 837.
4. Maintenance and Construction Skilled Trades Council.
5. Ontario Public Service Employees Union.
6. Unifor

The Council of Trustees' Associations (CTA) refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the Act for central bargaining with respect to employees in the bargaining units for which OCEW is the designated employee bargaining agency. The CTA is composed of:

1. ACÉPO, which 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, which 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, which refers to the Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.
4. OPSBA, which refers to the Ontario Public School Boards' Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

C3.3 "Employee" shall be defined as per the *Employment Standards Act*.

C3.4 "Casual Employee" 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

C3.5 "Term Assignment" means, in relation to an employee,

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

C3.6 "School Board" (also referred to as "Board" or "Employer") shall have the same meaning as in the School Boards Collective Bargaining Act, 2014.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

C4.1 The CTA and OCEW agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.

C4.4 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.

C4.5 The committee shall include up to six (6) representatives from OCEW and up to six (6) representatives from the CTA. The parties agree that the Crown may attend meetings.

C4.6 OCEW and CTA representatives will each select one co-chair.

C4.7 Additional representatives may attend as required by each party.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the Central Process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a. A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any Central Term of a collective agreement.
- b. The “Central Parties” to the grievance process shall be defined as the Council of Trustees’ Association and the Ontario Council of Educational Workers (OCEW).
- c. The “Local Parties” shall be defined as the parties to the collective agreement.
- d. “Days” shall mean regular school days.

C5.2 Central Dispute Resolution Committee

- a. There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of four (4) representatives from the Council of Trustees’ Association, two (2) representatives of the Crown and six (6) representatives from the OCEW.
- b. The Committee shall meet at the request of one of the Central Parties. The Committee may meet in person, by tele or video conference or in any other manner agreeable to the committee.
- c. The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d. The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the Central Parties.
 - ii. To participate in voluntary mediation
 - iii. To intervene in any matter referred to arbitration.
- e. Only a Central Party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f. 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 central dispute resolution process including mediation and arbitration, and to direct them accordingly.

- g. Each of the Central Parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a. Any central provision of the collective agreement alleged to have been violated.
- b. The provision of any statute, regulation, policy, guideline, or directive at issue.
- c. A detailed statement of any relevant facts.
- d. The remedy requested.

C5.4 Referral to the Committee:

- a. Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b. A Central Party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- c. The Committee shall complete its review within 10 days of the grievance being filed.
- d. If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee acting by consensus, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- e. If the grievance is referred to arbitration, the other responding central party shall file a detailed statement of any relevant facts and its position on any issues remaining in dispute with the other Central Party and the Crown within 10 days. Within a further 10 days, the Crown shall advise the parties of its intent to intervene in the arbitration process and shall include a detailed statement of any relevant facts and its position on any issues remaining in dispute and file that statement with the Central Parties.
- f. All timelines are directory and may be extended by mutual consent of the parties.

C5.5 Voluntary mediation:

- a. The Central Parties may, on mutual agreement, request the assistance of a mediator.
- b. Where the Central Parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c. Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator:

- a. Arbitration shall be by a single arbitrator.
- b. The Central Parties shall select a mutually agreed upon arbitrator.
- c. The Central Parties may refer multiple grievances to a single arbitrator.
- d. Where the Central Parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either Central Party may request that the Minister of Labour appoint an arbitrator.
- e. The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

C5.7 The arbitrator shall have all of the powers provided to arbitrators under the *Labour Relations Act* and under section 43 of the *School Boards Collective Bargaining Act, 2014* and the authority to order a remedy which the arbitrator considers just and reasonable.

C6.00 WORK YEAR

The fulltime work year for all employees employed in EA and ECE job classes shall be a minimum of 194 work days to correspond with the school year calendar.

C7.00 SPECIALIZED RECRUITMENT AND RETENTION

The following language applies to a particular position that requires a 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.

C8.00 BENEFITS

The date on which the board and the bargaining unit commenced participation in the OECTA ELHT shall be referred to herein as the "Participation Date". For employees who joined the OCEW Benefits Plan, the Participation Date was June 1, 2018. For employees who joined the Unifor Benefits Plan, the Participate Date was November 1, 2018.

C8.1 Eligibility and Coverage

- a) The OECTA ELHT will maintain eligibility for OCEW and Unifor represented employees who are currently eligible for benefits, and any newly eligible employee covered by the local terms of the applicable collective agreement ("OCEW represented employees").
- b) Retirees who were previously represented by OCEW or Unifor, who were, and still are members of a board benefit plan as at the participation date are eligible to receive benefits through the ELHT with funding based on prior arrangements. Retirees will be eligible to transition from Board run benefits plans into segregated plans administered by the OECTA ELHT, subject to a Board's right to opt out, in accordance with Letter of Agreement #14.
- c) No individuals who retire after the Participation Date are eligible for benefits.

d) Notwithstanding b) and c):

- i. applicable Windsor Essex Catholic District School Boards' Unifor employees and retirees will be administered in accordance with the Minutes of Settlement signed by Unifor and the Crown on November 17, 2016;
- ii. applicable Greater Essex County District School Boards' Skilled Trades employees and retirees will be administered in accordance with the Minutes of Settlement signed by the school board, the members of the Skilled Trades Council, and the Crown on February 7, 2019; and
- iii. Nothing in this agreement shall be construed as altering the fundamental obligations assumed by any party to the Minutes of Settlement referenced in i. or ii above.

C8.2 Funding

Funding related to the ELHT Benefit Plan(s) will be based on the following:

- a) Funding to the current OCEW rate (\$5,655.44 per FTE) and Unifor rate (\$5,696.68) are as follows:

Date	Percent increase	OCEW Rate	Unifor Rate
September 1, 2022	1%	\$5712.00	\$5753.65
September 1, 2023	1%	\$5769.12	\$5811.19
September 1, 2024	1%	\$5826.82	\$5869.30
September 1, 2025	1%	\$5885.08	\$5927.99
August 31, 2026	4%	\$6120.48	\$6165.11

C8.3 Cost Sharing

- a) The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the ELHT, 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.).
- b) Any cost sharing or funding arrangements regarding the EI rebate will remain status quo.

C8.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions will be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H - staffing schedule by Employee/Bargaining group for job classifications that are eligible for benefits.
- b) The FTE used to determine the board benefits contributions will be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.
- c) Monthly amounts paid by the board to the OECTA ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OECTA ELHT in a lump sum on a board by board basis.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OECTA ELHT, the dispute shall be resolved between the board and the local union represented by OCEW. If no resolution to the issue can be achieved it shall be subject to the Central Dispute Resolution Process.
- e) For the purposes of section 7.3(b) of the OECTA ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that OCEW will reimburse the school board for benefits contributions made by a school board to the OECTA ELHT during a period of strike or lockout resulting in OCEW education workers withdrawing their full services:
 - i. The per FTE funding in effect during the period of strike or lockout multiplied by the estimated average OCEW education worker FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out
 - ii. Divide i) by 225 days
 - iii. Multiply ii) by the number of strike or lockout days for OCEW education workers at the school board.

C8.5 Pay 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) For all construction or maintenance employees participating in a benefits plan provided by their construction union or affiliate, payment for this arrangement will remain the on-going obligation of the affected boards.
- c) New hires after the Participation Date who are eligible for benefits through the OEETA ELHT are not eligible for pay in lieu of benefits.

C8.6 Privacy

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

C8.7 Benefits Committee

A benefits committee comprised of the employee representatives and the employer representative, including the Crown, will convene upon request to address all matters that may arise in the delivery of the OCEW benefits plan.

C9.00 STATUTORY LEAVES OF ABSENCE/SEB

C9.1 Family Medical Leave or Critical Illness Leave

- i. 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.
- ii. The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- iii. 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.
- iv. Seniority and experience continue to accrue during such leave(s).
- v. 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.

- vi. In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with C9.2, 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.

C9.2 Supplemental Employment Benefits (SEB)

- i. 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.
- ii. Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- iii. SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- iv. 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.

C10.00 SICK LEAVE

C10.1 Sick Leave/Short Term Leave and Disability Plan – Employees (excluding casual and term employees)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental emergencies. Appointments shall be scheduled outside of working hours, where possible.

b) Sick Leave Days

Subject to paragraphs C10.1 d) i-v below, full-time Employees will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Employees who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C10.1 d) i-v below, full-time Employees will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C10.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C10.1 d) i-v below.

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where an employee is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C10.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- iv. For the purpose of iii) 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.
- v. Where an employee is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the employee exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided. Once provided, the new allocation will be reconciled as necessary, consistent with (a) (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.
- vi. Where any employee is not receiving benefits from another source and is working less than his/her full FTE in the course of a graduated return to work as the employee recovers from an illness or injury, the employee may use an unused sick/short term disability allocation remaining, if any, for the employee's FTE that the employee is unable to work due to illness or injury.
- vii. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) WSIB & LTD

An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under a LTD plan, is not entitled to benefits under a school board's sick leave and short term disability plan for the same condition unless the employee is on a graduated return to work program then WSIB/LTD remains the first payor. For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short term leave and disability plans.

f) Short-Term Leave and Disability Plan Top-up

- i. Employees accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. 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 in the current year. These days can be used to top-up salary under the STLDP.
- v. When employees use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

g) Sick Leave and STLDP Eligibility and Allocation for Employees in a Long-Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to an employee in a term assignment:

- i. Employees working less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of their working days compared to the full working year for their classification. The length of the sick leave shall be limited to the length of the assignment.

- ii. Where the length of the term 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/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. An employee who works more than one term assignment in the same school year may carry forward Sick leave and STLDP from one term assignment to the next, provided the assignments occur in the same school year.

h) Administration

- i. The Board may require and the employee shall provide medical confirmation of illness or injury to substantiate access to sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- iv. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.
- v. The Board shall notify employees and the Bargaining Unit, when they have exhausted their 11 days allocation of sick leave at 100% of salary.

i) Proof of Illness

- 1. 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 required to be provided by the Employee for absences of five (5) consecutive working days or longer.
- 2. 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 Benefit 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.
- 3. 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.

- 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:

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.

If the 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.

C11.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

Where an Employee is required through direction by the Board to attend work outside of regular working hours, the provisions of the local collective agreement regarding hours of work, 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.

APPENDIX A – RETIREMENT GRATUITIES

Sick Leave Credit-Based Retirement Gratuities (where applicable)

- a) 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.
- b) 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,
 - i. 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
 - ii. the Employee's salary as of August 31, 2012.
- c) If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out in accordance with subsection (2).
- d) 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 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.
- e) For the purposes of the following Boards, 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:
 - a. Hamilton-Wentworth District School Board
 - b. Hamilton-Wentworth Catholic District School Board

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee Name: <i>(Please print)</i>	Employee Signature:
Job Title:	Telephone No:
Employee ID:	
Employee Address:	Work Location:

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

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

First Day of Absence:	General Nature of Illness (<i>please do not include diagnosis</i>):
Date of Assessment: dd mm yyyy	

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes 30 <input type="checkbox"/> minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms 5 <input type="checkbox"/> - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms 5 <input type="checkbox"/> - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of Hand(s): <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Left Hand</td> <td style="width: 50%; border: none;">Right Hand</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Gripping</td> <td style="border: none;"><input type="checkbox"/> Gripping</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Pinching</td> <td style="border: none;"><input type="checkbox"/> Pinching</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Other (<i>please specify</i>):</td> <td style="border: none;"><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

<input type="checkbox"/> Bending/twisting repetitive movement of (<i>please specify</i>):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
--	---	---	---	--

2B: COGNITIVE (please complete all that is applicable)

Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities Limited <input type="checkbox"/> Abilities Comments: <input type="checkbox"/>	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: Full <input type="checkbox"/> Abilities Limited <input type="checkbox"/> Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (<i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>)			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> Fewer than 6 <input type="checkbox"/> 6 - 10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days <input type="checkbox"/> Permanently		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is patient on an active treatment plan? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Please check one: <input type="checkbox"/> Patient is capable of returning to work with no restrictions.			
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3			
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Should the absence continue, updated medical information may be requested after the date of the follow up appointment indicated in section 4.			
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy			
Completing Health Care Professional Name: (Please Print)			
Date:			
Telephone Number:			
Fax Number:			
Signature:			

LETTER OF AGREEMENT #1

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Job Security

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.
 - c) Once the FTE number has been established in accordance with this paragraph 3, the local parties shall jointly report the number to the Central Labour Relations Committee.

