

# COLLECTIVE AGREEMENT

between

**Superior Greenstone District School Board  
(Custodial and Maintenance Staff)**

- and -



**Service Employees International Union, Local 2**



**Effective Date: September 1, 2022**  
**Expiry Date: August 31, 2026**

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## **EWAO-ATEO – PART A: CENTRAL TERMS**

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

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

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

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

- a) Part “A” 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. Should a provision in Part A conflict with a provision in Part B, the provision in Part A, Central Term will apply.

#### **C1.3 Single Collective Agreement**

- a) Central terms and local terms shall together constitute a single collective agreement.

### **C2.00 DEFINITIONS**

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

The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Associations/Conseil d’Associations des Employeurs (CTA-CAE) and the employee bargaining agency, the Education Workers’ Alliance of Ontario / Alliance des travailleuses et travailleurs en éducation de l’Ontario (EWAO-ATEO).

EWAO-ATEO refers to the designated employee bargaining agency pursuant to subsection 20 (3) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which EWAO-ATEO is the designated employee bargaining agency.

The EWAO-ATEO is composed of:

1. Association des enseignantes et des enseignants franco-ontariens.
2. Association of Professional Student Services Personnel.
3. Dufferin-Peel Education Resource Workers' Association.
4. Educational Assistants Association.
5. Halton District Educational Assistants Association.
6. Service Employees' International Union, Local 2.
7. Unite Here, Local 272.

CTA-CAE refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which EWAO-ATEO is the designated employee bargaining agency. For the purposes of this agreement, the CTA-CAE is composed of:

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

**C2.2** The “parties to the collective agreement” are the local parties, namely, the school board and the bargaining agent that represents the applicable bargaining unit of employees of the school board.

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

#### **C3.1 Single Collective Agreement**

- a) The central and local terms of this collective agreement shall constitute a single collective agreement for all purposes.

#### **C3.2 Term of Agreement**

- a) In accordance with the *School Boards Collective Bargaining Act, 2014*, the term of this collective agreement, including central terms and local terms, shall be four (4) years from September 1, 2022 to August 31, 2026 inclusive.

#### **C3.3 Term of Letters of Agreement**

- a) Subject to Section 36 of the *School Boards Collective Bargaining Act, 2014* all central letters of agreement appended to this agreement, or entered into after

the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

### **C3.4 Amendment of Terms**

- a) 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.

### **C3.5 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 Section 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 date of the collective agreement; or
  - ii. within such greater period agreed upon by the parties; or
  - iii. within any greater period set by regulation by the Minister of Education.
- c. Notice to bargain centrally constitutes notice to bargain locally.
- d. Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

## **C4.00 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 Board Collective Bargaining Act, 2014* central matters may also be grieved locally, in which case local grievance processes will apply.

### **C4.1 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 Education Workers Alliance of Ontario/Alliance des travailleuses et travailleurs en éducation de l’Ontario (EWAO-ATEO)
- c. The “Local Parties” shall be defined as the parties to the collective agreement.

- d. “Days” shall mean any day other than Saturday, Sunday, or statutory holiday.

#### **C4.2 Central Dispute Resolution Committee**

- a. There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of three (3) representatives from the Council of Trustees’ Association, two (2) representatives of the Crown and up to five (5) representatives from the EWAO-ATEO.
- b. The Committee shall meet at the request of one of the central parties. The Committee may meet in person, by teleconference 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 using the form as per Appendix A.
  - ii. To engage in settlement discussions, and to mutually settle a dispute or 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.
- h. All settlements and arbitration decisions shall be translated into English or French, as applicable.

#### **C4.3 French Language**

- a. Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly.
- b. Where such a dispute is filed:
  - i. The decision of the committee shall be available in both French and English.
  - ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.

#### **C4.4 The grievance shall include:**

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

#### **C4.5 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 ten (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, 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 may be extended by mutual consent of the parties.

#### **C4.6 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.

#### **C4.7 Selection of 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.

### **C5.00 BENEFITS**

The Parties have agreed to participate in the OECTA Employee Life and Health Trust (ELHT) per the EWAO – ATEO Participation Agreement effective March 1, 2018. 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".

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

Post Participation Date, the following shall apply:

**C5.1 Eligibility and Coverage**

- a) The ELHT will maintain eligibility for EWAO-ATEO represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of applicable collective agreement ("EWAO-ATEO represented employees").
- b) Retirees who were previously represented by EWAO-ATEO, 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.
- c) No individuals who retire after the Participation Date are eligible.

**C5.2 Funding**

- a) The annual per FTE funding amounts shall be as follows:
  - i. September 1, 2022: \$6,399.60 per FTE
  - ii. September 1, 2023: \$6,399.60 per FTE
  - iii. September 1, 2024: \$6,120.48 per FTE
  - iv. September 1, 2025: \$6,120.48 per FTE
- b) No enhancements shall be made to the EWAO-ATEO Benefit Plan prior to the expiry of the Collective Agreement.

**C5.3 Cost Sharing**

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

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

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

- a) 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's 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 Plan's Administrator based on estimates FTE will be reconciled by the Crown to the actual average FTE reported by the Board 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 will be remitted to or recovered from the Trust in a lump sum upon collection from the Trust Administrator, no later than August 31<sup>st</sup> following the year being reconciled.
- d) In the case of a dispute regarding the FTE used to determine the Board's benefit contributions to the ELHT, the dispute will be resolved between the Board and the Local union represented by EWAO-ATEO.
- e) For the purposes of section 7.3(b) of the ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that EWAO-ATEO will reimburse the school board for benefits contributions made by a school board to the ELHT during a period of strike or lock-out resulting in EWAO-ATEO 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 EWAO-ATEO 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 EWAO-ATEO education workers at the school board.

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

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

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

- a) A benefits committee comprised of the employee representatives, the employer representatives, including the Crown, and ELHT Representatives will meet to address all matters that may arise in the operation of the ELHT.

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

- a) The Parties agree to inform the Trust Plan Administrator, that in accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The

## **C6.00 SICK LEAVE**

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

#### **Definitions:**

The definitions below shall be exclusively used for this article.

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

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

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

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

**"Casual Employees"** means,

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

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

**"Fiscal Year"** means September 1 to August 31.

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

#### **a) Sick Leave Benefit Plan**

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

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

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

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

**Permanent Employees**

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

**Employees on Long Term Supply Assignments**

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

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

**Permanent Employees**

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

**Employees on Long Term Supply Assignments**

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

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

**d) Eligibility and Allocation**

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

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

### **Permanent Employees**

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

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

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

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

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

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

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

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

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

Permanent Employees returning from LTD or workplace insurance leave to resume their regular working hours must complete eleven (11) consecutive working days at

their regular working hours to receive a new allocation of sick/short-term disability leave. If the Employee has a recurrence of the same illness or injury, s/he is required to apply to reopen the previous LTD or WSIB claim, as applicable.

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

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

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

**f) WSIB & LTD**

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

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

**g) Graduated Return to Work**

Where an Employee is not receiving benefits from another source and is working less than his/her regular working hours in the course of a graduated return-to-work as the Employee recovers from an illness or injury, the Employee may use any unused sick/short term disability allocation remaining, if any, for the portion of the



day where the Employee is unable to work due to illness or injury. A partial sick/short term leave day will be deducted for an absence of a partial day in the same proportion as the duration of the absence is to an employee's regular hours. Where an employee returns on a graduated return to work from a WSIB/LTD claim and is working less than his/her regular hours, WSIB and LTD will be used to top up the employee's wages, as approved and if applicable.

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

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

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

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

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

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

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

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

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

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

In order to access short-term disability leave, medical confirmation may be requested and shall be provided.

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

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

**i) Notification of Sick Leave Days**

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

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

**Contributions for OMERS Plan Members:**

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

**Contributions for OTPP Plan Members:**

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

**k) Top-up Provisions**

Employees accessing short term disability leave as set out in paragraph c) will have access to any unused sick leave days from their last fiscal year worked for the

purpose of topping up wages to one hundred percent (100%) under the short-term disability leave.

This top-up is calculated as follows:

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

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

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

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

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

### **C7.1 Preamble**

The Council of Trustees' Associations (CTA) and Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario (EWAO-ATEO) agree to establish a joint Central Labour Relations Committee (Committee) to promote and facilitate communication between rounds of bargaining on issues of joint interest.

