

COLLECTIVE AGREEMENT

between

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

- and -

Service Employees International Union, Local 2



Effective Date: September 1, 2014
Expiry Date: August 31, 2017

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PART A – EWAO – ATEO – CENTRAL TERMS

EWAO – 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** 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 (2) 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 Section 36 and 41(1) of the *School Boards Collective Bargaining Act, 2014*, the term of this collective agreement, including central terms and local terms, shall be from September 1, 2014 to August 31, 2017, 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 Sections 28 and 31 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.
- b. Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry 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.

C.4.5 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.

C.4.6 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.

C.4.7 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

Parties have agreed to participate in a Provincial Benefit Trust, set out in the appended Letter of Agreement #8, subject to the due diligence process contained therein. The date on which a Board commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

C5.1 Funding

- a) The funding per full-time equivalent employee will be calculated as per the appended Letter of Agreement.

C5.2 Cost Sharing

- a) With respect to the funding in C.5.1 a), should there be an amount of employee co-pay, the Trust shall advise boards what that amount shall be. Unless advised otherwise, there will be no deductions upon the Participation Date.
- b) Any further cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C5.3 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

C5.4 Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

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.

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.

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 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) days at 100%-wages. The permanent Employee will also be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of regular salary reduced by any paid sick days already taken in the current fiscal year.

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

Employees on Long Term Supply Assignments

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

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

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

the allocation and applied retroactively.

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under 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. 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

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

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

k) Top-up Provisions

Employees accessing short term disability leave 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 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 Critically Ill Child Care Leave

- a) Family Medical Leave or Critically Ill Child Care 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.

C12.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT

- a) An Employee eligible for a Sick Leave Credit retirement gratuity as per Appendix B shall have the option of receiving a payout of his/her gratuity on the employee's first pay date in the 2016/2017 school year, or on the employee's normal retirement date.
- b) The employee must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix B. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 61 less the employee's age as at June 30, 2016.

- d) If an Employee is older than the average age noted in c) above as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.
- e) Where the employee opts for an early payout of the retirement gratuity, an employee may request the retirement gratuity, or a portion thereof, be transferred to an RRSP or OMERS AVC (Additional Voluntary Contribution) account. The employer will transfer the retirement gratuity, or portion thereof, to an RRSP or OMERS AVC account based on appropriate documentation and forms, completed by the employee, from their financial institution. The payout, whether transferred as described above or paid directly to the employee, is subject to withholdings in accordance with CRA requirements.

APPENDIX A

EWAO-ATEO / COUNCIL OF TRUSTEES' ASSOCIATIONS NOTICE OF CENTRAL DISPUTE

Name of Board where Dispute Originated:	
EWAO-ATEO Local & Bargaining Unit Description:	
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 2008-2012 collective agreements, subject to modifications made during local bargaining in 2012-2013, if any. The items listed below shall not be subject to local bargaining or to amendment by the local parties.

Items:

- Allowances
- Staffing levels
- Paid Vacations and Holidays (including statutory holidays)
- Hours of Work
- Work week
- Work year (excluding local arrangements related to summer scheduling)
- Planning time for DECEs and EAs

LETTER OF AGREEMENT #2

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 Requiring Amendment and Incorporation

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. The following language must, however, be aligned with current local provisions in order to reflect the provisions of the applicable 2012-2013 MOUs. The following issues are not subject to local bargaining or amendment by the local parties. Any disputes arising from these provisions may form the subject of a central dispute.

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB

The following pregnancy/parental/SEB proposal is intended to reflect the current practice and is not intended to improve or reduce benefits.

Common Central Provisions

Maternity Benefits/SEB Plan

- a) A full-time and part-time permanent employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Plan (STLDP).

- b) Full-time and part-time permanent employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- e) Employees in term assignments shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

Employees not defined above have no entitlement to the benefits outlined in this article.

Short Term Paid Leave Plans

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

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

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

WSIB TOP-UP

Where a class of employees was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.

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

RETIREMENT GRATUITIES

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

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

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

The following language applies only to those employees eligible for the gratuity above.”