4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a) priority for available temporary, casual and/or occasional assignments;
 - b) the establishment of a permanent supply pool where feasible;
 - c) the development of a voluntary workforce reduction program (contingent on full provincial government funding).

5. The above language does not allow trade-offs between the classifications outlined below:
 - a) Educational Assistants/CYWs
 - b) ECEs/ DECEs
 - c) Office/Clerical
 - d) Custodians/Cleaners
 - e) Maintenance/ Construction Trades
 - f) Instructors
 - g) Professionals (including Speech Pathologists)
 - h) Information Technology Staff
 - i) Library Technicians
 - j) Central Administration
 - k) Media Specialists

6. Any and all existing local collective agreement job security provisions remain.

7. Staffing provisions with regard to surplus and bumping continue to remain a local issue.

8. This Letter of Understanding expires on August 30, 2026.

LETTER OF AGREEMENT #2

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

AND

The Crown

RE: Professional Activity Day

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

There will be no loss of pay for OCEW 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.

Casual employees who are directed to attend training on PA Days will be compensated in accordance with current local collective agreement provisions.

LETTER OF AGREEMENT #3

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

- a. Responsibility for payment for medical documents.
- b. Sick leave deduction for absences of partial days.

The parties agree that attendance support programs are not included in the terms of this Letter of Agreement.

LETTER OF AGREEMENT #4

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

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 Schools 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 OCEW members, nor diminish their hours of work.

LETTER OF AGREEMENT #5

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Status Quo Central Items

The parties agree that the following central issues have been addressed at the Central Table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Long-Term Disability
2. Hours of Work, excluding scheduling
3. Work Week, excluding scheduling
4. Work Year, excluding scheduling (other than those contained herein)
5. Preparation and planning for all staff whose core duties are directly related to student/learner instruction
6. Staffing levels
7. Paid Vacation and Holidays including Statutory Holiday
8. Weekly Indemnity
9. Paid Education Leave
10. WSIB Top up
11. Technical Training Fund
12. Long Service Pay
13. OMERS
14. Allowances/Premiums
15. Supply Custodian Language
16. Women's Advocacy Training
17. Licensing
18. Compassionate Leave
19. Personal Days
20. Deferred Salary Leave Plan
21. Job Security
22. Employee Assistance Plan
23. Sick Leave to establish E.I. Maternity Benefits

LETTER OF AGREEMENT #6
BETWEEN
The Ontario Council of Educational Workers
(Hereinafter 'OCEW')
AND
The Council of Trustees Associations
(Hereinafter The 'CTA')
AND
The Crown

RE: Ministry Initiatives

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.

OCEW will be an active participant in the consultation process at the Ministry Initiatives Committee.

LETTER OF AGREEMENT #7

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Employment Insurance (E.I.) Rebate

The parties agree that where the E.I. rebate is used to fund extended health care benefits, it is connected to the central issue of benefits and is therefore status quo until August 31, 2026.

LETTER OF AGREEMENT #8

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Professional Development

The parties acknowledge the important skills and expertise that Educational Workers contribute to Ontario's publicly funded schools and their commitment to improving student achievement. Where the Ministry provides funds to local School Boards specifically to provide professional development to Employees covered by this collective agreement, local School Boards shall consult with local Union representatives prior to finalizing and delivering the funded professional development.

LETTER OF AGREEMENT #9

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Provincial Working Group - Health and Safety

The parties confirm their commitment to continuing to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated November 7, 2018, and any further amendments to the Terms of Reference as may be agreed to from time to time.

OCEW has advised that it will raise issues regarding the online reporting tool for violent incidents at the Provincial Working Group – Health and Safety.

The purpose of the working group is to consider areas related to health and safety in order of 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 AGREEMENT #10

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

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. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Pregnancy Leave Benefits

Definitions

- a) The use of "they/them" pronouns in this LOA is not intended to change any entitlements and only reflects an intention for gender neutrality.
- b) "casual employee" 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
- c) "term assignment" means, in relation to an employee,
 - i. a term assignment within the meaning of the local collective agreement, or
 - ii. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment

Common Central Provisions

- a) Permanent employees and employees in term assignments who are eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive a SEB plan to top up their E.I. Benefits. An Employee who is eligible for such leave shall receive the equivalent of 100% of salary as set out below, for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Employee receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- c) The Employee must provide the Board with proof that 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.
- d) Permanent employees and employees in term assignments 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.
- e) 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.
- f) Permanent employees and employees in term assignments 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.
- g) Employees in term assignments 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, whichever is less.
- h) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- i) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- j) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- k) Casual employees have no entitlement to the benefits outlined in this article.

Local Bargaining Units will identify which of the SEB Plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). the full article should then reside in Part B of the collective agreement:

- i. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An Employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Employee receives from E.I. and their regular gross pay;
- ii. A SEB Plan with existing superior entitlements;
- iii. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide six (6) weeks at 100% pay and an additional 11 weeks at 90%.

2. Statutory/Public Holidays

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

3. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

Where a class of employees was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave in the 2019-2022 collective agreement. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2019-22 collective agreement.

Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the Employee received WSIB top-up prior to September 1, 2012.

For Boards who did not have WSIB top-up prior to the MOU, status quo to be determined. Provisions related to this article remain status quo in accordance with terms and conditions with collective agreements from August 31st, 2014.

4. 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 further clarity, any leave of absence in the 2008-2012 local collective agreement and including modifications made during local bargaining if any, 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 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 or modifications made during local bargaining if any that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2019-22 collective agreement.

Provisions with regard to short term paid leaves 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.

5. 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 A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

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. An Employee is 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:

Retirement Gratuity WECDSB

1. Those employees who, on August 31, 2012, were eligible for a retirement gratuity shall have their accumulated sick days vested as of that date, up to the maximum eligible under the retirement gratuity plan.
2. Upon retirement, those employees who were eligible for a retirement gratuity on August 31, 2012, shall receive a gratuity payout based on the number of accumulated vested sick days under 1 above, years of service and annual salary as at August 31, 2012.
3. Effective September 1, 2012, all accumulated non-vested sick days were eliminated.

6. 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.

7. Benefits

Subject to provisions in this agreement, the Parties agree that since all active eligible employees have now transitioned to the Ontario English Catholic Teachers Association (OECTA) ELHT that all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

LETTER OF AGREEMENT #11

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

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 #12

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

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 OCEW 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.

LETTER OF AGREEMENT #13

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

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 C.3.3.
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 AGREEMENT #14

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

RE: Domestic and Sexual Violence Leave

The parties acknowledge the availability of leaves of absence for eligible OCEW members under Part XIV of the Employment Standards Act, 2000.

In particular, the parties acknowledge the availability of Domestic and Sexual Violence leave for OCEW members, subject to the eligibility requirements under the Employment Standards Act, 2000, as amended from time to time.

Local parties may discuss how they can support employees who are affected by domestic and/or sexual violence.

LETTER OF AGREEMENT #15

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Workplace Violence

The parties acknowledge that the Occupational Health and Safety Act requires that school boards and supervisors provide workers with information, including personal information, related to a risk of workplace violence from a person with a history of violent behaviour, if the worker can be expected to encounter that person in the course of their work and the risk of workplace violence is likely to expose the worker to physical injury.

School boards and supervisors must not disclose more personal information about a person with a history of violent behaviour than is reasonably necessary to protect workers from physical injury.

Within sixty (60) days following the date of ratification of the central terms, school boards will recirculate the Workplace Violence in School Boards: A Guide to the Law (released in 2018 by the Ministry of Labour) to local health and safety committees.

APPENDIX II – Supports for Students Fund

Supports for Students Fund - OCEW				
DSB Name	2022-23	2023-24	2024-25	2025-26
Avon Maitland DSB	143,222	147,763	152,314	156,913
DSB Ontario North East	112,368	115,930	119,501	123,110
Greater Essex County DSB	28,979	29,898	30,819	31,749
Hamilton-Wentworth Catholic DSB	335,101	345,724	356,372	367,135
Hamilton-Wentworth DSB	1,233,230	1,272,324	1,311,511	1,351,119
Kenora Catholic DSB	89,100	91,925	94,756	97,618
Lakehead DSB	111,044	114,565	118,093	121,660
Nipissing-Parry Sound Catholic DSB	161,988	167,123	172,270	177,473
Peel DSB	3,669,653	3,785,981	3,902,589	4,020,447
Rainbow DSB	391,743	404,162	416,610	429,191
Renfrew County Catholic DSB	257,451	265,612	273,793	282,061
Simcoe County DSB	1,960,064	2,022,198	2,084,482	2,147,433
Thunder Bay Catholic DSB	138,587	142,980	147,384	151,835
Toronto DSB	687,421	709,212	731,056	753,134
Waterloo Catholic DSB	207,525	214,103	220,698	227,363
Windsor-Essex Catholic DSB	433,508	447,250	461,026	474,949
Totals	9,960,986	10,276,749	10,593,273	10,913,190

Notes:

- 2022-23 amounts already include the investment previously communicated through the 2022-23 Grants for Student Needs, released February 17, 2022.
- The 2022-23 funding for Thunder Bay Catholic DSB represents \$56,321 for the OCEW bargaining unit and \$82,266 for the Unifor bargaining unit.
- Funding provided subject to approval by the Lieutenant Governor in Council or Transfer Payment Agreement in accordance with the Transfer Payment Accountability Directive.
- In 2022-23, Moosonee shall receive funding equivalent to what was provided for 2021-22 under the 2019-22 collective agreement with an increase of 3.24%. This amount shall be further increased by 3.17% in 2023-24, 3.08% in 2024-25, and 3.02% in 2025-26.

APPENDIX III - Community use of Schools

Community Use of Schools Investment - OCEW	
DSB Name	Amount
Avon Maitland DSB	\$ 6,698
Greater Essex County DSB	\$ 840
Hamilton-Wentworth Catholic DSB	\$ 11,011
Thunder Bay Catholic DSB	\$ 2,915
Toronto DSB	\$ 22,713
Waterloo Catholic DSB	\$ 7,616
Windsor-Essex Catholic DSB	\$ 7,778
Totals	\$ 59,572

APPENDIX IV

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

AND

The Crown

RE: Integration of Consortium Centre Jules-Léger (CCJL)

The parties agree that subject to any issue that may be brought to the Implementation Committee (as contemplated below), this Appendix IV resolves all central matters relating to or arising from the integration of employees employed at the Consortium Centre Jules-Léger ("CCJL") into the OCEW bargaining unit. Unless expressly set out in this Appendix IV, the Central terms (Part A) of the OCEW Collective Agreement shall apply without revision.

1. Application

For purposes of this Appendix IV:

- the "OPSEU Agreement" shall refer to the collective agreement as between OPSEU and the Crown in Right of Ontario as represented by Management Board of Cabinet with an expiry date of December 31, 2021; and
- the "OCEW Agreement" shall refer to the collective agreement as between the parties and the Crown with an expiry date of August 31, 2026.

For purposes only of benefits, sick leave, pension and protected complement, as set out in this Appendix IV:

- Employees employed at CCJL as a "regular" employee, as such term/concept is defined or treated under the OPSEU Agreement, shall be treated as a "Regular" employee, as such term/concept is defined or treated in Part A of the OCEW Agreement;
- Employees employed at CCJL as a "fixed term" employee, as such term/concept is defined or treated under the OPSEU Agreement, shall be treated as being employed in a "Term Assignment", as such term is defined or treated in Part A of the OCEW Agreement;
- Employees employed at CCJL as a "casual" employee, as such term/concept is defined or treated under the OPSEU Agreement, shall be treated as a "Casual" employee, as such term/concept is defined or treated in Part A of the OCEW Agreement; and

- Employees employed at CCJL as a “seasonal” employee, as such term/concept is defined or treated under the OPSEU Agreement, shall be treated as a “Regular” employee, as such term/concept is defined or treated in Part A of the OCEW Agreement.

2. Benefits

Eligible CCJL employees will be transferred to the OCEW Benefits Plan under the OECTA Employee Life and Health Trust (“OECTA ELHT”). With respect to the transition of eligible CCJL employees into the OCEW Benefits Plan delivered through the OECTA ELHT, the parties agree:

- Eligible CCJL employees shall transition to the existing OCEW Benefits Plan on a date agreed to by the parties and the OECTA ELHT, but no later than September 1, 2023.
- Unless expressly addressed herein, the Trustees of the OECTA ELHT shall be responsible for all matters relating to plan design and transitional provisions in accordance with the OECTA ELHT Agreement and Declaration of Trust.