### **C7.2 Membership**

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

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

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

### **C7.4 Meetings**

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

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

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

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

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

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

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

## **C8.00 EWAO-ATEO MEMBERS ON PROVINCIAL COMMITTEES**

EWAO-ATEO appointees to Provincial Committees will not have their participation charged against local collective agreement union release time or days.

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

Where an employee is required through clear direction by the board to attend work outside of regular working hours, the provisions of the local collective agreement regarding hours of work and compensation, including any relevant overtime/lieu time provisions, shall apply. Required attendance outside of regular working hours may include, but is not limited to school staff meetings, parent/teacher interviews, curriculum nights, Individual Education Plan and Identification Placement Review Committee meetings, and consultations with board professional staff.

## **C10.00 CENTRAL BARGAINING**

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

## **C11.00 STATUTORY LEAVES OF ABSENCE/SEB**

### **C11.1 Family Medical Leave or Critical Illness Leave**

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

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

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

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

## APPENDIX A

### EWAO-ATEO / COUNCIL OF TRUSTEES' ASSOCIATIONS

#### NOTICE OF CENTRAL DISPUTE

<b>Name of Board where Dispute Originated:</b>	
<b>EWAO-ATEO Local &amp; Bargaining Unit Description:</b>	
Policy <input type="checkbox"/> Group <input type="checkbox"/> Individual <input type="checkbox"/>	Grievor's Name (if applicable):
Date Notice Provided to Local School Board/EWAO-ATEO Local:	
Central Provision Violated:	
Statute/Regulation/Policy/Guideline/Directive at issue (if any):	
Detailed Statement of Relevant Facts (attach additional pages if necessary):	
Remedy Requested:	
Date:	Signature:
Committee Discussion Date:	
Withdrawn <input type="checkbox"/>	Settled <input type="checkbox"/> Referred to Arbitration <input type="checkbox"/> Referred to Local Grievance Procedure <input type="checkbox"/>
Date:	Co-Chair Signatures:
This form must be forwarded to the Central Dispute Resolution Committee Co-Chairs no later than 40 days after becoming aware of the dispute.	

## **APPENDIX B**

### **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,
  - a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Employee on August 31, 2012; and
  - b) the Employee's salary as of August 31, 2012.
- c) If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out upon death consistent with the rate in accordance with subsection (2).
- 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 except where there are grievances pending, the Employer and Union agree that any and all wind-up payments to which Employees without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- e) For the purposes of the following board, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Employee have 10 years of service with the board:
  - i. Waterloo Catholic District School Board

### **Other Retirement Gratuities**

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



## **LETTER OF AGREEMENT #1**

### **BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA-CAE')**

### **AND**

**The Education Workers' Alliance of Ontario/  
Alliance des travailleuses et travailleurs en éducation de l'Ontario  
(hereinafter called 'EWAO-ATEO')**

### **RE: STATUS QUO CENTRAL ITEMS**

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

#### **Items:**

- Staffing levels excluding staffing processes
- Paid vacations and holidays (including statutory holidays)
- Hours of work, excluding scheduling
- Work week, excluding scheduling
- Work year, excluding scheduling
- Preparation time for all staff whose core duties are directly related to student instruction
- Long-term disability (excluding administration and implementation; and plans that are paid 100% by employees and where the Union is the policy holder.)
- WSIB top-up
- OMERS
- Union Representation as it relates to Central Bargaining
- Allowances/Premiums (excluding adjustments as a result of job evaluation)

## **LETTER OF AGREEMENT #2**

### **BETWEEN**

**The Education Workers' Alliance of Ontario/  
Alliance des travailleuses et travailleurs en éducation de l'Ontario  
(hereinafter called 'EWAO-ATEO')**

### **AND**

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

### **RE: JOB SECURITY - PROTECTED COMPLEMENT**

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

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

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

3. For the purpose of this Letter of Agreement, at any relevant time, the overall protected complement is equal to:
  - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this

- consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
- b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
    - a. priority for available temporary, casual and/or occasional assignments;
    - b. the establishment of a permanent supply pool where feasible;
    - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
  5. The above language does not allow trade-offs between the classifications outlined below:
    - a. Educational Assistants
    - b. DECEs
    - c. Secretaries
    - d. Custodians
    - e. Cleaners
    - f. Information Technology Staff
    - g. Library Technicians
    - h. Central Administration
    - i. Professionals (including CYWs)
    - j. Maintenance/Trades
  6. This Letter of Agreement expires on August 30, 2026.

**LETTER OF AGREEMENT #3  
BETWEEN**

**The Education Workers' Alliance of Ontario/  
Alliance des travailleuses et travailleurs en éducation de l'Ontario  
(hereinafter called 'EWAO-ATEO')**

**AND**

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

**RE: PROFESSIONAL DEVELOPMENT**

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

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

Local provisions that do not conflict with this Letter of Agreement will remain.

## **LETTER OF AGREEMENT #4**

### **BETWEEN**

**The Education Workers' Alliance of Ontario/  
Alliance des travailleuses et travailleurs en éducation de l'Ontario  
(hereinafter called 'EWAO-ATEO')**

### **AND**

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

### **RE: SICK LEAVE**

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

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

## **LETTER OF AGREEMENT #5**

### **BETWEEN**

**The Education Workers' Alliance of Ontario/  
Alliance des travailleuses et travailleurs en éducation de l'Ontario  
(hereinafter called 'EWAO-ATEO')**

### **AND**

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

### **AND**

**The Crown**

### **RE: CHILDREN'S MENTAL HEALTH, SPECIAL NEEDS AND OTHER INITIATIVES**

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

The parties further acknowledge the importance of initiatives being implemented within the provincial 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 EWAO-ATEO workers, nor diminish their hours of work.

## **LETTER OF AGREEMENT #6**

### **BETWEEN**

**The Education Workers' Alliance of Ontario/  
Alliance des travailleuses et travailleurs en éducation de l'Ontario  
(hereinafter called 'EWAO-ATEO')**

### **AND**

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

### **AND**

**The Crown**

### **RE: MINISTRY INITIATIVES COMMITTEE**

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

EWAO-ATEO will be an active participant in the consultation process at the Ministry Initiatives Committee.

## **LETTER OF AGREEMENT #7**

### **BETWEEN**

**The Education Workers' Alliance of Ontario/  
Alliance des travailleuses et travailleurs en éducation de l'Ontario  
(hereinafter called 'EWAO-ATEO')**

### **AND**

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

### **AND**

**The Crown**

### **RE: PROVINCIAL WORKING GROUP – HEALTH & SAFETY**

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

EWAO has advised that it will raise the following issues at the Provincial Working Group - Health and Safety:

- Violence prevention training
- Central vs. multisite Joint Health and Safety Committees
- Standardization of personal protective equipment
- Student aggression

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



## **LETTER OF AGREEMENT #8**

### **BETWEEN**

**The Education Workers' Alliance of Ontario/  
Alliance des travailleuses et travailleurs en éducation de l'Ontario  
(hereinafter called 'EWAO-ATEO')**

### **AND**

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

### **AND**

**The Crown**

### **RE: PROFESSIONAL ACTIVITY (PA) DAY**

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

The parties agree that there will be no loss of pay for EWAO-ATEO 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.

EWAO-ATEO members will be required to attend and perform duties as assigned.

## **LETTER OF AGREEMENT #9**

**BETWEEN**

**The Education Workers' Alliance of Ontario/  
Alliance des travailleuses et travailleurs en éducation de l'Ontario  
(hereinafter called 'EWAO-ATEO')**

**AND**

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

**AND**

**The Crown**

### **RE: SPECIALIZED JOB CLASSES**

Where there is a difficulty with recruitment or retention for a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the local parties may agree to apply a temporary skills shortage allowance to that job class in order to assist with recruitment and retention.

## **LETTER OF AGREEMENT #10**

### **BETWEEN**

**The Education Workers' Alliance of Ontario/  
Alliance des travailleuses et travailleurs en éducation de l'Ontario  
(hereinafter called 'EWAO-ATEO')**

### **AND**

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

### **AND**

**The Crown**

### **RE: JOB SECURITY - MERGERS, AMALGAMATIONS OR INTEGRATION**

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

## **LETTER OF AGREEMENT #11**

### **BETWEEN**

**The Education Workers' Alliance of Ontario/  
Alliance des travailleuses et travailleurs en éducation de l'Ontario  
(hereinafter called 'EWAO-ATEO')**

### **AND**

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

### **AND**

**The Crown**

### **RE: WORKPLACE VIOLENCE**

The parties acknowledge that school boards and supervisors must 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.