CCJL shall remit payments to the OECTA ELHT based on the negotiated per Full-Time Equivalent (FTE) rate in the Central Terms and the average of the October 31st and March 31st FTE count to be reported by CCJL each year in a manner consistent with Appendix H. For purposes of calculating the overall FTE, only positions classified as “regular” or “seasonal” shall be included per paragraph 1 above.

Subject to provisions in this Appendix IV, the Parties agree that once all eligible employees have transitioned to the OECTA ELHT, all references to existing life, health and dental benefits plans in the applicable local collective agreement for eligible employees shall be removed from that local agreement.

3. Sick Leave

Effective as of the first day of the 2023-2024 school year, the provisions of Article C10 (Sick Leave/Short Term Leave and Disability Plan) shall apply to employees employed as “regular”, “fixed term” or “seasonal”, consistent with the provisions of paragraph 1 above.

For clarity, employees employed as “casual” will not have access to sick leave or short term leave disability under Article C10.

For further clarity, for the period up to the day before the first day of the 2023-2024 school year, sick leave and short-term disability leave eligibility and entitlements, if any, shall be governed by the provisions of the OPSEU Collective Agreement.

4. Pension

Subject to and in accordance with the terms and conditions of the applicable OMERS pension plan in place and as amended from time to time, CCJL employees will be transferred to the applicable OMERS pension plan on a date agreed to by the parties and, if applicable, OMERS, but no later than September 1, 2023.

5. Protected Complement

For purposes of calculating the overall protected complement pursuant to LOA #1, only positions classified as “regular” or “seasonal” shall be included.

6. Implementation Committee

The parties shall convene an Implementation Committee composed of members of OCEW, CCJL, ACÉPO, AFOCSC, and, if and where necessary, the Crown. This Implementation Committee shall be convened upon request of a party and shall be responsible for addressing any matters arising from this Appendix IV or the transition of OCEW employees at CCJL into the OCEW collective agreement.

Any matters that cannot be resolved by the Implementation Committee may, at the applicable party’s election, be filed as a grievance pursuant to the Central Grievance Process under Article C5 of the OCEW Collective Agreement.

PART B: LOCAL TERMS

ARTICLE 1 - PURPOSE

- 1:01 The purpose of this agreement is to establish an orderly collective bargaining relationship between the Board and certain classifications of its employees represented by the Union in order to secure prompt and equitable disposition of grievances and to maintain satisfactory hours, wages and working conditions for all employees covered by this Agreement. The Union agrees that it will not interfere with normal operation of the schools for which the Board is responsible.

ARTICLE 2 - RECOGNITION

- 2:01 The Board recognizes that the Union shall be the sole bargaining agent for all employees of the Board, save and except forepersons, persons above the rank of foreperson, office staff, professional teaching staff and persons covered under other existing Collective Agreements.
- 2:02 It is agreed that the officers of the Local Union, National Union or nominees, may enter any of the schools under the jurisdiction of the Board at reasonable times on Union Business provided that such entry shall not disrupt the normal routine of members of the Union. They must notify the Principal or Secretary of their presence upon arriving using sign-in book.
- 2:03 It is agreed that from time to time it is necessary to employ skilled tradespersons to maintain and repair School Board premises and nothing contained in this Agreement shall be interpreted to prevent the Board from continuing this practice.
- 2:04 The Board undertakes that it will not enter into any other agreement or contract with employees within the bargaining unit either individually or collectively.

ARTICLE 3 - UNION MEMBERSHIP AND CHECK OFF

- 3:01 The Board shall deduct from each employee within the bargaining unit, the initiation fee, and from the first pay of each month the monthly dues as are levied by UNIFOR and its local 2458 in accordance with its constitution and by-laws. It shall be a condition of remaining in the employment of the Board that each such employee authorizes deductions.
- 3:02 The Financial Secretary of the Local Union will notify the Board in writing of the amount of Union dues and/or initiation fee to be deducted in line with the constitutional requirements of the National Union.

- 3:03 It is mutually agreed that all present employees of the Board and all future employees of the Board coming within the scope of this Collective Agreement and upon completion of their probationary period shall, as a condition of their employment or continued employment, become members of the Union. Such membership shall be maintained in good standing.
- 3:04 The dues, initiation fees and other levies deducted from all employees within the bargaining unit, together with a record of those from whose pay deductions have been made, shall be remitted by the Board to the Union not later than the 20th day of each month.
- 3:05 Member check-off will be in accordance with UNIFOR's Constitution.
- 3:06 The Board will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- 3:07 During the term of this Agreement, the Board agrees to furnish the Union with a written list of any and all new employees not later than thirty (30) days from hiring.
- 3:08 Notwithstanding the provisions of Article 3:01, the Union shall have the right to have the dues deducted on a weekly basis, if necessary, and the Board shall comply with such request after having received official notice and allowing sufficient time for computer adjustments.
- 3:09 The Board agrees that the annual amount of dues paid during the year shall be shown on the employee's T4 slip.
- 3:10 The Board will allow a representative of the Union to address new employees privately at the time of Board orientation for a period not to exceed one half (½) hour.
- 3:11 The Board agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, ½ hour per year.

This first such dues deduction will be made from employee's first pay following completion of their probationary period. Thereafter, dues deductions will be made in January of each succeeding year or upon completion of one month's work in the calendar year. These deductions along with the names of the employees shall be remitted to the financial secretary of the local union.

ARTICLE 4 - PROBATIONARY EMPLOYEES

- 4:01 A probationary employee shall not attain seniority until the employee has been so employed by the Board for an aggregate probationary period of eighty (80) working days during any twelve (12) consecutive month period

after which time they shall acquire the seniority status and obligations of a permanent employee under this Agreement, provided that all benefits will be provided to employees after sixty (60) working days.

The seniority and vacation entitlement only of any probationary employee shall date eighty (80) working days prior to the date on which the employee acquires seniority status. Vacation entitlement for probationary employees shall be in the extent as herein provided under Article 17 of this Agreement. In the event a probationary employee ceases to be employed by the Board such entitlement shall be in accordance with the Employment Standards Act.

4:02 It is mutually agreed that probationary employees shall not work in excess of the hours provided herein for permanent employees.

4:03 The wage rate for probationary employees shall be one dollar (\$1.00) an hour less than the permanent employee rates.

ARTICLE 5 - RELATIONSHIP

5:01 As it is the common goal of the Board and the Support Staff to provide the best possible Catholic education for the children of this community; and

5:02 In order to achieve that common goal it is essential that the Board and the Support Staff maintain the harmonious relationship which exists between them;

5:03 The Board and Support Staff agree that this collective agreement shall be applied in a manner which fully supports the basic equality of all staff;

5:04 The Board and Support Staff further agree that every employee has a right to freedom from all forms of harassment.

5:05 It is the desire of both parties to specify within this agreement the conditions of employment together with the salaries, employee benefits and allowances which govern the parties who are covered by this agreement.

5:06 The Board agrees that there will be no discrimination, interference, restraint, intimidation or coercion, by its members or representatives, exercised or practiced upon any employee because of membership in the Union.

5:07 The Board will develop policies and procedures which are fair, reasonable, consistent, and communicated to the employee with copies to the Chairperson and Local Union.

Harassment in the Workplace

- (a) The parties agree that harassment will not be tolerated in the workplace. In the event an allegation of harassment is reported, the Union Committee and the Management Committee will meet as soon as possible to discuss and investigate the matter fully. All complaints will be handled with the utmost tact and timeliness. (First meeting no later than two working days.)
- (b) Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome: that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the provincial Human Rights Code. All employees are expected to treat others with dignity and respect and to discourage harassment.

The workplace is defined as any Board facility and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendoes, gestures or taunting about a person's body, disability, attire, or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos or visual materials;
- Refusal to work or converse with an employee because of their racial background or gender, etc.;
- Unwanted physical conduct such as touching, patting, pinching, etc.;
- Condescension or paternalism which undermines self-respect;
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that is not intended to undermine the dignity of the individual.

Neither is this policy meant to inhibit free speech or interfere with normal social relations.

The Union recognizes that it shares a joint responsibility with the employer to discourage workplace harassment.

ARTICLE 6 - MANAGEMENT RIGHTS

6:01 The Union recognizes the right of the Board to hire, direct and classify, promote, demote, transfer, or suspend or otherwise discipline or discharge any employee for just cause, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

6:02 The parties agree that a lesser standard of just cause may be applied in the case of probationary employees.

6:03 The Union further recognizes the undisputed right of the Board to operate and manage its affairs in all respects in accordance with its obligations and to make and alter from time to time policies and procedures to be observed by the employees.

At least 30 days prior to the implementation of any new or amended policies or procedures, the Union Committee will be consulted and their concerns considered by the Board. All policies and procedures shall be subject to the terms of the Collective Agreement.

ARTICLE 7 - NEGOTIATING COMMITTEE AND COMMITTEE PERSONS

7:01 Committee Persons

The Board acknowledges the right of the Union to appoint or otherwise select a Committee consisting of one (1) Chairperson and one (1) Vice- Chairperson and up to seven (7) Committee Persons to assist employees in presenting their complaints or grievances to the Board or its representatives.

7:02 The Board shall grant reasonable time to Committee Persons for adjustment of complaints or grievances without loss of pay. Committee Persons shall notify the principal of the school, if applicable, and shall attempt to notify their Supervisor when leaving their job to adjust a grievance or complaint. If the Committee Person fails to reach their Supervisor, the employee will notify the Supervisor's Office. Committee Persons shall notify the Office of Supervisors upon their return to work.

7:03 Subject to the approval of the Senior Manager – Facilities Services, or the Superintendent of Human Resources (or designate), a Committee Person (or designate) who attends a Union approved function other than negotiations or grievances shall not suffer any loss of pay while attending the function unless such employee is replaced.

7:04 The Chairperson may, at their option, work a steady day shift, Monday to Friday. The Vice-Chairperson may, at their option, work a steady day shift, Monday to Friday in their workload, so long as this option results in the workload being maintained at a proper level and does not result in the creation of an additional position.

7:05 All Committee persons shall be the last employees to be laid off, regardless of seniority or classification.

7:06 **Negotiation Committee**

The Board agrees that the Union may appoint or otherwise select a Negotiating Committee composed of a Chairperson, a Vice-Chairperson and up to seven (7) Committee Persons.

Such employees will be compensated for any time lost during negotiations. In addition, the Committee shall also include bargaining unit representatives.

7:07 For purposes of negotiating the collective agreement, members of the Union negotiating committee shall be relieved of their duties for that day without loss of pay.

7:08 The Board will provide the Union with space suitable for use as an office in a mutually agreeable location. The facility will be equipped with a telephone, a desk, chairs, a file cabinet, a computer and Internet connection, provided surplus equipment is available. The Union will be billed monthly the costs of any applicable long distance telephone charges and will reimburse the Board for such charges within 30 days. The Union will be provided with access to a photocopier and a fax machine.

ARTICLE 8 – GRIEVANCE PROCEDURE

8:01 It is mutually agreed that complaints and grievances of employees shall be adjusted as quickly as possible. Any employee having a complaint shall first advise their immediate supervisor that they wish to see a committee person. The employee may then refer the matter to their committee person, who will discuss such matters with the immediate Supervisor(s).

Up to two (2) Union Officials may meet with the immediate Supervisor in an effort to reach a settlement. If a satisfactory settlement of the complaint is not reached within two (2) working days, then the complaint may be filed as a grievance under the following procedure:

STEP 1: Any employee or employees having a grievance shall sign a written grievance form and present the said grievance to a committee person who shall present it to the Senior Manager - Facilities Services (or designate) within five (5)

working days after the incident giving rise to the grievance became known to the employee. A meeting will be held with the Union within five (5) working days to discuss the grievance. The Senior Manager - Facilities Services (or designate) shall, within five (5) working days of the meeting, deliver their written decision to the grievor and a copy thereof to the Chairperson and to the Local Union office.

STEP 2: Failing settlement under Step 1, the grievance shall be presented to the Superintendent of Human Resources (or designate) and a meeting shall be held between the Senior Manager - Facilities Services (or designate), Superintendent of Human Resources (or designate) and the Union, including the President of the local bargaining agent or designate, within five (5) working days. A decision shall be rendered by the Superintendent of Human Resources (or designate) within five (5) working days of such meeting. The written decision will be provided to the grievor and a copy thereof to the Chairperson and to the Local Union office.