## **LETTER OF AGREEMENT #12**

### **BETWEEN**

**The Education Workers' Alliance of Ontario/  
Alliance des travailleuses et travailleurs en éducation de l'Ontario  
(hereinafter called 'EWAO-ATEO')  
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 EWAO-ATEO 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 Education Workers' Alliance of Ontario/  
Alliance des travailleuses et travailleurs en éducation de l'Ontario  
(hereinafter called 'EWAO-ATEO')**

**AND**

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

**AND**

**The Crown**

### **RE: SHORT TERM PAID LEAVE**

1. The parties agree that the issue of short term paid leave has been addressed at the central table and will remain status quo with the exception of the following.
2. Local parties shall ensure that within their local (Part B) collective agreement terms, existing language with respect to short term paid leave shall be amended to allow:
  - a. Indigenous employees to use existing short term paid leave for the purposes of:
    - i. 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
    - ii. Attendance at Indigenous cultural/ceremonial events.
  - b. Permanent employees to use existing short term paid leave for purposes of attending to the illness of an immediate family member leave up to a maximum of two (2) days per school year, subject to paragraph 3 below.
    - i. Where existing local collective agreement terms provide for a greater benefit, they will continue to apply without modification.
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 up to a

maximum of five (5) days per school year. The local parties shall be permitted to negotiate, as a local matter, the administration terms associated with short-term paid leaves.

4. "Short term paid leave" refers to any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness to a maximum of 5 days per school year.

## **LETTER OF AGREEMENT #14**

### **BETWEEN**

**The Education Workers' Alliance of Ontario/  
Alliance des travailleuses et travailleurs en éducation de l'Ontario  
(hereinafter called 'EWAO-ATEO')**

### **AND**

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

### **AND**

**The Crown**

#### **RE: Bereavement Leave**

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

Permanent Employees shall be provided with three (3) consecutives regularly scheduled work days' bereavement leave without loss of salary or wages immediately upon the death of or to attend a funeral for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.
3. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of three (3) days or more, there shall be no change to such language and this Letter of Understanding shall not apply.
4. Permanent Employees shall be as defined in local collective agreement terms, or if no such definition exists in a particular collective agreement, as defined in C6.
5. For clarity, while the specific provisions above (including the number of bereavement leave days and eligibility criteria) are not subject to local bargaining or amendment by the local parties, the local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.



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## **PART B – LOCAL TERMS**

### **COLLECTIVE AGREEMENT**

**between**

**Superior Greenstone District School Board**  
Custodial and Maintenance Staff

**(Hereinafter called the “Company”)**

**- and -**

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 2**

**(Hereinafter called the “Union”)**

### **PURPOSE**

The purpose of this Agreement is to establish an orderly, collective bargaining relationship between the Board and certain classifications of employees represented by the Union.

## Article 1 - **UNION RECOGNITION**

1.01 The Board recognizes the Union as the sole and exclusive bargaining agency for all employees of the Superior-Greenstone District School Board engaged in maintenance, custodial, and facilities operations, save and except supervisor, persons above the rank of supervisor, students employed during the school vacation period, and employees in a Bargaining Unit for which another trade union holds bargaining rights.

1.02 The word "employee" or "employees" wherever used in this Agreement shall mean respectively an employee or employees in the Bargaining Unit described in 1.01 above.

1.03 Definitions

"Casual Employee": A casual employee is an employee who does not have a regular schedule of work but who is called in on an as-needed basis.

"Community": For the purpose of this Agreement, the word "community" shall mean:

1. Manitouwadge
2. Marathon
3. Terrace Bay and Schreiber (considered one community)
4. Nipigon, Red Rock, and Dorion (considered one community)
5. Geraldton, Longlac, and Beardmore (considered one community)

"Full-time employee": A full-time employee is an employee who works more than twenty-four (24) hours per week on a regular basis.

"Part-time employee": A part-time employee is an employee who works twenty- four (24) hours per week or less on a regular basis.

## Article 2 - **MANAGEMENT RIGHTS**

2.01 The Union agrees that the Board has the exclusive right and power:

- (a) generally, to manage the school system of the Superior-Greystone District School Board, and without restricting the generality of the foregoing, to determine the number, size and location of its schools and other buildings, the equipment and supplies to be used in the schools, and the number and classification of employees required by the Board at any place from time to time; and to alter and amend reasonable rules of conduct and procedure for employees and to maintain order, discipline and efficiency.
- (b) to hire, discharge, classify, transfer, promote, demote, layoff, suspend or discipline employees; provided, however, that if any employee believes that he has been dealt with unjustly in the application of the foregoing rights as set out in the subclause (b) or if such application is in conflict with the provisions of this Agreement, he may have the matter dealt with under the Grievance Procedure.

Any change to rules of conduct and procedure to be followed by the employees shall be posted by the employer for five (5) days to give the employees time to acquaint themselves with these changes before they take effect. The employer shall also provide copies to all the union stewards.

### Article 3 - **NO DISCRIMINATION**

- 3.01 There shall be no discrimination or harassment by the Board or its representatives, or by the union or its members, or by any person employed by the Board, against any person employed by the Board because of membership or non-membership in any lawful union or lawful association of employees or because of any of the protective grounds found in the *Ontario Human Rights Code*.
- 3.02 For the purpose of interpretation of this Agreement, the masculine gender shall mean and include the feminine gender and similarly the singular shall include the plural and vice-versa, as applicable.

## Article 4 - **NO CESSATION OF WORK**

- 4.01 The Union agrees that there shall be no strike during the life of this Agreement.
- 4.02 On the other hand, the Board agrees that there shall be no lockout during the life of this Agreement.
- 4.03 Strike and lockout shall be as defined in the *Labour Relations Act*.

## Article 5 - **UNION SECURITY**

- 5.01 The Board shall deduct, during the life of this Agreement, as a condition of each employee's continued employment, regular monthly union dues, fees and assessments from each pay cheque due in each calendar month to each employee and remit same prior to the 15th day of the month following the month in which such deduction is made, to the Union.
- 5.02 The Union agrees that neither it, nor its officers as agents, representatives and members, will engage in union activities on Board time or Board property, except as authorized by this Agreement.
- 5.03 All employees shall, as a condition of employment, become and remain members of the union in good standing.

## Article 6 - **ACCESS TO RECORDS**

- 6.01
  - (a) Employees shall have a right of access to all of their personnel records administered by the Board Office or the Coordinator of Facilities Services for the purpose of ensuring accuracy and completeness.
  - (b) Any reprimand or warnings given in writing and becoming part of an employee's file shall be destroyed after eighteen (18) worked months have elapsed.

## Article 7 - **GRIEVANCE PROCEDURE**

- 7.01 Should any difference arise between the Board and any of the employees as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort should be made to settle such differences in the following manner:

Prior to submitting a written complaint at Stage 1, an employee or group of employees shall first give their Coordinator of Facilities Services or the Manager of Facilities Services the opportunity to adjust the complaint. It is agreed that an employee has no grievance until he has given one of these individuals the opportunity to address the complaint. Failing settlement, the complaint may be submitted at a Stage 1.

- 7.02 Stage 1: The employee having a grievance, or one designated employee on behalf of a group having a grievance may, with the assistance of a Shop Steward, provided it is done within ten (10) days after the events giving rise to the grievance have occurred, present their complaint in writing to the Board representative designated to handle such matters at Stage 1, and if within five (5) days from the time such complaint was made to the Stage 1 representative a decision satisfactory to the employee(s) or union is not given; then,

- 7.03 Stage 2: Within five (5) days after the decision of the Board representative at Stage 1 has been given or should have been given, the Union may request, in writing, further consideration of the matter at Stage 2. Once the grievance is submitted at Stage 2, the Board representative and a representative of the Union will convene a meeting at a mutually agreeable time, within twenty (20) days of the submission of the grievance to Stage 2.

Every effort will be made to settle such differences within seven (7) days of the date of this meeting and the Board representative shall give the decision in writing on behalf of the Board within such seven (7) day period.