STEP 3: If a satisfactory settlement of the grievance is not reached under Step 2, the Union may, within ten (10) working days of receipt of the decision, request that the grievance be submitted to arbitration as hereafter provided.

8:02 In addition to submitting the grievance to arbitration, the Union may submit a request to present the grievance to the Trustees for possible resolution. A meeting shall be held between the Trustees and the Union within thirty (30) days of the request, if possible, to discuss the grievance.

8:03 The Board acknowledges the right of the Union to present any policy grievance the alleged circumstances of which are originated through the interpretation, application or administration of the Agreement including any question as to whether a matter is arbitrable. Such grievances shall start with Step 2 of the grievance procedure.

8:04 Time limits mentioned in the grievance procedure may be extended by mutual written consent of the parties.

8:05 Every meeting held after the filing of a grievance may be attended by the grievor (if requested by the Union), the President of the local bargaining agent or designate, and the Superintendent of Human Resources or designate. There shall be an equal number of attendees for both parties.

ARTICLE 9 - ARBITRATION

9:01 (a) Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable; either of the parties, after exhausting the grievance procedure, may notify the other party, in writing, of its desire to submit the difference or allegation to arbitration in accordance

with the arbitration provisions of the Labour Relations Act, R.S.O. 1998, and amendments thereto.

- (b) The referring party shall provide the other party or its representative the person it proposes to arbitrate the grievance, or its proposed Chairperson if the parties have agreed to a board of arbitration, within ten (10) working days of its notice to refer the matter to arbitration. If the parties have been unable to agree upon an arbitrator (or chairperson) within thirty (30) working days of the notice of intent to refer the matter to arbitration, either party may request the Minister of Labour to appoint an arbitrator (or Chairperson).
- 9:02 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify or in any way amend this Agreement or any term thereof.
- 9:03 Grievances referred to arbitration will be submitted to a single arbitrator unless the parties mutually agree that the grievance should be referred to a board of arbitration.
- 9:04 Each of the parties thereto shall pay the arbitrator's account in equal shares.
- 9:05 All such decisions of any arbitrator made pursuant to this Agreement shall be final and binding upon the employee or employees concerned and upon the parties hereto.
- 9:06 During any step of the above arbitration or grievance procedure, a full-time representative of the Union and a representative selected by the Board may be present.
- 9:07 By mutual agreement of both parties, given in writing, any matter which is to be submitted to Arbitration may be referred to a Board of Arbitration under the same rules and conditions as are applicable in this Article.
- 9:08 The grievor who attends an arbitration hearing shall be given the necessary time off to attend the hearing without loss of pay, unless the employee is on indefinite suspension or dismissal at the time of the hearing.

ARTICLE 10 - DISCHARGE AND SUSPENSION CASES/ACCESS TO PERSONNEL FILES

- 10:01 The Board shall not discharge or suspend any employee without just cause.
- 10:02 The Board shall direct a letter to the employee concerned and a copy thereof to the Chairperson and Vice Chairperson stating its reasons for any discharge or suspension without pay, prior to imposing such discipline. In all other disciplinary actions, written reasons shall be provided within ten (10) working days after the Board's decision to discipline.

10:03 Any claim of wrongful discharge or suspension may be submitted to the grievance and arbitration procedure (Step 2) within ten (10) working days from the date of discharge or suspension and dealt with as herein provided.

10:04 (a) No material pertinent to an employee's conduct or service, will be placed in the employee's personnel file before the employee has had an opportunity to review the material.

(b) The Employee will acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and their answer will be attached to the file copy.

10:05 Employees shall have access to their personnel file upon their request in writing. The employee's file will be examined in the presence of a person authorized by the Board. The employee, upon request, will be provided with a photocopy of any documents in the file except for the confidential letters of recommendation. These confidential letters of recommendation will remain in the file no longer than 24 months.

If requested by the employee, a Union representative may accompany any such employee while reviewing their personnel file.

The Board shall maintain only one (1) personnel file for each employee.

10:06 The Board shall remove any disciplinary record from an employee's file twenty-four (24) months from the date of that discipline.

ARTICLE 11 - SENIORITY

11:01 Seniority rights shall be established after a probationary period of eighty (80) working days as described in Article 4 of this Agreement.

11:02 (a) In the event of a reduction or lay-off in staff, the reduction and/or lay-off shall be according to seniority. In such instances, probationary shall be laid off first, part-time employees shall be laid off next and if more lay-offs are implemented, the last permanent employee on the seniority list shall be laid off first. In returning to work the last permanent employees laid off shall be recalled in accordance with their seniority. Subject to the rights of the "Board" under Article 2:03, no permanent employee will be replaced by another employee outside the bargaining unit or other persons outside the bargaining unit to perform such employee's work while any employee in the bargaining unit is on lay off.

(b) In the event of a school closure and when a school is not being re-built or re-

located, the custodian(s) at the closed school may elect to bump the lowest seniority employee with a workload within their classification in inverse order of seniority, or may elect to assume a supply custodian position. This procedure also applies when a custodian workload is dissolved due to room closures.

- (c) When new schools are built with the intention of replacing or amalgamating existing schools, effected custodians employed on the day shift at the existing school(s) shall bid on the new day workloads according to their seniority. Affected custodians employed on the afternoon shift (or midnight shift if it exists) shall bid on the new afternoon (or midnight) workloads according to their seniority.

Affected employee who have not attained a shift with their seniority may elect to bump the lowest seniority employee with a workload within their classification, or may elect to assume a supply custodian position.

11:03 The Board agrees to supply an up-to-date seniority list to the Union for their review before posting in January and June of each year. The list shall be posted and shall be final after 30 days of posting.

11:04 A seniority list shall be provided to the Committee Persons and to the local Bargaining Unit each January and shall contain the names of all employees within the bargaining unit and shall include date of hiring and classification of each employee, phone numbers and addresses.

11:05 Seniority and employment with the Board shall cease for any of the following reasons:

- (a) If the employee quits;
- (b) If the employee is discharged and not reinstated through the grievance procedure;
- (c) If the employee fails to return to work within five (5) consecutive working days after notification in writing by the Board to do so has been sent by registered mail to their address on record with the Board. It is the responsibility of all employees to keep the Board and the Union informed of their current address.
- (d) If the employee is not called to perform work for the Board for twelve (12) consecutive months, or the employee's length of seniority at the time of lay off, whichever is the greater, provided however that upon such employee's call back, no such employee shall accumulate more than twelve (12) months seniority during such period of absence.
- (e) If the employee without valid reason fails to return to work on the first

working day following the expiration of leave of absence.

- (f) If an employee engages in gainful employment while on a leave of absence except with the mutual consent of the Union and the Board.
 - (g) If the employee is absent from work for more than five (5) consecutive working days without the consent of the Board unless the employee provides notice to the Board with a justifiable reason for the absences.
- 11:06 (a) Inability to work because of illness shall not result in loss of seniority rights for a period of two (2) years. Custodial staff who are off sick for 2 years or more are moved to the supply custodian classification.
- (b) Inability to work because of an accident occurring while on duty and provided that such employee is receiving monetary benefits from the Workplace Safety Insurance Board for such injury, shall not result in loss of seniority rights for a period of two (2) years or the length of such employee's seniority to a maximum of five (5) years, which seniority shall be as of the commencement date of such injury, whichever is the greater.
- 11:07 It is agreed that a seniority list shall be maintained for each of the following job classifications:
- (a) Custodian
 - (b) Maintenance
 - (c) Painter
 - (d) Utility
 - (e) Courier
 - (f) Mason Helper/Utility
- 11:08 The Employer shall not lay off any employee within the Bargaining Unit who has been employed for three (3) months or more unless given:
- (a) one (1) weeks notice in writing to the person if their period of employment is less than one (1) year;
 - (b) two (2) weeks notice in writing to the person if their period of employment is one (1) year or more but less than three (3) years;
 - (c) three (3) weeks notice in writing to the person if their period of employment is three (3) years or more but less than four (4) years;
 - (d) four (4) weeks notice in writing to the person if their period of employment is four (4) years or more but less than five (5) years;
 - (e) five (5) weeks notice in writing to the person if their period of employment is five (5) years or more but less than six (6) years;

- (f) six (6) weeks notice in writing to the person if their period of employment is six (6) years or more but less than seven (7) years;
- (g) seven (7) weeks notice in writing to the person if their period of employment is seven (7) years or more but less than eight (8) years;
- (h) eight (8) weeks notice in writing to the person if their period of employment is eight (8) years or more.

ARTICLE 12 - LEAVE OF ABSENCE

12:01 The Senior Manager - Facilities Services or designate may grant to any employee, leave of absence without pay up to ten (10) working days, upon receiving a written request one (1) week prior to the intended commencement of such leave indicating the reason for such request.

Partial shift hours off may be granted without pay by the Supervisor upon receiving a request from the employee while on duty. Such request must be, in the opinion of the Supervisor, of an emergency nature and must not be for reasons that would normally be known to the employee prior to starting their shift.

For leaves of absence in excess of ten (10) working days, a written request must be made to the Superintendent of Human Resources or designate at least four (4) weeks in advance of the intended date of commencement of such leave and the Board will grant such leave to any employee for legitimate reasons for a period of up to sixty (60) days and their seniority shall continue to accumulate during such absence. Such leave may be extended by mutual agreement and any person who is absent with such permission shall not be considered laid off, and their seniority shall continue to accumulate during their absence

The requirement for written request as required above may be waived by the Superintendent of Human Resources or designate in the case of actual emergency.

Leaves of absence shall be granted upon request to employees for educational purposes and such leave shall not exceed six (6) months in any one year without mutual consent.

12:02 A copy of the decision of all leaves of absences, approved or otherwise, shall be supplied by the Board to the Union Chairperson.

12:03 Union business shall be considered good cause for leave of absence and an employee elected, selected or appointed to attend Union Conventions, Seminars or Education Classes or other Union business shall be granted leave

of absence.

Such leave of absence shall not be longer than a two (2) week period and will not be requested on more than four (4) occasions for not more than four (4) persons on each occasion in any one (1) calendar year and such request first must be submitted to the Board in writing. Seniority shall continue to accumulate during such absence. Such leave of absence shall be granted by the Board without pay.

12:04 Unless otherwise mutually agreed between the Board and the Union; during a leave of absence an employee shall not engage in gainful employment and if the employee does the employee will be dismissed immediately.
The Board and the Union shall not unreasonably deny such mutual agreement.

12:05 **Jury Duty**

An employee who is required to serve as juror or is required by subpoena to appear in court as a witness but not a party to the action, shall be granted leave of absence without loss of seniority for the period required by the court. Upon receipt of such notice to serve, the employee must immediately notify the Board. The employee shall pay to the Board the fees received for the time served and the Board will pay the employee's regular pay. An employee who is a party to an action shall be granted a leave of absence without pay for any court appearance.

12:06 An employee who is unavailable for work because they have been convicted of a minor offence and incarcerated for such offence shall be considered on vacation and then on leave of absence, if necessary, for the period of their incarceration provided the leave of absence does not exceed sixty (60) calendar days.

12:07 **Leave for Public Office**

- (a) Leave of Absence without pay and benefits, for elected Public Office or its equivalent shall be granted by the Director of Education or designate.
- (b) When an employee is on leave of absence under this article
 - i) They may make direct payments through the Employer to continue their benefits under Article 20:01 subject to the policy(ies), except that the employee will prepay the premium in full without contribution by the Employer.
 - ii) The employee may continue to make contributions to the OMERS Pension Plan provided the employee contributes both the employee's and the employer's share.

- (c) An employee on such leave shall accumulate seniority for the duration of the elected term of office.