At such meeting a Union Representative, the grieving employee(s) and a Union Steward shall be entitled to attend with representatives of the Board.

All meetings at Stage 2 shall be by teleconference unless a location for the meeting is agreed to by the parties.

The parties hereby agree that recording devices shall not be used by either party at any grievance meeting, whether in person or by teleconference, and that grievance meetings shall be on a "without prejudice" basis and be considered settlement discussions.

- 7.04 Saturdays, Sundays and Statutory Holidays as detailed in Article 16.0 "Paid Holidays" shall not be counted in determining the time within which action is to be taken in each stage of the Grievance and Arbitration Procedure.
- 7.05 The Board will indicate, by notice mailed to the Union, the Board representatives designated from time to time to handle the matters at each stage of the Grievance Procedure.
- 7.06 Any differences which arise directly between the Union and the Board as to the interpretation, application, administration or alleged violation of this Agreement must be submitted in writing by either party to the other with opportunity for oral discussion between the officers of the Union and the Board representatives designated for that purpose. Failing settlement within ten (10) days of such first oral discussion, the grieving party may, within a further ten (10) days submit the written grievance to Stage 2 of the grievance procedure.
- 7.07 The settlement of any particular grievance under the Grievance Procedure shall be binding upon the Board, the Union and the employee or employees concerned.
- 7.08 A grievance shall be deemed to be abandoned by the aggrieved party, if the time limits set forth in this Article have not been observed. The parties may agree, in writing to extend the time limits at any stage of the grievance procedure.



7.09 If an employee is discharged from their employment and believes that their discharge results from an unjust application of the provisions of this Agreement, they may have the matter dealt with under the Grievance Procedure. The matter may be presented within seven (7) days after written notice of such discharge has been given and not otherwise. Such matter may be settled by:

- (a) reinstatement of such employee. In this case the Board will pay him full compensation, less amounts of money earned while off work, at the employee's regular rate for time lost after written complaint against such discharge has been received by the Board, limited by the scheduled number of hours he would have worked. Upon reinstatement, there shall be deemed to have been no break in the employee's continuous service by reason of such discharge;
- (b) upholding of the discharge;
- (c) any other decision deemed to be equitable in the circumstances.

## Article 8 - **ARBITRATION**

- 8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration within twenty (20) days of receipt of the written decision at Stage 2 and the notice shall contain the name of the first party's appointee to an Arbitration Board. The party receiving the notice of arbitration shall appoint its nominee within ten (10) days of receipt of Notice of Arbitration and shall notify the first party. The two (2) appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree on a chairman within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chairman governs.
- 8.02 Arbitrations shall be heard at a place mutually agreed in writing, or, failing agreement, at Thunder Bay, Ontario.
- 8.03 In any arbitration, the written grievance of the employee made at Stage 1 and the decision of the Board at Stage 2 of the Grievance Procedure, or in the case of a difference directly between the Union and the Board, the written grievance of the applicant for the arbitration and the reply thereto by the other party, shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issues therein set out.

- 8.04 Each party shall be entitled to be represented by counsel or otherwise and to present evidence, to cross-examine the witnesses of the other party and to present arguments orally and/or in writing. When written arguments are submitted, each party may reply once to the argument of the other party. When any written argument or brief is filed by a party with the Board of Arbitrators, a copy shall, at the same time be supplied to the other party.
- 8.05 The Union and the Board shall respectively pay the expenses of the arbitrator appointed by each and the expenses of the third arbitrator shall be borne in equal shares by the Union and the Board.
- 8.06 Witness fees and allowances shall be paid by the party calling the witnesses.
- 8.07 No costs of arbitration shall be awarded to or against either party.
- 8.08 The finding of the majority of the Board of Arbitrators as to the facts and as to the meaning or violation of the provisions of this Agreement, shall be conclusive and binding upon all the parties concerned, but in no case shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.
- 8.09 The award of the arbitrators shall be given within a period of fifteen (15) days after the close of the hearing.

## Article 9 - **PROBATION**

- 9.01 New employees shall serve as probationary employees until they have completed the following worked periods of time:

Full-time Employees	Three (3) months;
Part-time Employees	260 Hours;
Casual Employees	260 Hours;

after which they shall have attained seniority and be credited with their respective time periods listed above as seniority. The probationary employee, however, shall be entitled to all other rights and privileges under this Agreement.

## Article 10 - **SENIORITY**

10.01 Seniority lists for all employees shall be posted on the bulletin boards by July 15th and January 15th each year. Copies of the seniority list will be supplied to the Union and all shop stewards at these times. Upon posting of the seniority list employees shall have forty-five (45) days in which to file complaints against their seniority standing and if no complaints are filed it is deemed that the seniority list as posted is correct.

10.02

- (a) Seniority for full-time employees shall, except as provided in 10.04 and 21.01, be defined as the length of continuous service with the Board in the Bargaining Unit since the employee's last date of hire.
- (b) Seniority for part-time and casual employees shall be defined as the length of continuous service in hours worked since the employee's last date of hire with the Board in the Bargaining Unit.
- (c) Service for employees shall be defined as length of continuous service with the Board since the last date of hire.

10.03 Continuity of service shall be considered broken, employment terminated and seniority lost when:

- (a) an employee quits or is discharged and is not re-instated pursuant to the grievance procedure;
- (b) in the case of full-time and part-time employees, is laid-off for a period of more than three (3) years;
- (c) in the case of casual employees, fails to accept employment for three (3) consecutive offers without providing a reason satisfactory to the Board. This clause does not apply to regular full or part-time employees that are on layoff;

- (d) works for another employer while absent from their employment with the Board unless the Board grants a leave of absence to perform such work. This does not apply in the case of absence due to vacation, floaters, or regular scheduled time off;
- (e) is absent without leave for more than four (4) days without either notifying the Board or giving reason satisfactory to the Board for failure to so notify;
- (f) is absent from work for a period in excess of three (3) years due to sickness, physical disability or both, as confirmed by an independent physician, or is in receipt of disability payments from the Workplace Safety and Insurance Board for an injury received in the course of their employment with the Board;

10.04 An employee whose status changed from full-time to part-time or casual shall receive credit for their full seniority. An employee whose status has changed from part-time or casual to full-time shall receive credit for seniority on the basis of one (1) year seniority for each 2,080 hours worked, and/or the equivalent for any portion of the year thereof in accordance with the hours actually worked.

10.05 Effect of Absence

Unless otherwise provided for in this collective agreement:

- (i) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Board, both seniority and service will accrue.

- (ii) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days. It is understood that this clause does not apply to benefits pursuant to the Benefit Trust.
- (iii) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of twenty-four (24) months if an employee's absence is due to a disability resulting in W.S.I.B. benefits or for a period of twenty-four (24) months if an employee's unpaid absence is due to an illness.

## Article 11 - **LAYOFF AND RECALL**

11.01 In the case of layoff, the Board shall layoff in reverse order of seniority within each school within the affected classification.

11.02

- (a) In the event of any layoff, the Board shall provide a minimum of four (4) months notice to the Union prior to the proposed date of layoff. Upon request of the Union, the Manager of Facilities Services will meet with a committee of the union to discuss their concerns and the reasons for the layoff.
- (b) Notice of layoff and severance pay shall be given in accordance with the *Employment Standards Act*. An employee accepting severance pay from the Board shall be deemed to have resigned employment.

11.03 Upon receiving notice of layoff an employee shall be entitled to exercise the following rights, except during board wide shutdown:

#### Full-time employees

- (a) accept layoff; or
- (b) displace any employee who has lesser Bargaining Unit seniority within the full-time seniority list; or
- (c) displace any employee who has lesser Bargaining Unit seniority within the part-time seniority list.

#### Part-time employees

- (a) accept layoff, or
- (b) displace any employee who has lesser Bargaining Unit seniority within the part- time seniority list.

The employee will notify the Board in writing of their intention to bump within (10) ten working days after receipt of layoff. Employees refusing to do so will be deemed to have accepted the layoff.

#### 11.04

- (a) Recall shall be in the reverse order of layoff provided that the employees concerned are able to meet the normal requirements of the work available. An employee shall not be required to accept any recall whether the position is in a community other than their own or is a position with less hours than they were previously laid off from.
- (b) Any employee who is on layoff shall still be entitled to apply for vacancies under Article 12.0: Job Postings.
- (c) Any recall to any position shall be subject to the employee's ability to perform the normal requirements of the job.