12:08

Deferred Salary Leave Plan (Four Years over Five Plan)

- (a) Description - The plan affords an employee the opportunity of taking a one (1) year leave of absence and, through the deferral of salary, finance the leave.
- (b) Qualifications - Any employee having four (4) years seniority with the Board is eligible to participate.
- (c) Application -
 - i) An employee must make written application to the Director of Education requesting permission to participate in the plan.
 - ii) Written acceptance or denial of the request, with explanation, will be forwarded to the Employee within sixty (60) days of the original request.
 - iii) Approval of individual requests shall not be unreasonably denied.
- (d) Payment Formula and Leave - The payment of salary, fringe benefits and the timing of the one (1) year leave of absence shall be as follows:
 - i) In all five (5) years of the plan, an employee will be paid 80% of their proper salary and applicable allowances. The remaining 20% will be accumulated, and this amount plus interest earned shall be retained by the Board for the employee.
 - ii) The calculation of interest under the terms of this Plan shall be done monthly (not in advance) at the non-chequing savings account rate in effect, at the bank with which the Board deals, on the last Friday of each month.
 - iii) The employee will be responsible for arranging with the Board, the payment of premiums for employee benefits. Any benefits tied to salary level shall be structured according to the actual salary paid.
- (e) Terms of Reference
 - i) At the end of the leave the employee will return to their previous assignment.
 - ii) An employee participating in the Plan upon return to duty shall be eligible, for any increase in salary and benefits that would have been received had the one (1) year leave of absence not been taken.
 - iii) Sick leave credits will not accumulate during the year spent on leave.
 - iv) OMERS deductions are to be continued as provided by the OMERS regulations.
 - v) An employee may withdraw from the Plan any time not less than 30 days prior to the commencement of Leave. Upon withdrawal, any monies accumulated, plus interest owed, will be repaid within sixty

- (60) days of notification of desire to leave the Plan.
- vi) In the event that a suitable replacement cannot be hired, the Board may defer the year of the leave. In such an instance the employee may choose to remain in the Plan or receive repayment.
 - vii) Should an employee die while participating in the Plan any monies accumulated, plus interest accrued at the time of death, will be paid to the Employee's estate.
 - viii) An employee wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participating will be granted.

12:09

Armed Forces Leave

Employees who are conscripted to serve in Her Majesty's Permanent Armed Forces or enlist therein during hostility shall be considered as having leave of absence without pay and shall retain their seniority rights and will continue to accumulate seniority rights provided they are asserted within ninety (90) days following honourable discharge and provided such discharge is obtained by the employee as and when it is made available to the employee.

12:10

Union Leave

Any employee with seniority elected or appointed to Union office or selected for other Union activities by the National Union, the Ontario Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a leave of absence for a period of three (3) years without pay, benefits or loss of seniority, (seniority accumulates). The Board shall continue to provide health care benefits and pension contributions and the Local Union will reimburse the Board for full cost of contributions and payments. Such employee shall renew their leave of absence on the three-year anniversary date and extension privileges shall be provided.

12:11

Paid Education Leave

The Board agrees to pay into a special fund one cent (\$.01) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor, effective from date of ratification, and sent by the Board to the following address: Unifor Paid Education Leave Program, 205 Placer Court, North York, ON M2H 3H9.

The Board further agrees that members of the Bargaining Unit, selected by the Union to attend such courses, will be granted a leave of absence for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue

seniority and benefits during such leave.

ARTICLE 13 - JOB POSTINGS

13:01 In order to ensure that employees are given the opportunity of applying for transfers and promotions, the Board agrees to comply with the following procedures:

- (a) When a vacancy occurs in any position in the bargaining unit that the Board proposed to fill, the Board shall post notices electronically for all such vacancies or new jobs for five (5) working days.

Any employee who is absent from work for any authorized reason shall be entitled to have notices mailed to them upon request.

- (b)
 - i) Employees shall have the right to bid on such vacancies or new jobs and they shall be filled from applications received on the basis of seniority, provided qualifications, and ability to perform such work are satisfactory. If no applications are received from employees, the Board shall be free to advertise for such position.
 - ii) Employees shall be eligible to successfully post into three (3) positions per calendar year.
 - iii) A successful posting is one in which an employee posts on a job, is awarded the posting and accepts the posting.

(c) Employees transferred pursuant to paragraph 13:01 (b) shall have all seniority privileges transferred, with each such employee and each such employee transferred to:

- i) Custodians shall be on a trial basis at the new school, Board Office and Basilian Residence, for not more than ten (10) working days.
- ii) Any other positions within the competence of this Agreement shall be on a trial basis of not more than thirty (30) working days.

(d) **Temporary Vacancies**

Temporary vacancies shall be posted if such vacancies go beyond six (6) months, provided that the original employee holding such position shall be entitled to their previous job upon return. All vacancies in connection with this posting are also temporary. Where applicable, an afternoon employee working at the school will be allowed first opportunity to accept a temporary vacancy, on the day shift, for six (6) months from the day such vacancy occurs.

(e) In the event that any employee reverts back to their previous job, the employee shall maintain all rights and privileges of their previous employment, and the

next most senior applicant for the posted position shall automatically receive such position without re-posting.

- (f) The Board will hire full-time custodians to be designated as "Supply Custodians". These custodians will be used to replace custodians and utility only. Supply custodians will fill future custodians' vacancies in accordance with their seniority. Part time custodians will be allowed to apply for and will be considered for any future vacancies within the Supply Custodians' classification
- (g) Utility shall not be required to perform full custodian duties if a supply custodian is available on their shift.
- (h) In the event a custodian is absent, the employee shall be replaced in the following order of priority:
 - (i) Supply
 - (ii) Part-time to the limit of staff available,
 - (iii) Overtime shall be offered to all custodians in the affected family of schools in accordance with Article 21:02,
 - (iv) Utility
- (i) Copies of all job postings and a list of applicants and their seniority (date and rank) are to be provided by the Board to the Chairperson or Vice- Chairperson within five (5) days after the closing date of the posting.
- (j) The Board shall maintain a minimum of six (6) supply custodians and a maximum of twenty-seven (27) part-time custodians.
- (k) If a part-time Custodian is assigned to replace an absent Custodian, the part- time shall be assigned a maximum of two (2) loads in any one shift, with a minimum of four (4) hours per load.

ADDENDUM JOB POSTING

When vacancies or new jobs of a permanent nature are created within the Office, Clerical and Technical Bargaining Unit:

The posting procedure will be carried out according to the applicable clauses of the collective agreement.

The same time limits will apply for all employees.

If no qualified employees within the Office, Clerical and Technical bargaining unit apply for a posted position, then applications for the position from qualified employees within this bargaining unit will be considered as follows:

- (a) The successful candidate for a position within the other bargaining unit will carry seniority rights for the calculation of vacation and benefits, but seniority rights affecting job posting and layoff procedures will apply from

the date of entry into that bargaining unit.

- (b) The successful applicant for the position shall serve the trial\evaluation period of the position during which time the incumbent will be evaluated.
- (c) If the candidate reverts to their previous position they shall maintain all rights and privileges of their previous position plus any accumulated seniority during their trial\evaluation.
- (d) In the event the employee is laid off in the unit they have transferred into, the employee may bump into their original bargaining unit, provided the layoff occurs within five (5) years of the transfer.
- (e) The employees in this bargaining unit agree to recognize the seniority of employees transferred from the other bargaining unit in accordance with the terms of this clause and the comparable clauses in the other bargaining unit.

ARTICLE 14 - BEREAVEMENT / COMPASSIONATE LEAVE

14:01 Employees shall be entitled to the following Bereavement / compassionate leave of absence with pay:

- (a) In the event of the death of a spouse, child, (including child under legal guardianship), step child, parent, stepparent, mother, father, or sibling, five (5) working days shall be granted.
- (b) In the event of the death of a parent-in-law, daughter-in-law, son-in-law, grandparent or grandchild, three (3) working days shall be granted.
- (c) In the event of the death of an aunt, uncle, niece, nephew, brother-in-law or sister-in-law, one (1) working day shall be granted.
- (d) If an employee is requested to be a pallbearer, one (1) day will be granted on notification to Management. Such employee will be required to provide proof of such attendance when requested by Management.
- (e) When the death of such relatives occurs outside the North American Continent, the bereavement leave will extend for three (3) calendar days commencing from the date of receipt of the notification of the death. Such notification must be presented to the Board immediately upon receipt by the employee. Proof of death will be supplied to the Board within thirty (30) days of the relative's death. Working days shall mean days scheduled to work and shall not include Saturdays, Sundays, Vacation, Holidays, Sick Leave or Leave of Absence.
- (f) Where an employee is a proven Executor of the will in Canada, one (1) additional day after the funeral will be granted.

- (g) In the event of a death of any employee within the bargaining unit, the Chairperson or Vice Chairperson, or designated Union member will be granted four (4) hours off, without loss of pay, to attend the funeral provided the funeral is within the normal shift hours of the person attending the funeral.
- (h) If extra time is required, employees shall make prior application to the Employer for an extension of this allotment. Each request is to be considered on its merits.
- (i) Compassionate leave, with pay and without loss of sick leave credits, shall be granted by the Director of Education for the following reasons:
 - (1) critical illness of an immediate family member,
 - (2) OHIP covered surgery for a child or spouse.
- (j) The Director may grant leave, with pay and without loss of sick leave credits, on compassionate grounds for reasons other than those stated above. In all cases, the number of days shall be at the discretion of the Director.

ARTICLE 15 – PARENTAL LEAVE

15:01 **Paternity Leave**

A male employee shall be granted paternity leave with pay for a period of up to three (3) days for the birth or adoption of his child.

ARTICLE 16 – HOLIDAYS

16:01 The Board will grant to all employees who have completed their probationary period:

- (a) Pay for the following holidays or the day which may be observed as the effective paid holiday provided such employees have worked all of the last scheduled working day preceding the holiday and all of the next scheduled working day after such holiday.

However, if absence on the said days is due to illness, injury or with approval of the immediate supervisor, employees shall not be disqualified for payment as provided herein for up to twelve (12) consecutive months absence. In such cases the Board may require a doctor's certificate.

1. Family Day
2. Good Friday
3. Easter Monday
4. Victoria Day
5. Canada Day

6. Civic Holiday
7. Labour Day
8. Thanksgiving Day
9. Armistice Day - if observed by the schools
10. Heritage Day - if statutory holiday
11. Christmas and New Year's Holidays as observed by the schools

- (b) The Board agrees to pay one (1) personal leave day each year effective September 1, 2010. Personal Leave day requests shall be approved by the Senior Manager - Facilities Services or designate in the order in which they are received, but no more than five (5) personal days shall be granted on the same day.
- (c) The Board agrees to pay to any employee, who is absent from work and is receiving compensation benefits from the Workplace Safety and Insurance Board at the time a paid holiday occurs, that difference, between the compensation and the normal day's pay.
- (d) The Board agrees to pay any employee who is absent from work and is receiving sick benefits as contained in Article 20:03 of this Agreement, at the time a paid holiday occurs, that difference between payment under such plan and the normal day's pay.

16:02 It is understood and agreed that employees who are laid off but maintain seniority or employees who are suspended, provided such suspension is not reversed by award pursuant to Article 9:04 hereof, shall not be entitled to the benefit of paid holidays.

16:03 An employee who is required to work on any of the above mentioned holidays shall be paid at the rate of double the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular holiday pay.

16:04 For the purpose of computing overtime, any week in which a paid holiday falls, the normal hours of work for such week shall be deemed to be reduced by eight (8) providing the holiday falls within the work week.

16:05 When any of the paid holidays listed fall on a Saturday or a Sunday and should any other day not be observed as the effective paid holiday, employees will receive an additional day's pay of eight (8) hours.

16:06 When a paid holiday or the day which may be observed as the effective paid holiday falls within the vacation period of an employee, such paid holiday shall not be counted as vacation but such vacation shall be extended by one (1) day.

ARTICLE 17 - VACATIONS

17:01 Vacations with pay shall be given to all employees in accordance with the following:

- (a) Each employee who has less than twelve (12) months seniority as of June 30th in any year shall be entitled to and shall receive one (1) day's vacation for each month of seniority to a maximum of two (2) weeks pay.
- (b) Each employee who has twelve (12) months service or more seniority as of June 30th of each year shall be entitled to and shall receive two (2) weeks' vacation with pay.
- (c) Each employee who has four (4) years service or more seniority as of June 30th of each year shall be entitled to and shall receive three (3) weeks' vacation with pay.
- (d) Each employee who has six (6) years service or more seniority as of June 30th of each year shall be entitled to and shall receive vacation with pay as follows:
 - 6 years seniority - 3 weeks plus 1 day
 - 7 years seniority - 3 weeks plus 2 days
 - 8 years seniority - 3 weeks plus 3 days
 - 9 years seniority - 3 weeks plus 4 days
 - 10 years seniority - 4 weeks
- (e) Each employee who has eleven (11) years service or more seniority as of June 30th of each year shall be entitled to and shall receive vacation with pay as follows:
 - 11 years seniority - 4 weeks plus 1 day
 - 12 years seniority - 4 weeks plus 2 days
 - 13 years seniority - 4 weeks plus 3 days
 - 14 years seniority - 4 weeks plus 4 days
 - 15 years seniority and more - 5 weeks
 - 21 years seniority - 5 weeks plus 1 day
 - 22 years seniority - 5 weeks plus 2 days
 - 23 years seniority - 5 weeks plus 3 days
 - 24 years seniority - 5 weeks plus 4 days
 - 25 years seniority - 6 weeks

Any part of the six weeks' vacation must be taken during the March Break and clause (f) will apply.

- (f) Any employee shall be entitled to take one (1) week of their vacation entitlement during the March Break providing the employee delivers to their Supervisor, a signed consent by another employee on a prescribed form, on or before the 15th day of the month preceding the month of such Break, whereby such employee agrees to be responsible for and shall check such

absent employee's school, during the employee's normal working hours during such Break, in accordance with the direction of the Supervisor.

- (g) Any employee who is absent for twelve (12) consecutive months shall thereafter, until their return to employment with the Board for two (2) consecutive months, be entitled to and shall receive a pro-rated share of their vacation entitlement in accordance with the provisions of this Article, based on the number of regularly scheduled days worked by such employee in the immediate preceding entitlement year. Provided, however, that if such employee completes a minimum of six (6) months' employment, in that entitlement year, the employee shall re-qualify for their full vacation entitlement.

17:02 The vacation period of all employees shall be during the month of July and the first three weeks of August in each year subject to the following:

- (a) Custodians, except custodians at the Catholic Education Centre, may apply to the Board on a seniority rotational basis for a vacation period at a time of the year other than specified in this article provided the employees make application to the Board on the prescribed form not later than the fifteenth (15th) of September of the previous year.

Such revised vacation period will be limited to thirty (30) employees of the foregoing group or a total of eighty (80) weeks, whichever is greater, with a maximum of six (6) employees off work at any one time. Such vacation must be taken within the following calendar year.

- (b) (i) Employees from each of the classifications comprised of painters, maintenance, courier, utility and custodians in the Catholic Education Centre may apply to the Board on a seniority rotational basis for a vacation period at a time of the year other than specified in this article, provided the employees make application to the Board on the prescribed form not later than the fifteenth (15th) of September of the previous year. Such revised vacation period will be limited to fifty percent (50%) (rounded up) of the employees of each classification at any one time, and must be taken the following calendar year.

(ii) During the last five working days prior to Labour Day, no more than 25% of the Utility staff set out in 17:02 (b) (i) shall be entitled to vacation days.

(iii) Committee members are to be exempted from the restrictions contained herein.

- (c) In the event that an employee under (a) above takes their vacation and ceases employment through termination, or discharge prior to June 30th of the entitlement year, the Board shall be reimbursed by such employee, a dollar amount equal to the value difference between the number of such

vacation days taken and the entitlement that would be due as of June 30th of the vacation year.

17:03 Vacation pay shall be subject to all normal deductions made from an employee's pay and shall be paid before the start of each employee's vacation.

17:04 In the event an employee is absent due to illness or injury after their request for vacation has been filed with the Board and if such absence from illness or injury extends into the employee's vacation, then such employee shall be obligated to change their vacation period and advise the Board in writing on or before the commencement of the originally designated vacation period.

The revised vacation period shall commence within one (1) calendar week following their return to work from the referred to illness or injury.

17:05 Employees employed in the former Essex Board who fall within three (3) to eleven (11) years of seniority shall have their vacation entitlement grandfathered.

ARTICLE 18 - STRIKES AND LOCKOUTS

18:01 The Union agrees that during the term of this Agreement there shall be no strikes, suspension or slow down of work, picketing or other interference with the operation of the Board's business and to this end the Union will take affirmative action to prevent any employee from engaging in any such activity. The Board agrees that there shall be no lockout of the employees.

ARTICLE 19 – GRADUATED RETURN TO WORK

19:01 Where an employee is not receiving benefits from another source and is working less than their 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 claim, and is working less than their regular hours, WSIB will be used to top up the employee's wages, as approved and if applicable.

Where an employee returns on a bona fide graduated return to work from an illness which commenced in the previous fiscal year and works at least eleven (11) consecutive days,

- and is not receiving benefits from another source;

- and is working less than their 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 their 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. 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.

19:02 An employee may be required to produce a certificate from a medical practitioner for any illness, certifying that they were unable to carry out their duties due to illness. Such medical certificate shall not be unreasonably requested. The Board shall be responsible for any cost incurred for obtaining such medical note.

ARTICLE 20 – HOURS OF WORK, OVERTIME AND WORKING CONDITIONS

20:01 The standard work week for the following employees shall consist of five (5) eight (8) hour shifts from Monday through Friday as follows:

- (a) **Maintenance Employees** - 7:00 a.m. to 3:30 p.m. with a half (½) hour for lunch without pay to be designated by the Board. 3:00 p.m. to 11:00 p.m. with a half (½) hour for lunch with pay to be designated by the Board. Flexible hours available on mutual consent.
- (b) **Utility** - 7:00 a.m. to 3:30 p.m. with a half (½) hour for lunch without pay to be designated by the Board. 3:00 p.m. to 11:00 p.m. with a half (½) hour for lunch with pay to be designated by the Board. Utility replacing the Courier for more than one (1) day shall go on the schedule of the Courier.

- (c) **Painters** - 7:00 a.m. to 3:30 p.m. on the day shift with a half ($\frac{1}{2}$) hour for lunch without pay to be designated by the Board. 3:00 p.m. to 11:00 p.m. with a half ($\frac{1}{2}$) hour for lunch with pay to be designated by the Board.
- (d) **Courier** – 7:00 a.m. to 3:30 p.m. with a half ($\frac{1}{2}$) hour for lunch without pay to be designated by the Board. During the summer months when Courier

work is not available, the Courier shall do Utility duties as assigned as per the letter of agreement dated January 7, 2009.

- (e) **Custodians:**
When School is In:

A day shift custodian may request flex hours for the coming school year by making a request in writing to the school principal prior to the start of each school year. If agreed by the principal, the flex hours shall be the custodian's hours of work for that school year. Flex hours shall be based on the following:

- Normal hours of work for the day shift are 7:00 a.m. to 4:00 p.m.
- Eight (8) hour work day plus one-hour unpaid lunch.

Flex hours will be permitted for the day shift between the hours of 6:00 a.m. and 4:00 p.m. and will be approved if the operation of the school requires this shift.

Flex hours are to be chosen by day shift custodians when they receive their custodial hours form and they may elect to take a thirty (30) minute unpaid lunch break instead of a one (1) hour unpaid lunch break, which election shall be in effect for the full school year. The hours of work for afternoon shift employees working at one (1) school shall be from 3:00 p.m. to 11:00 p.m. with a half ($\frac{1}{2}$) hour lunch with pay to be designated by the Board.

- i) The hours of work for afternoon shift employees working at more than one (1) school shall be from 3:00 p.m. to 11:00 p.m. with a half ($\frac{1}{2}$) hour for lunch with pay. In this case the Board will designate one and one-half ($1\frac{1}{2}$) hours within which the half ($\frac{1}{2}$) hour lunch period can be taken.
- ii) The midnight shift hours of work shall be 11:00 p.m. to 7:00 a.m. with a half ($\frac{1}{2}$) hour with pay for lunch to be designated by the Board. The hour on the Monday midnight shift starting at 11:00 p.m. Sunday shall be on regular pay.

Employees working on the afternoon shift at the Catholic Education Centre/Board Office will work a shift from 3:00 p.m. to 11:00 p.m. with a half ($\frac{1}{2}$) hour lunch with pay to be designated by the Board.

Catholic Education Centre/Board Office – The hours of work will be 3:00

p.m. to 11:00 p.m. for the afternoon shift except Fridays where the hours will be 12:00 p.m. to 8:00 p.m.

(g) **Custodians:**

When School is Out:

The hours of work for day shift employees shall be from 7:00 a.m. to 3:30 p.m. with a half ($\frac{1}{2}$) hour for lunch without pay to be designated by the Board. If the day shift employee has elected to work flex hours, the hours of work will remain the same.

The hours of work for afternoon employees shall be from 7:00 a.m. to 3:30 p.m. with a half ($\frac{1}{2}$) hour for lunch without pay to be designated by the Board, with the exception of employees working a shift at the Catholic Education Centre/Board Office.

- (g) On P.D. Days all employees are to stay on their regular shift.
- (h) Afternoon Shift Elementary School Custodians: Afternoon shift custodians in the elementary schools shall work from 12:00 p.m. to 8:00 p.m. on Friday afternoons.
- (i) The Secondary School Custodians will work the Friday afternoon shift on a 12:00 p.m. to 8:00 p.m. basis. A minimum of two (2) custodians will be required to work every Friday from 3:00 p.m. to 11:00 p.m. on a rotating basis provided an event is scheduled.
- (j) Summer Hours
- (i) Summer Hours will be based upon four (4) ten (10) hour days.
 - (ii) Employees will have the option of working five eight hour days or four ten hour days during the months of July and August each year. During the last five (5) working days prior to Labour Day, in order to provide coverage at all school sites, at least one (1) custodian will be required to stagger their day off (Monday or Friday) on a seniority bases at each school site.
 - (iii) Once the Summer Hours schedule is posted, there will be no changes by employees except by mutual agreement of the parties.

- 20:02 (a) Overtime shall be equitably distributed on a rotational basis according to seniority among the employees normally performing the work for which overtime is being paid.
- Overtime will be offered on a rotational basis within the Family of Schools described in Schedule "A"

All overtime hours worked or refused at time and one half will be charged 1.5 hours to the employees total overtime hours and 2 hours for Sundays and Holidays.

- (b) i) If the required overtime cannot be covered from within the Family of Schools, the overtime shall be offered to custodians outside the Family of Schools in accordance with Article 21:02 (a).
- ii) A custodian will be deemed to belong to the Family of Schools in which the majority of their workload is located.
- iii) Supply Custodians shall select a Family of Schools for overtime purposes. No more than three (3) Supply custodians will be in a family of schools.
- (c) The Board shall pay time and one half the regular rate of pay for all authorized overtime in excess of the normal working hours as herein stated.
- (d) Double time will be paid for any authorized work performed on Sundays.
- (e) The Board will pay overtime rate in accordance with Article 21:02 for authorized hours of work in excess of eight (8) hours within a period of twenty-four (24) consecutive hours except when such time is worked as a result of general shift changes or as a result of requested shift change by the employee.
- (f) i) The amount of overtime hours to be charged to a new employee, upon obtaining seniority, or employees entering into a new classification, shall be equivalent to the average number of hours which are charged, at that time, to an employee within the same classification.
- ii) If a Custodian changes into a new family of schools, the employee shall be charged the average number of hours, in their new family of schools.
- (g) An overtime list will be provided to the Chairperson and Vice Chairperson every three (3) months.
- (h) Employees may opt to sign an overtime waiver, which would remain in effect unless revoked in writing by the employee.

20:03 If an employee is authorized to perform work of a higher rated employee for a period in excess of four (4) hours in a calendar week such employee shall be paid at the rate of such higher rated employee for all hours so worked.

20:04 In the event an employee is required to return to perform work at a school, other than where an employee has failed to perform their normal function e.g. failing to close windows, lock doors or properly secure building, such employee shall be guaranteed a minimum of two (2) hours pay at time and one-half their regular rate of pay.

20:05 In schools where Heritage language programs are offered, custodians in that family of schools will be offered overtime on a rotational basis. Hours worked will be based on the number of rooms used and will be charged to the Custodians total overtime hours.

20:06 Employees who commence work at or after 3:00 p.m. shall receive a premium of 2% of the hourly rate of pay per hour for all hours so worked. Employees who commence work at or after 11:00 p.m. shall receive a premium of 2% of the hourly rate per hour for all hours worked.

20:07 The custodian work load shall be as follows:

- (a) A custodian on day shift in secondary schools will be assigned thirteen (13) recognized classrooms and auxiliary areas.
- (b) A custodian on afternoon or midnight shift in secondary schools will be assigned fourteen and a half (14.5) recognized classrooms and auxiliary areas.
- (c) A custodian who is assigned duties at three (3) schools, where the majority of their workload is at an elementary school, will be assigned eleven (11) recognized classroom and auxiliary areas.
- (d) A custodian who is assigned duties at three (3) schools, where the majority of their workload is at a secondary school, will be assigned thirteen (13) recognized classrooms and auxiliary areas.
- (e) All other custodians shall be assigned twelve (12) recognized classrooms and auxiliary areas.
- (f) In the future, in the event that any existing classroom, through alterations or renovations is converted to an auxiliary area, for the purpose of computing the aforementioned workloads such area will be considered a classroom and not an auxiliary area.