11.05 The Board shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Board advised at all times of their current address. The employee shall return to work within seven (7) working days from the time that he receives notice of recall, unless on grounds reasonable to the Board, he is unable to do so.

11.06 No new employees shall be hired until those who have been laid off have had the opportunity to be recalled.

11.07 No Contracting Out

The Board shall not contract out any work usually performed by members of this Bargaining Unit if, as a result of such contracting out, a layoff results. Provided that this Article shall not deprive the Board of the right to contract out work beyond the scope of the existing staff to perform expediently at the time or work that has traditionally been contracted out by the Board.

11.08 For the purpose of this Article, a reduction of regular scheduled hours of an employee shall be considered a layoff and will invoke the provisions of this Article.

11.09 Work of the Bargaining Unit

The Board shall not assign to other Board employees any work usually performed by members of this Bargaining Unit if, as a result of such assignment, a layoff results. However, this shall not restrict board staff from assisting custodians if needed.



## Article 12 - **JOB POSTING**

- 12.01 Where a vacancy occurs in a classification which is expected to exceed (as defined in Article 12.06) two months within the Bargaining Unit including that arising from promotion, temporary assignment, relief position, transfer or the establishment of a new position within the Bargaining Unit, such vacancy shall be posted electronically by the Board for a period of five (5) days, concurrent with any public advertisement, excluding Saturday, Sunday and holidays. Staff transfer includes the movement of staff between night shift and day shift, and like positions between schools, with the exception of transfers between shifts that rotate in a given school. Vacancies created by filling of an initial vacancy within the Bargaining Unit shall be posted electronically for a period of five (5) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in the manner prescribed by the Employer, within the posting period.
- 12.02 The postings referred to in Article 12.01 shall stipulate the qualifications, classification, department and shift and a copy shall be provided to all Stewards.
- 12.03 Selection
- In matters of promotion and staff transfer, appointment shall be made of the senior applicant able to meet to normal requirements of the job. The name of the successful application will be posted on the bulletin board, forwarded to the Branch Local Union President and unsuccessful applicants will be notified.
- (a) For full-time job postings, the Board will give preference in the following order:
- (i) full-time applicants from within the community in which the job is posted;
  - (ii) full-time applicants who have bumped to a position in another community within the last six (6) months;

- (iii) all other full-time applicants from the bargaining unit;
  - (iv) part-time and casual applicants from within the community;
  - (v) all other part-time and casual applicants from within the bargaining unit.
- (b) For part-time job postings, the Board will give preference in the following order:
- (i) full-time and part-time applicants from within the community in which the job is posted;
  - (ii) full-time and part-time applicants who have bumped to a position in another community within the last six (6) months;
  - (iii) all other full-time, part-time and casual applicants from the bargaining unit.
- (c) The successful applicant to the job posting shall be the senior applicant able to meet the normal requirements of the job in the order set out in a) and b) above. The name of the successful applicant will be forwarded to the Branch Local Union President.

12.04 Employees in SEU Bargaining Units at the Board shall be considered for such positions before persons who are not in SEU Bargaining Units at the Board.

The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with Article 12.01 and selection shall be made in accordance with Article 12.03 above.

- 12.05 Temporary vacancies which are not expected to exceed sixty (60) days need not be posted but shall be offered to SEU Bargaining Unit members in order of seniority within each community. Subsequent vacancies resulting from this process shall be filled in the same manner subject to consideration of seniority and disruption to the school, and Article 18.06. Employees selected to fill any temporary vacancy shall continue to maintain their status and upon completion of the assignment, the employee will return to their former position.
- 12.06 On receipt by Manager of Human Resources of one of the following, it shall be conclusively determined as of the date of receipt that a temporary vacancy is expected to exceed two (2) months:
- (a) receipt of a doctor's note indicating the absence will be greater than two (2) months;
  - (b) approval of a Leave Request;
  - (c) approval of a LTD claim;
  - (d) any other written form acceptable to the Board.
- 12.07 The Board shall have the right to fill any vacancy on an interim basis if there exists a demonstrable need, until the posting procedure herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. If the successful applicant does not successfully complete the trial period, as set out in Article 12.08, the position shall be re-posted.

- 12.08 The successful applicant will be placed in the vacancy for a trial period not exceeding ninety (90) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to their former position with no loss of seniority, wages or other rights and privileges that their former position called for, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. In such event the Board may fill the position from the qualified applicants that applied for the position. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

## **Article 13 - TEMPORARY TRANSFERS**

- 13.01 Any employee may be transferred to a job classification carrying a higher rate of pay for a period of one (1) working day without changing that employee's rate of pay. If such temporary transfer carries on beyond the one (1) working day period, the higher rate of pay for that job classification shall be retroactive to the original date of transfer.
- 13.02 If the Board finds it necessary to transfer temporarily an employee to a classification carrying a lower rate of pay, the employee shall continue to be paid their present salary.

## **Article 14 - SUPERVISION**

- 14.01 The custodians in each school shall report to the Head Custodian in each school unless the Manager of Facilities Services or designate directs otherwise in writing. The Board shall have a Head Custodian in each school.

## **Article 15 - ABSENCE**

- 15.01 Leave of Absence Without Pay

A leave of absence without salary may be granted by the Board for up to one (1) year upon the recommendation of the Director of Education. The employee will be provided a position for which he or she is qualified upon their return from the leave subject to the layoff/recall provisions of this agreement.

15.02 Any leave of absence request must be done in the manner prescribed by the Employer and approved by the immediate supervisor.

15.03 An employee not reporting for work must notify the Coordinator of Facilities Services before the beginning of their duty time or must give reason satisfactory to the Coordinator of Facilities Services for failing to so report.

15.04 An employee desiring to return after an unauthorized leave of absence must give at least one (1) day's notice to the Coordinator of Facilities Services of their intention to return, but such notification does not authorize or excuse the unauthorized absence.

15.05 Where a reduction in wages is required because of an absence from duty, the Board will make a deduction from the employee's wages at the hourly rate of pay for the employee as set out in Schedule "A" of this Agreement.

15.06 Bereavement Leave

For death in the immediate family the employee is permitted to be absent without loss of pay or of sick leave credits for a period of up to, but not exceeding five (5) working days. When used herein, immediate family includes parent, father-in-law, mother-in-law, spouse, son, daughter, sister, brother, grandparents, grandchildren, legal guardian, sister-in-law and brother-in-law. The first such day is to be within two (2) days of the day of death. An employee's common law spouse, and relatives, shall be considered the equivalent of the above.

The above clause applies to full-time and part-time employees only.

15.07 Special Compassionate

Special compassionate leave of up to five (5) days in any calendar year without loss of salary may be granted at the discretion of the Coordinator of Facilities Services. Reasons for such leave may include severe illness in the immediate family (father, mother, child, sibling), absence for the purpose of seeking medical attention for dependents, or arrival home of a newborn or adoptive child.

For part-time and casual workers only if they were scheduled or had been called into work for days that would otherwise qualify as special compassionate leave days requiring time off for days otherwise to be worked.

#### 15.08 Maternity Leave

An employee is entitled to at least seventeen (17) weeks of unpaid leave of absence for pregnancy, subject to the SEB pursuant to Part A of the agreement, if she has been employed with her employer for at least thirteen (13) weeks preceding the estimated day of delivery.

The leave may be commenced up to seventeen (17) weeks before the expected date of delivery.

An employee who is entitled to the leave is required to give her employer two weeks notice in writing of the date the leave is to begin, together with a medical certificate estimating the date of delivery. If the employee does not specify the date of the end of the pregnancy leave it will be assumed that she wishes to take the maximum leave.

An employee who has given notice to begin a pregnancy leave may change the notice to an earlier date by giving at least two (2) weeks written notice before the earlier date. She may change to a later date by giving two (2) weeks notice before the leave was to begin.

If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the employer written notice, with a medical certificate confirming the circumstances and the expected or actual date of birth.

A pregnancy leave will normally end seventeen (17) weeks after it begins but if the mother suffers a still-birth or miscarriage or the child dies while the mother is still on her pregnancy leave, the pregnancy leave will end six (6) weeks after the date of the still-birth, miscarriage, or birth or seventeen (17) weeks after the pregnancy leave commenced, whichever is later.