In like manner, in the event that any auxiliary areas in the future through alterations or renovations, are converted to a classroom, for the purposes of computing the aforementioned workloads, such areas will not be considered a classroom but will remain auxiliary areas.

It is further agreed that all former duties of custodians shall continue except that no custodian shall be required to cut grass or trim shrubbery (rake leaves or yard maintenance).

- (g) Recognized classrooms will be the classrooms and/or classroom equivalents agreed to by the parties as set out in the school map book.
- (h) The Board agrees to include Day Cares and Latch Keys in the custodian workloads, where the work is actually performed by custodians
- (i) Custodians will clean shared areas, not on their assigned workloads, on a cursory-cleaning basis. Shared areas include:

- main floor corridors
- stairwells
- entrances and foyers
- high traffic washrooms

(j) Cursory cleaning is intended to cover tasks related to maintaining the area in a neat and orderly fashion (e.g. secure area, spot removal of litter and waste and spills, empty garbage receptacles and replenish dispensers).

20:08 Custodians on the afternoon shift will be allowed to deduct without loss of pay from their regular afternoon shift on the day of the attendance as a result of subpoena for a break-in at their school, the hours of attendance pursuant to the subpoena and all monies received as witness fees are to be delivered to the Board forthwith.

20:09 Except in an emergency and with notice to the Principal of the school, custodians shall not leave the school without notice and permission of the Management Personnel.

20:10 (a) The Board will designate custodians to be Custodian Trainers as it requires; in doing so the Board will consider recommendations from the Union Committee;

(b) Four custodians will be selected annually by the Board to be trainers for each school year;

(c) Custodian Trainers who are called upon to train any new employee shall, in consideration of their services, be entitled to one (1) day in lieu to be taken during the March Break or on a workday during the summer break when replacement coverage is not required;

(d) Training support will be provided for this position and shall be for two weeks at twenty-four (24) hours each week on both the afternoon and day shifts.

SCHEDULE "A" - FAMILY OF SCHOOLS

TO AGREEMENT

Between

WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD

And

Unifor LOCAL 2458 CUSTODIANS AND MAINTENANCE BARGAINING UNIT

AREAS TO BE DEFINED AS A FAMILY OF SCHOOLS ACCORDINGLY

Catholic Central	Cardinal Carter	St. Anne	Brennan	Villanova	Assumption	St. Joseph
St. Christopher	St. Louis	St. Pius	St. John Vianney	Sacred Heart	Holy Names Secondary	St. Teresa of Calcutta
St. Angela	Cardinal Carter Middle School	St. Andre FR	St. Rose	St. Joseph	CEC	W.J Langlois
OLPH	St. John de Brebeuf	St. Peter	St. Anne (Fr Immer)	St. Mary	St. Gabriel	H.J Lassaline
ICS	OLOA	St. William	Corpus Christi Middle School	Stella Maris	Christ the King	L.A Desmarais
St. Michael's Adult Ed	St. Anthony	St. John the Baptist		Holy Cross	Notre Dame	
		St. John the Evangelist		OLMC	St. James	
		Old St. Anne's		Holy Name Essex	Assumption Middle School	

ARTICLE 21 - UNIFORMS

21:01 The Board shall provide clothing to all employees annually by the second week of September as follows:

- (a) Each employee shall choose from the list below, clothing that is based on a point system and each employee shall be entitled to:

Part-Time Custodians	10 Points
Custodians	30 Points
Courier and Painters	45 Points
Maintenance & Utility	55 Points

Points	Clothing
20	3 in 1 coat (Viking Tempest II)
16	Lined winter coveralls
15	Winter Parkas (4 choices)
10	Spring Jacket - Hammill
10	Raincoat - Viking Torrent
10	Vest - Lamb's Wool
9	Vest - Canadian Sportswear
7	Coveralls - Regular
6	Vest - Touch Duck
6	Cargo Pants - Dickie
5	Striped Shirts
5	Sweatshirt
5	Pant - Reg. Workpants
4	Golf Shirt
4	T-Shirt
2	Gloves - insulated - Tough Duck
1	Touque

The colour and quality of the above options shall be determined by mutual agreement between the parties. These uniforms shall be worn by the employees during all hours of work.

- (b) Working gloves for Utility, Painters and Maintenance employees by the second week of September in each year.
- (c) One (1) white smock for painters by the second week in September in each year.
- (d) C.S.A. approved high quality safety shoes or boots annually to Maintenance, Utility, Courier, Painters and CEC Custodians. Allowance is not to exceed \$200.00 per year.

ARTICLE 22 - WAGES

22:01

	Sept 1/22	Sept 1/23	Sept 1/24	Sept 1/25
*Supply Custodians	\$27.26	\$28.26	\$29.26	\$30.26
Custodians	\$27.26	\$28.26	\$29.26	\$30.26
Courier	\$28.05	\$29.05	\$30.05	\$31.05
Utility	\$28.23	\$29.23	\$30.23	\$31.23
Mason Helper/Utility	\$28.69	\$29.69	\$30.69	\$31.69
Painter	\$28.47	\$29.47	\$30.47	\$31.47
Maintenance Person	\$29.18	\$30.18	\$31.18	\$32.18
**Maintenance Person (Licensed)	\$36.31	\$37.31	\$38.31	\$39.31

*Supply Custodians shall be paid at the rate of the custodians less \$1.00 per hour plus benefits. At the end of their eighty (80) day probationary period, they shall be paid the full custodian rate.

**Maintenance Person (Licensed) must be licensed with trade certificate and performing skilled trade duties. Recognized trades are Carpenter, Plumber, Electrician, Painter, Mason and Millwright.

- (b) It is agreed that from each employee's wages shall be deducted three dollars (\$3.00) each month which total deduction shall be remitted monthly to the "Union" to be used for the purpose of assisting retired employees of the bargaining unit in such manner as the committee persons shall designate. The Board will match the Union's \$3.00 per employee for the retiree aid fund.

22:02 The Board agrees that wages shall be paid by direct deposit to the employees by Friday and the pay statements shall be available through the Board's Employee Portal System. An employee can request a paper copy of their pay statement through the Board payroll department.

22:03 The Board agrees to pay Custodians, Painters and Utility who work at more than one school in any one day, a travelling allowance as follows:

- (a) Where travel is under two (2) kilometers and schools more than one block apart - two dollars (\$2.00).
- (b) Where travel is over two (2) kilometers - two dollars and fifty cents (\$2.50) plus mileage per Board policy for additional kilometers.

- (c) The Board shall establish mileage.
- (d) The deemed departure point will be St. Peter Elementary School and if a supply custodian or painter is required to drive their own vehicle more than ten kilometers from that point to their assignment the employee shall be paid mileage for the distance traveled from that point. (St. Peter Elementary School)

22:04 The Board agrees to pay a long service pay on the following basis:

After five (5) years continuous service on or before December 1st of each year payable at seventy dollars (\$70.00) every year on the pay day closest to the fifteenth of December.

After ten (10) years continuous service on or before December 1st of each year payable at one hundred and thirty dollars (\$130.00) every year on the pay day closest to the fifteenth of December.

After fifteen (15) years continuous service on or before December 1st of each year payable at one hundred and ninety dollars (\$190.00) every year on the pay day closest to the fifteenth of December.

After twenty (20) years continuous service on or before December 1st of each year payable at two hundred and fifty (\$250.00) every year on the pay day closest to the fifteenth of December.

After twenty-five (25) years continuous service on or before December 1st of each year payable at three hundred and ten dollars (\$310.00) every year on the pay day closest to the fifteenth of December.

22:05 **Cost of Living Allowance**

The Board agrees to pay a cost of living allowance based on the formula set out below:

All employees within the bargaining unit shall be paid a cost of living allowance based on the formula as set out below.

The cost of living allowance will be determined in accordance with changes in the Consumer Price Index, published by Statistics Canada (1981=100) and hereinafter referred to as the Consumer Price Index.

The cost of living rate adjustment shall be one cent per hour for each .25-point upward change in the Consumer Price Index using the amount of the index at December 31, 1989 plus 3% (December 31, 1990 plus 3%, December 31, 1991 plus 3%) as a base for measurement with a cap of 7.5% in each year.

The first (1st) cost of living adjustment shall be based on the Consumer Price Index of March and every third month thereafter compared to the base Consumer Price Index for December plus 3.0%. In January of each year of the contract, the C.P.I. base shall be updated to the previous December.

The amount of hourly cost of living adjustment at December 31 of each year of the contract shall continue to be paid without further increase until the C.P.I. of the subsequent year exceeds 3.0%.

Payment dates will be on or before the end of April, July, October and January.

This entitlement shall be limited to employees who were formerly employed by the Windsor Roman Catholic Separate School Board and who have not enrolled in the RRSP Plan.

ARTICLE 23 - GENERAL

23:01 Financial Assistance

The Board agrees to provide financial assistance to employees who enroll in approved programs to acquire their license in a recognized trade.

ARTICLE 24 - DURATION AND TERMINATION

24:01 This agreement shall become effective September 1st, 2022 and shall continue in effect until August 31, 2026 and shall continue automatically thereafter for annual terms of one (1) year unless either party notifies the other in writing within a period of three (3) months immediately prior to the annual expiration date that it desires to amend or revise this Agreement at its expiration date. Such notice shall, as far as possible, list the subject matter of the proposed amendments, or revisions but the parties shall have the right to alter the said list before and during negotiations.

24:02 If pursuant to such negotiations, an agreement is not reached on renewal or amendments of this Agreement or the making of an agreement prior to August 31, 2026, the parties agree to continue this Agreement in operation until a new agreement is signed between the parties or while such bargaining continues. Bargaining shall be deemed to be continuing until:

- (a) Either party has notified the other in writing that it considers

bargaining to be at an end, and the occurrences of one (1) of the following:

- i Seven (7) days have elapsed after a conciliation board has reported to the Ministry of Labour, or
- ii The Ministry of Labour for Ontario has informed the parties that they do not deem it advisable to appoint a conciliation board.

ARTICLE 25 - HEALTH & SAFETY

25:01 (a) The Board recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act R.S.O. 1990, and its accompanying regulations as minimum acceptable standards pertaining to:

- i Joint Health and Safety Committee (s.9 of OHSA)
- ii Employer Duties (S.25 OHSA)
- iii Disclosure of Information (ss.26 (1) (c) (d) (e) (f))
- iv Right to Accompany Inspectors [ss.54 (3)]
- v Right to Refuse Unsafe Work (s.43)

(b) It is agreed that the Minister's order issued on December 8, 2000, by the Ministry of Labour with respect to the Terms of Reference for multi-workplace Joint Health and Safety Committee shall remain in effect for the life of this agreement.

It is understood that these terms of reference satisfy the standards identified in s.9 of the Occupational Health and Safety Act R.S.O. (1990).

- (c) The Board agrees to make all reasonable provisions for the health and safety of all employees during working hours.
- (d) The Union shall select a Health and Safety Representative to be a member of the Board's Joint Health and Safety Committee made up of representatives from employee groups.
- (e) The Employer shall recognize and deal with the Joint Health and Safety Committee on matters relating to the Occupational Health and Safety Act.

25:02 Education and Training

No employee shall be required or allowed to work on any job or

operate any piece of equipment until they have received proper education, training and instruction.

25:03 **National Day of Mourning**

Each year on April 28 at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

25:04 A Union Health & Safety Representative shall be provided access to the workplace for inspecting or investigating the workplace should a serious injury or fatality occur to a bargaining unit member.

The following Letters of Intent form a part of this Collective Agreement.

LETTERS OF INTENT

CONTRACTING OUT

There shall be no contracting out of bargaining unit work to the extent that any bargaining unit employee or employees will be laid off or suffer a reduction of normal hours of work or loss of seniority or any other benefit as a result of such contracting out.

NO LAY – OFF

All employees employed within the Bargaining Unit as of January 1, 1998 will not be laid off and will be employed for their normal number of hours per year considering vacations, holidays and sickness.

Reassignment within the bargaining unit does not constitute a layoff

ADDITIONAL LETTER OF INTENT

- (a) The Board agrees that no employee will be laid off to circumvent the terms of this agreement.
- (b) When a school is used during the summer vacation period for educational purposes approved by the Board and the custodian is absent on leave or vacation from the school, the custodian will be provided with additional help during their absence.

HOURS OF WORK

- (a) All custodians from the former County Board, when working in a county elementary school, will be entitled to flexible hours, provided that the school will be clean and ready for commencement of classes each morning. All custodians shall be in their schools from 7:00 a.m. until at least 9:00 a.m. and 2:00 p.m. until 4:00 p.m.

Each custodian shall present the Principal with a schedule of their chosen work hours for the balance of their shift for the school year. Changes may be made on mutual agreement of the custodian and the Principal.

These provisions are subject to sub Article (b) below:

- (b) In each county school in which there is a custodian with open hours and no custodian with a closed day shift, the custodians with open hours shall be offered the opportunity to work a closed day shift in that school. In the event that no custodian chooses a closed day shift, they shall adjust their hours to ensure there is a custodian on duty in the school throughout the school day (with a maximum one hour gap). This will be implemented for September 1, 2003.

In the event the custodian's supervisor is of the opinion that a custodian is not capable of working under the open hours system, the Senior Manager - Facilities Services will consult the Committee Chairperson and a representative for Unifor Local 2458, and the employee in order to establish a fixed schedule of working hours. Such a schedule shall be subject to review within a three (3) month period.

The Union will be notified and a meeting will be held between the parties to discuss any proposed changes to the hours of work prior to any implementation.

NEW LETTER OF INTENT

Where a vacancy is wholly within the jurisdiction of the French Language Section of the Board, the Board shall have the right to post as a qualification for such a position that the applicant be bilingual; notwithstanding the foregoing, no person who is not bilingual who currently holds a position in a school which is under the jurisdiction of the French Language Section of the Board shall be removed or transferred from such position without their consent. Any applicant who would be entitled to a vacancy by reason of seniority shall be given a reasonable opportunity to learn to speak French at the Board's expense. The bilingual qualification as contained herein will only be applicable to day shift custodian positions.

LETTER OF UNDERSTANDING – Custodial Workload Committee

The Board and the Union agree to the following:

- (a) The Board and Union will establish a joint custodial workload committee consisting of the following membership:
 - Four custodians consisting of representation from both the elementary and secondary schools as well as the day and afternoon shifts (union will select).
 - Union Committee Chairperson and Vice-Chairperson
 - Six management members (management will select).

- (b) The committee will jointly develop, implement and maintain the following custodial workload guidelines:
 - Standard Operating Procedures (SOP's)
 - Updated Custodian Handbook
 - Establish custodian workloads in new or additional facilities
 - Consider the implementation of a night shift in secondary schools
 - Define areas of shared responsibility in each school

- (c) The Board will train on CAD one bargaining unit member selected by the bargaining unit.

- (d) The committee shall make decisions on the basis of consensus.

- (e) Workload Maps:
The Workload Maps will be posted in a conspicuous location in each school/worksite and electronically in the FS Folder. Part-time custodians will be provided with copies of custodial Workload maps for the system.

- (f) The Board will seek recommendations from the Union with respect to prospective product and equipment purchases at its annual Workload Committee Meeting.

NEW LETTER OF UNDERSTANDING - Funding Daycare/Latchkey

In the event that the government of Ontario (Ministry of Education) amends the grant formula to provide funds to School Boards specifically directed to cover the operating costs of independently operated day care and/or latch key operations located in the board's schools, including funds to cover maintenance and custodial services, the Board will meet with the Union and its Local Committee to consider having such custodial services provided by bargaining unit members under the collective agreement.

LETTER OF UNDERSTANDING – Modified Work/Accommodation

Between

WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD
(Employer)

and

Unifor Local 2458
(Union)

RE: Modified Work/Accommodation

The Union and the Board agree as follows:

- .1 The Board agrees to make every reasonable effort to provide suitable modified duties or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability.
- .2 Cases of this nature will be reviewed on an individual basis by the Board and the Union, taking into consideration the needs of the business and necessity to provide work assignments which will make a positive productive contribution to the Board's operation. By mutual agreement between the parties, provisions of this agreement may be amended or waived by letter of understanding to meet the needs of the disabled employee concerned and to modify the duties of a particular position.
- .3 Modified or alternate duties encompass any job, task, function or combination of tasks or functions that an employee who suffers from diminished capacity, temporarily or permanently, may perform.
- .4 In consideration of accommodating a disabled employee, the following shall apply in order listed below:

FIRST, the disabled employee's present position shall be considered for modification;
SECOND, positions within the disabled employee's classification shall be considered;
THIRD, positions within the bargaining unit shall be considered; and
FOURTH, positions outside the bargaining unit shall be considered.
- .5 Any alterations in seniority shall only be considered as a final resort after all other avenues have been duly considered by both parties.

- .6 It shall be the responsibility of the Board and the duly authorized representative of the Union, or their designates, to jointly investigate and find means to accommodate disabled employees.

APPENDIX "A" - Part-Time Custodians

Part-Time Custodians (Those working 32 hours per week and less)

Both parties agree that students can be employed to perform ground maintenance work and such students shall not be covered by this Agreement.

Seniority part-time employees will be covered by the following provisions of the within Collective Agreement only: Articles 1, 2, 3, 5, 6, 8, 9, 10, 17, 23 and 24 and in Article 11 only sub-article 11:02.

Such Employees will also be covered by the following provisions:

- (a) Probationary Period: A new hired part-time employee shall not be covered under this agreement until the employee has been so employed by the Board for an aggregate probationary period of 600 hours or 9 months with a minimum of 250 hours, whichever comes first, provided that in the latter case the employee has performed work for the Board during each of those nine (9) months, after which time seniority rights shall be established and the employee shall receive all the benefits and obligations of an employee under this agreement.
- (b) Negotiating Committee & Committee Persons: Part-time employees will be entitled to two (2) Committee Persons, who will be selected from amongst the part-time employees, to be a part of the negotiating committee to represent part-time employees.
- (c) Seniority rights of part-time employees will be established after completion of the probationary period as set out in item (a) above. Part-time seniority lists will be provided twice a year.
- (d) Leave of Absence: part-time employees can apply for and may be granted leave of absence for legitimate personal reasons.
- (e) Job Posting: Whenever a vacancy occurs in the full-time unit, part-time employees within this bargaining unit shall be given an opportunity to apply for full-time positions by the quota system:

The quota system being a minimum of two (2) out of three (3) full-time positions are to be filled from part-time employees provided they have completed their probationary period. Seniority shall apply in selecting from the part-time employees.

(f) **Holidays:** The following public holidays will be recognized for part-time employees and will be paid in accordance with the provision of the Employment Standards Act (Ontario).

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

(g) Vacations: will be as follows for part-time employees:

Vacation pay shall be given to all employees at the time of vacation and shall not be less than an amount equal to six percent (6%) of the wages of the employee in the twelve (12) months of the employment for which the vacation is given and calculating wages no account shall be taken of any vacation previously paid. An employee who terminates before completing one year of service will receive six percent (6%) of total wages calculated from the first day employed.

(h) Hours of Work: The Board will endeavour to distribute part-time work as fairly as possible in accordance with seniority up to twenty-four hours per employee per week. When an employee accepts a call to work, they may be assigned by management to work up to eight (8) hours and they may be assigned work on the day, afternoon, or midnight shift.

(i) Pregnancy/Parental Leave - Absence for one (1) year due to pregnancy/parental and/or adoption shall be granted by the Board without pay. An employee on such leave will notify the Superintendent of Human Resources in writing of their intention to return to work within the stated period.

Seniority rights shall be maintained during such leave.

The Board shall pay time and one-half the regular rate of pay for all authorized overtime which shall include all time worked in excess of eight (8) hours in one day.

The Board shall pay double time the regular rate of pay for all authorized work performed on Sundays.

(j) Wages: The following wages will apply to part-time employees:

September 1, 2022	\$18.44 per hour
September 1, 2023	\$19.44 per hour
September 1, 2024	\$20.44 per hour
September 1, 2025	\$21.44 per hour

(k) Travel Allowance: The provisions of Article 23.03 shall apply to part-time employees.

(l) All part-time employees shall be given timely notice in writing of their entitlement to enroll in the OMERS Pension Plan as they become eligible in accordance with the OMERS Pension Act, the Regulations, and/or OMERS GUIDELINES.

(m) Bereavement Leave:
In the event of the death of a spouse, child (including child under legal guardianship), stepchild, parent, step parent, or sibling sixteen (16) hours pay will be paid to the affected part-time employee.

LETTER OF AGREEMENT – Joint Committee

Between

WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD
(Employer)

and

UNIFOR Local 2458
(Union)

Joint Committee

The Board agrees to establish a Joint Committee composed of up to three (3) Board representatives and three (3) Union representative to make recommendations to the Board for the establishment and operation of a Professional Development fund for the training and updating of skilled trades personnel.

LETTER OF AGREEMENT – Joint Professional Development Committee

An Ad Hoc Professional Development Committee with representation from Management and Unifor Local 2458 shall be established. Unifor Local 2458 is recognized as an equal participant in the Professional Development Committee. It is agreed that this Committee will meet within 30 days of ratification to review professional development issues and make decisions for upcoming professional development opportunities for members during the 2008-2009 and 2009-2010 school year.

LETTER OF AGREEMENT – Woman’s Advocate

Between

WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD
(Employer)

and

Unifor Local 2458
(Union)

Woman’s Advocate

The Company and Union agree that female employees may sometimes need to discuss with another woman, matters such as violence or abuse at home or workplace harassment. They may also need to find out about special resources in the community such as counselors or women’s shelters to assist them in dealing with these or other issues.

For the term of this contract the parties agree to recognize a Unifor female member who will serve in the role of the Women’s Advocate. The female advocate will meet with female members as required to discuss problems with them in a private area provided for confidentiality. The Union will inform the Board in writing of the person selected as Woman’s Advocate.

- The Advocate shall receive release time during her regular workday after giving notice to her Supervisor in order to deal with urgent issues.
- The Advocate shall not be entitled to time in lieu or pay for consultations outside of her normal workday.
- The Advocate may participate in an annual training program of up to two days. The Board will pay the Advocate her regular wages (up to two days) for such training, and will pay training costs to a maximum of \$250.00 per annum. All per diem or other expenses of the Advocate will be paid by the

Union, except that travel costs will be reimbursed by the Board on a mileage/kilometer basis at the rate provided by Board policy in effect at the particular time.

- The training program shall be provided to the Board in advance to the Board in advance to ensure that it contains no conflict with Board policies or programs.

The Women's Advocate will develop appropriate communications to inform female employees about the advocacy role.

LETTER OF UNDERSTANDING –Water Flushing

Should there be changes in the requirements of flushing which impact the workload of employees, changes will be made commensurate with the degree of change in requirement. Any required change in staffing levels will be in accordance with the PDT Agreement dated May 27, 2008.

LETTER OF UNDERSTANDING – Replacement Utility Positions

Notwithstanding Article 13:01(f) the Board will post two (2) absentee utility positions that will be filled by seniority. These positions will be used to replace absent utility persons in order of seniority and these employees will be called before the supply custodians to replace absent utility persons. When working in these positions, the successful employees will have their regular workloads covered by a supply custodian. Successful bids for this position will not count towards an employee's three (3) successful posts per calendar year.

LETTER OF UNDERSTANDING – Re: Custodial Staff

Preamble: Custodial Staff surplus numbers will be determined based on reductions in Custodial Staff due to declining enrolment, school closures and/or room closures.

Custodian Supply Staff over and above five (5) may be assigned up to a maximum of two (2) loads in any one shift with a minimum of four (4) hours per load during the term of this Agreement. These employees will continue to be employed for their normal hours of work and shall be paid at the Custodian rate.

This tentative agreement agreed to this 26th day of April 2023 at Windsor, Ontario

FOR THE WINDSOR-ESSEX CATHOLIC DISTRICT

FOR UNIFOR LOCAL 2458

SCHOOL BOARD

Calla Spina

M. A.

Brian [unclear]

Jane [unclear]

Katrina [unclear]

Dmitry [unclear]

Todd [unclear]

James [unclear]

[unclear]

Jacqueline Bessette

[unclear]

[unclear]