If the employee has been on her pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born, and the employee will be entitled to take a parental leave immediately after the birth.

If an employee on pregnancy leave wishes to change the date of return to work to an earlier date, she shall give her employer four (4) weeks written notice of the date on which she intends to return.

If an employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she shall give the employer four (4) weeks written notice before the date the leave was to end.

An employee who is entitled to take a pregnancy leave cannot be terminated or laid off, disciplined, or suspended because he or she is so entitled, or has in fact applied for or taken such leave.

Service and seniority for all purposes continue to accrue during pregnancy leave and, following the leave, the employee shall be reinstated to the same position if it still exists, or to a comparable position if it does not. On reinstatement, the employee shall be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if she had worked through the leave.

While an employee is on pregnancy leave, the employer shall continue to make employer contributions to pension unless the employee has advised the employer, in writing, that she does not wish to continue to make the employee contributions to such plans.

The pregnancy and parental leave provisions of the Act apply to full-time and part-time employees.

An extended maternity leave may be granted, but under no conditions will a leave be extended for longer than a two (2) year period. A resignation will be tendered, and re-employment occur through regular legal channels if absence should be in excess of two (2) years.

#### 15.09 Parental Leave

An employee who is a parent and has been employed with their employer for at least thirteen (13) weeks before the birth of a child, or thirteen (13) weeks before the child came into a parent's custody, care, and control for the first time, is entitled to:

Up to 35 weeks if they also took a pregnancy leave, or

Up to 37 weeks if they did not take a pregnancy leave.

Both parents will be eligible to take a parental leave. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as their own.

For a natural mother, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of parent.

For fathers and adoptive parents, parental leave must commence within fifty-two (52) weeks after the birth or after the child first comes into the custody, care, and control of a parent.

An employee who is entitled to a parental leave is required to give the employer two (2) weeks written notice prior to the commencement of the leave. If he or she does not specify when the leave will end, it will be assumed that he or she wishes to take the maximum leave.



An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks notice before the earlier date, or to a later date by giving two (2) weeks notice before the leave was to begin.

If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the employer written notice of their intent to take the parental leave.

If an employee on parental leave wishes to change the date of return to work to an earlier date, he or she shall give the employer four (4) weeks written notice of the date on which he or she intends to return.

If an employee wishes to change the date of return to work to a later date (but subject to the thirty-five (35) or thirty-seven (37) week maximum length of leave) the employee shall give the employer four (4) week written notice before the date the leave was to end.

An employee who is entitled to take a parental leave cannot be terminated or laid off, disciplined, or suspended because he or she is so entitled, or has in fact applied for or taken such leave.

Service and seniority for all purposes continue to accrue during parental leave and, following the leave, the employee shall be reinstated to the same position if it still exists, or to a comparable position if it does not. On reinstatement, the employee shall be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if he or she has worked through the leave.

While an employee is on parental leave, the employer shall continue to make employer contributions to pension unless the employee has advised the employer, in writing, that he or she does not wish to continue to make the employee contributions to such plans.

The pregnancy and parental leave provisions of the Act apply to full-time and part-time employees.

#### 15.10 Union Leave

- (a) The Board shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Board.
- (b) The Board will pay the regular salary to the employee and bill the Union for the time lost by the employee during such leave of absence.

#### 15.11 Effect of Absence

Service and seniority shall be maintained and accumulated during all authorized leaves of absence, which includes but is not limited to W.S.I.B., illness, maternity, parental and layoff. An employee who goes off work on a WSIB claim and who has statutory holidays remaining in their bank, will retain those days but must book those days within six (6) months of returning to active duty.

### Article 16 - **PAID HOLIDAYS**

- 16.01 The following days shall be recognized as Statutory Holidays. Time worked by an employee on such days at the request of the Coordinator of Facilities Services or the Board, shall be paid for at the rate of time and one-half of the employee's regular rate plus day in lieu, which shall be scheduled within the next twelve (12) month period.

New Year's Day	New Year's Eve Day
Good Friday	Thanksgiving Day
Easter Monday	Civic Holiday
Victoria Day	Christmas Eve Day
Dominion Day	Christmas Day
Labour Day	Boxing Day
Family Day	

Employees shall be entitled to four (4) floating holidays to be taken at a time mutually satisfactory to the Board and the employee, based on the calendar year.

- 16.02 Where a paid holiday falls on an employee's regularly scheduled day off, it shall be deemed to be a paid holiday and the employee will be given another day off at some other mutually agreed upon time.
- 16.03 In order to qualify for Holiday Pay, regular full-time and part-time employees shall have worked on their regular scheduled working day immediately preceding and following the holiday unless absent on approved leave or absent due to legitimate illness or accident and can produce a doctor's certificate if requested by the Board.
- 16.04 Casual employees shall qualify for above paid holidays in accordance with the *Employment Standards Act*.

## Article 17 - **VACATION WITH PAY**

- 17.01 A vacation with pay for each calendar year ending December 31<sup>st</sup> will be taken in the following year, preferably during the months of July and August or during any other school closure, at a time mutually agreed upon by the employee and the Coordinator of Facilities Services. Maintenance Working Foremen vacations shall be scheduled any time during the year with approval of the Manager of Facilities Services. Requests for vacation shall not be unreasonably denied.

The vacation period may start June 15<sup>th</sup>, but all vacations must be completed one week prior to Labour Day. An employee may be able to schedule up to one (1) week of vacation and employees with seven (7) or more years of continuous service may be able to schedule an additional week at a time other than that indicated above, if mutually agreed upon by the employee and the Manager of Facilities Services or designate.

Vacations to be taken between June 15<sup>th</sup> and one (1) week prior to Labour Day must be submitted by May 1 of each year. It is understood that any remaining vacation entitlement must be submitted by September 30<sup>th</sup> and taken by year end.

- (a) Upon completion of their probationary period, employees shall be entitled to a credit of 5/6 day's vacation with pay for each month of service, retroactive to date of hire. After completion of one (1) year of service, vacations will revert to a calendar year basis.
- (b) One (1) year continuous service but less than three (3) years continuous service; two (2) weeks vacation with no reduction in salary for full-time employees, and 4% of their total earnings for part-time employees.
- (c) Three (3) years continuous service but less than eight (8) years continuous service; three (3) weeks vacation with no reduction in salary for full-time employees, and 6% of their total earnings for part-time employees.
- (d) Eight (8) years continuous service but less than twelve (12) years continuous service; four (4) weeks vacation with no reduction in salary for full-time employees, and 8% of their total earnings for part-time employees.
- (e) Twelve (12) years continuous service but less than fifteen (15) years continuous service; five (5) weeks vacation with no reduction in salary for full-time employees, and 10% of their total earnings for part-time employees.
- (f) Fifteen (15) years continuous service, six (6) weeks vacation with no reduction in salary for full-time employees, and 12% of their total earnings for part-time employees.

All employees entitled to more vacation than the above schedule allow as of September 1<sup>st</sup>, 2003, will be grandfathered as per Article 17.01 of the September 1, 1999 - August 31, 2001, Collective Agreement.

17.02 Temporary part-time employees, casual and students employed during the school vacation periods will receive their pro-rated vacation pay on each regular pay cheque at the rate specified in the Employment Standards Act.

- 17.03 Part-time employees will be entitled to a vacation with pay for each calendar year ending December 31st. Vacation will be taken in the following year, preferably during the months of July and August or during any other school closure, at a time mutually agreed upon by the employee and the Coordinator of Facilities Services. Requests for vacation shall not be unreasonably denied.

## Article 18 - **HOURS OF WORK AND OVERTIME**

### 18.01

- (a) This article is intended to define the normal hours of work for full-time, part-time and casual employees.
- (b) Part-time Hours of Work: The normal hours of work for regular part-time employees shall consist of twenty-four (24) hours per week or less according to the job posting for that position; however, part-time employees may exceed twenty-four (24) hours per week during peak periods such as vacation periods and relief work.
- (c) Casual Employees Hours of Work: Casual employees shall be called in to work based upon the last posted seniority list, in order of seniority after full-time employees working less than forty (40) hours per week and regular part-time employees and any employees on layoff have been given the first opportunities to work, provided that the employees called in resides within the community and have the ability to perform the normal requirements of the job.

The Employer shall ensure that accurate records are kept concerning the call-in of employees.

## 18.02

- (a) Workday: Eight (8) hours of work, as scheduled, for full-time employees; hours as scheduled for part-time regular employees; and hours as called in for casual employees will constitute a work day for each employee. Lunch period will be on their own time and shall not exceed one (1) hour unless mutually agreed.
- (b) All employees will be allowed one (1) fifteen (15) minute rest period in every four (4) hour worked period, without deduction in pay. In addition, a rest period of fifteen (15) minutes when the employee performs authorized overtime work of at least three (3) hours duration, without deduction in pay.
- (c) Minimum Shift Duration: Scheduled shifts shall be no less than three (3) hours in duration.

## 18.03

- (a) Call-back: When an employee is called back to work and when the particular job and related problems have been completed, the employee shall return home and receive a minimum of four (4) hours pay at straight time for call-in or time and one-half of their regular hourly rate whichever is greater.
- (b) Call-back pay shall cover all calls within the minimum four (4) hour period provided for in (a), provided that the second and subsequent calls are directly related to the reason which prompted the initial call-back. If an employee is called back for a reason which is not directly related to the initial call-back, it shall be treated and paid as a separate call-back.
- (c) Reporting Pay: When an employee is called in or scheduled to work and reports to work, not having been advised in advance not to report to work, such employee shall be paid for their entire shift on that day.

- 18.04 An employee will be paid one and one-half time their applicable hourly rate for all time actually worked in excess of:
- (a) eight (8) hours in one (1) workday; or
  - (b) forty (40) hours per week; or
  - (c) five (5) days in a week.
- Time allowed as overtime in any workday shall not again be allowed as overtime in the work week.
- All time worked Sunday shall be paid at two (2) times the employee's applicable hourly rate.
- 18.05 Call-ins and Extra Hours
- (a) Call-ins and extra hours over and above the regular work week or workday for full or part-time employees shall be given out in order of seniority within each school provided that these hours do not constitute overtime hours, or conflict with the employee's current assignment.
  - (b) Where it is necessary to call in or assign extra hours of work to part-time employees in a school other than their own, they shall be offered in order of seniority within each community.
  - (c) Employees shall receive a minimum of four (4) hours pay at straight time for call-ins or one and a half times their regular hourly rate, whichever is greater.
- 18.06 It is agreed that should a concern arise related to scheduling of hours of work, either party may request that a meeting take place and the Shop Steward and Coordinator of Facilities Services, Manager of Facilities Services or designate shall consult with the individuals concerned in an attempt to resolve the problem.
- 18.07 Split Shifts

Employees shall not be required to work a split shift unless it is mutually agreed. Any current employees working a split shift as of the date of ratification of this Agreement shall be deemed to have mutually agreed to work that particular split shift.

18.08

- (a) Full-time and part-time employees may work compressed hours in the summer months. Compressing of hours will be permitted within a calendar month providing that the arrangement is approved by the Manager of Facilities Services or designate. Such approval shall not be unreasonably denied providing the needs of the school are met.
- (b) Any alternate arrangement for summer hours shall not result in overtime payment.

## **Article 19 - LONG TERM DISABILITY (LTD), PENSION AND RETIREMENT GRATUITY**

19.01 Long Term Disability (LTD) – Employees shall pay 100% of the premium costs for LTD.

The Plan shall consist of the following:

-90 day waiting period.

19.02 All employees covered by this Agreement who come into the employ of Superior-Greenstone District School Board on January 1st, 1969, or thereafter, shall continue as members of the Ontario Municipal Employees Retirement Plan if already enrolled or shall join the Plan upon becoming eligible. All new or future employees must join the Plan (OMERS) when eligible.

19.03 Retirement Gratuity



Retirement gratuities were frozen as of August 31, 2012. Employees are not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities of 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.

- (i) Upon retiring to a bona fide OMERS pension from employment with the Superior-Greenstone District School Board (or in the case of an employee not participating in the OMERS plan providing they meet the OMERS criteria for eligibility), subsequent to five (5) years continuous service with the Board, the employee shall receive a retirement gratuity, providing one (1) year's notice is given of the intent to retire. Where such notice is not given, the Board may withhold payment until the following budget year.
- (ii) When an employee becomes entitled to receive a gratuity under this Article, the Board shall so inform that employee in a letter of the form attached as Schedule "B" to this Agreement. The Board shall allow the employee at least thirty (30) days after receipt of such notice to provide written instructions as to the method of payment. If no instructions are received, the payment will be made either by cheque or directly to the employee's account.
- (iii) This retirement gratuity is:
  - (a) calculated at the rate of 6% of accumulated sick leave after the first five (5) years;
  - (b) increased by 2% per year thereafter to a maximum of 50% of accumulated sick leave to a maximum of two hundred and fifty (250) days;

- (c) calculated on the employee's daily rate of pay which is determined by multiplying the employee's normal daily hours of work by the employee's regular straight time hourly rate.

In the event of the death of a employee while employed by the Board, any retirement gratuity payable will be paid to the employee's estate or assigned beneficiary.

Any employee accepting this gratuity forfeits all of their accumulated sick leave credits.

- 19.04 In view of the Board's contribution to the above benefit plan, the employees' share of the Employment Insurance Rebate shall be retained by the Board.

## Article 20 - **JURY DUTY**

- 20.01 If an employee is required to serve as a juror in any court of law or is required by subpoena to attend a court of law as witness called on behalf of the Crown in any proceeding to which he is not a party or one of the persons charged, the employee shall not lose regular pay or sick leave credits because of necessary absence from work due to such attendance, provided that the employee:

- (a) informs the Board immediately upon being notified that he will be required to attend court; and,
- (b) presents proof of service requiring their attendance;
- (c) promptly repays the Board the amount (other than expenses) paid to him for such service as a juror or for attendance as such witness.

## Article 21 - **TEMPORARY TRANSFERS OUTSIDE THE BARGAINING UNIT**

- 21.01 An employee who is transferred to a position outside of an SEU Bargaining Unit for a period of six (6) months shall retain but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the Bargaining Unit, he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the Bargaining Unit.

## Article 22 - **ALLOWANCES**

### 22.01 Upgrading

An employee shall be allowed leave of absence, with pay, for the purpose of upgrading or acquiring new skills that are job related, when requested by the Board and mutually agreed upon. Any costs associated with the course shall be paid for by the Board. Travel shall be reimbursed as per Board policy.

### 22.02 Uniforms

The Board shall supply each Maintenance Working Foreman with four (4) pairs of pants and four (4) shirts per year. The Board shall provide each full-time and regular part-time custodian with three (3) articles of board approved clothing per year, which shall include shirt, pants, smock or any combination thereof.

Every four (4) years, three (3) of the above articles of clothing may be substituted for a board-approved winter jacket.

### 22.03 Employees shall not be required to provide tools to carry out their duties.

- (a) Allowances for Employees Delivering Mail: All employees who are required to use their vehicle within each town who are responsible for pick up and delivery of Board mail shall be paid a \$6.00 per day mileage allowance.

Where an employee is required to deliver mail and carry out other errands, they will be paid the greater of mileage as outlined in Article 22.03 (b), or the mail delivery allowance as outlined in Article 22.03 (a).

- (b) Employees using their cars for Superior-Greenstone District School Board business shall be paid mileage in accordance with Board policy.

## **Article 23 - EMPLOYEE FUNDED LEAVE PLAN**

- 23.01 There shall be an Employee-Funded Leave Plan.
- 23.02 The details of the plan are included as Appendix A of this Agreement.

## **Article 24 - METHOD OF PAY**

- 24.01 A statement of semi-monthly payment showing deductions and net pay will be provided to each employee.
- 24.02 The employee's wages shall be paid on the 15th and 30th of each month.
- 24.03 The employer shall compensate all employees for all regular hours worked including all hours worked in excess of 2,080 hours per year.

## **Article 25 - NEGOTIATING COMMITTEE**

- 25.01 The Board acknowledges the right of the Union to appoint or to otherwise select a Union Negotiating Committee, hereinafter referred to as the "Committee" consisting of not more than five (5) employees who shall not be probationary employees as described in Article 9.0 of this Agreement. The Union shall notify the Board in writing of the names of the employees on the committee.
- 25.02 The Board will pay the regular wages for the Unions negotiating committee and bill the Union for the cost. Payment of the negotiating committee shall not be the Board's responsibility.

25.03 The Board acknowledges the right of the Union to appoint or to otherwise select five (5) Union Stewards, one of whom will be designated as a Branch Local Union President for the purpose of carrying out Steward functions as set out in this Collective Agreement. Union Stewards shall not perform their functions during working hours unless authorized by the express provisions and terms of this

Collective Agreement: Prior to leaving their regular duties a Union Steward shall receive permission from their immediate supervisor, which permission shall not be unreasonably withheld.

25.04 No union officer or member shall have any privilege beyond those enjoyed by all employees expressly provided in this Agreement.

## Article 26 - **DURATION OF AGREEMENT**

26.01 This Agreement shall become effective as of the 1st day of September 2022 and shall remain in effect until the 31st day of August 2026.

## Article 27 - **AUTHORITY OF THE UNION**


27.01 The Service Employees Union, Local 2, C.L.C. and its duly appointed or elected representatives, herein mentioned, agree that they have the authority from the members of the said Local to enter into this Agreement and agree that this Agreement shall be binding upon the Service Employees Union Local 2, and the said Local, and/or their members, under the laws of Ontario.

Signed this 21 day of August, 2025.

For the Union

  
\_\_\_\_\_

For the Board

  
\_\_\_\_\_  
*Denis Nault*

## SCHEDULE "A": SALARY SCHEDULE

<b>Classification</b>	Aug 31 2019	Sept 1 2019	Sept 1 2020	Sept 1 2021	Sept 1 2022	Sept 1 2023	Sept 1 2024	Sept 1 2025
<b>Head Custodian</b>	26.163	26.621	27.087	28.103	29.103	30.103	31.103	32.103
<b>Custodian</b>	24.928	25.364	25.808	26.776	27.776	28.776	29.776	30.776
<b>Maintenance</b>	31.805	32.362	32.928	34.163	35.163	36.163	37.163	38.163
<b>Casual</b>	17.253	17.555	17.862	18.532	19.532	20.532	21.532	22.532

The casual rate of pay outlined above will apply to new hires as of September 1, 1999, onward.

## SCHEDULE "B"

### SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD

#### Letterhead

Dear;

Under the terms of the Collective Agreement between the Superior-Greenstone District School Board and the Service Employees Union, Local 2, you are entitled to a Retirement Gratuity in the amount of \$ \_\_\_\_\_

Unless we receive written instructions from you regarding the method of payment within thirty (30) days of your receipt of this Notice, this Gratuity will be paid directly to you, with the following deductions:

Income Tax:     \$ \_\_\_\_\_

Other:           \$ \_\_\_\_\_

The Service Employees Union, Local 2 advises that you seek advice before this gratuity is paid directly to you, as the above deductions can be avoided.

(Authorized Signature)

# **APPENDIX "A"**

## **Employee-Funded Leave Plan**

### **APPLICATION**

#### **Employee-Funded Leave Plan**

##### **1.0 Preamble**

The Superior-Greenstone District School Board and the Service Employees Union, Local 2 assume no responsibility for any consequences arising out of this plan related to effects on employee OMERS provisions, income tax arrangements, Employment Insurance, the Canada Pension Plan or any other liabilities incurred by an employee as a result of participation in this plan.

##### **2.0 Description**

- 2.1 This employee-funded leave plan is developed to afford employees the opportunity of taking a leave of absence through deferral of salary to finance the leave.

##### **3.0 Application**

- 3.1 An employee must make written application to the Director of Education on or before January 31st requesting permission to participate in the plan commencing in September of the same calendar year.
- 3.2 Written acceptance, or refusal, of the employee's request, with explanation, will be forwarded to the employee by April 1st in the school year in which the request is made.
- 3.3 Approval of individual requests to participate in the plan shall rest solely with the Board.

##### **4.0 Pay Deduction Formula and Leave of Absence**

- 4.1 In each year of the plan preceding the year of leave, an employee will be paid a reduced per centum of their wages and applicable allowances. The remaining per centum of annual salary will be deferred and this accumulated amount, plus interest earned, shall be retained for the employee by the Board in a True Savings Account at the Board's



Bank. No more than one-third of the employee's wages will be deferred in each year.

(a) OR, with the approval of the Board, an employee may elect some alternate method of funding their leave.

(b) Union dues and OMERS deductions will be at the direction of the appropriate agency.

4.6 An employee may apply to take his leave in other than the fifth year of this plan, if mutually agreed to by the employee and the Board, but the leave shall not commence any later than the seventh year of the plan.

4.7 An employee returning from their leave shall remain in the employ of the Board for at least one (1) year.

4.8 Interest or other additional amounts which accrue in the Account mentioned in Article 4.1 shall be paid each year to the employee as accrued. The deferred wages placed in the account shall be paid to the employee during the leave period.

#### 5.0 Terms of Reference

5.1 On return from a leave an employee will be assigned to their same position (including position of responsibility), or, if said position no longer exists, the employee will be governed by the appropriate terms of this Agreement.

5.2 Service and seniority will be accumulated during the year of leave.

5.3 An employee enrolled in this plan whose employment has been terminated shall be paid any monies deferred plus interest accrued to the date of withdrawal from the plan in accordance with Article 5.4 below.

5.4 Repayment shall be made as per Agreement between the employee and the Board.

5.5 Should an employee die while participating in this plan, any monies accumulated, plus interest accrued at the time of death, will be paid to the employee's estate.

- 5.6 All employees wishing to participate in the plan shall be required to sign an Agreement supplied by the Board before final approval for participation will be granted.
- 5.7 Board approval is required to withdraw from the plan.

# SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD

## APPLICATION

For Participation in the Employee-Funded Deferred-Wages Leave Plan

I have read the terms and conditions of Superior-Greenstone District School Board's Employee-Funded Deferred-Wages Leave Plan and hereby agree to enter the plan under the following terms and conditions:

### **1.0 Enrolment Date**

I wish to enroll in the plan commencing \_\_\_\_\_

### **2.0 Year of Leave**

I wish to take my Leave of Absence from Superior-Greenstone District School Board from:

\_\_\_\_\_ to \_\_\_\_\_

### **3.0 Financial Arrangements**

The financing of my participation in the Employee-Funded Deferred-Wage Leave Plan shall be according to the following schedule:

- 3.1 Commencing September 1, 20\_\_, I wish to defer \_\_ % of each of my salary payments for the next years.
- 3.2 Annually, Superior-Greenstone District School Board agrees to provide me with a statement regarding the status of my account.
- 3.3 In the year of my leave, the total monies accumulated to the effective date of the leave will be paid to me in one or two lump sum payments as mutually agreed between myself and the Board.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Signature of Board Representative

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Present School

# LETTER OF UNDERSTANDING

- Between -

**Superior-Greenstone District School Board**

- And -

**Service Employees International Union, Local 2**

Re: Twenty (20) Minute Paid Lunch

Notwithstanding Article 18.0 (Hours of Work and Overtime), employees who, as of the date of ratification, have a twenty-minute paid lunch period will continue to receive a twenty (20) minute lunch period.

# LETTER OF UNDERSTANDING

- Between -

**Superior-Greenstone District School Board**

- And -

**Service Employees International Union, Local 2**

Re: Uniforms

Effective the date of ratification, and for the duration of the collective agreement, the parties agree to amend Article 22.03 as follows;

The Board shall supply each Maintenance Working Foreman with four (4) pairs of pants and four (4) shirts per year. The Board shall provide each fulltime, regular part-time and casual custodians with four (4) articles of board approved clothing per year, which shall include two (2) shirts, two (2) pants, smock or any combination thereof. Every three years, four (4) of the above articles of clothing may be substituted for a board-approved winter jacket or winter boots.

# LETTER OF UNDERSTANDING

- Between -

**Superior-Greenstone District School Board**

- And -

**Service Employees International Union, Local 2**

Re: Protective Footwear

Effective the date of ratification, the Board will provide \$200 for custodians and \$200 for maintenance employees per calendar year upon presentation of receipt for CSA approved boots, to each employee who is required by the Board or by the Occupational Health and Safety Act to wear safety footwear during the course of their duties. Where the Board has paid for footwear under this clause, the safety footwear will be worn during the employee's course of duties