SICK LEAVE TO BRIDGE LONG TERM DISABILITY WAITING PERIOD

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

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

LETTER OF AGREEMENT #3

BETWEEN

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario
(Hereinafter 'EWAO-ATEO')**

AND

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

Re: Job Security

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

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

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

3. For the purpose of this Letter of 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, 2017.

LETTER OF AGREEMENT #4

BETWEEN

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario
(Hereinafter '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 #5

BETWEEN

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario
(Hereinafter 'EWAO-ATEO')**

AND

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

RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) replaces the current Voluntary Leave of Absence program (VLAP) and is available to all permanent employees for the 2015-2016 and 2016-2017 school years. Employees approved for SULP days shall not be replaced.

For employees who work a 10-month year a school board will identify:

- 1) up to two (2) Professional Activity days in the 2015-2016 school year;
 - 2) two (2) Professional Activity days in the 2016-2017 school year;
- that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a school board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the 2015-2016 and 2016-2017 school years. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017 school year, the days will be designated by June 15, 2016. All interested employees will be required to apply, in writing, for leave for the 2016-2017 school year by no later than September 30, 2016. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be considered with mutual consent.

Half day leaves may be approved, subject to the system and operational needs of the board and school.

For employees enrolled in the OMERS pension, the employer will deduct the employee and employer portion of pension premiums for the unpaid days and will remit same to OMERS. The following clause is subject to either Teacher Pension Plan amendment or legislation:

Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the

Scheduled Unpaid Leave Plan (SULP) with the following principles:

- i) Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;
- ii) The government/employer will be obligated to match these contributions;
- iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
- iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and Income Tax Act.

This Letter of Agreement expires on August 30, 2017.

LETTER OF AGREEMENT #6

BETWEEN

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario
(Hereinafter 'EWAO-ATEO')**

AND

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

Re: Long Term Disability (LTD) Plan Working Group

The parties acknowledge that increases in premiums for LTD plans are a significant issue.

The parties agree to review the issue of affordability of LTD plans for both boards and employees who pay LTD premiums (in whole or in part) in support of existing LTD plan arrangements.

A joint central committee of board staff and EWAO-ATEO members shall be established to review options related to sustainability and affordability of LTD plans. Options may include, but are not limited to:

- i) Exploring a common plan through a competitive tendering process
- ii) Exploring other delivery options through a competitive tendering process
- iii) Reviewing joint proposals from local boards and units to effect changes to plan design to reduce costs.

The central parties agree that local boards and units may discuss and mutually agree, outside of the context of collective bargaining, to make plan design changes with a view to reducing premiums.

Pending the outcome of the Long Term Disability (LTD) Plan Working Group or local agreements regarding plan design changes as contemplated herein, current LTD plans will remain status quo.

LETTER OF AGREEMENT #7

BETWEEN

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario
(Hereinafter '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 #8

BETWEEN

**The Ontario Public School Board Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Catholic School Trustees Association
(hereinafter called 'OCSTA')**

AND

**Association franco-ontarienne des conseils scolaires catholiques
(hereinafter called 'AFOCSC')**

AND

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

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement (LOA), all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The EWAO-ATEO shall request inclusion into the AEFO Employee Life and Health Trust (ELHT), (hereinafter, the "Trust") within fifteen (15) days of central ratification. Should EWAO-ATEO fail to reach agreement, consistent with the parameters contained herein, by February 29, 2016, the parties to this LOA will meet to consider other options.

The parties to this LOA agree to comply with the Trust's requirements. If AEFO agrees to accept the request for inclusion, the provisions of the agreement between EWAO-ATEO and AEFO shall be reflected in the AEFO trust agreement.

The provisions contained herein shall be applicable to EWAO-ATEO within the Trust.

The Participation Date for EWAO-ATEO shall be no earlier than February 1, 2017 and no later than August 31, 2017 and may vary by Board.

1.0.0 GOVERNANCE

1.1.0 EWAO-ATEO shall be a separate division within the Trust and accounted for separately.

1.2.0 The parties confirm their intention to develop a governance structure that may include the following:

- a) the addition of a non-voting trustee to be appointed by the EWAO-ATEO to the AEFO board of Trustees or an alternative representation option available pursuant to the terms of the Trust
- b) the creation of an EWAO-ATEO subcommittee of the Trust with the following responsibilities pertaining to the EWAO-ATEO division:
 - i) Plan design and amendments,
 - ii) Use of surpluses,
 - iii) Necessary actions or decisions required during a period in which the claims fluctuation reserve is less than 8.3% of annual expenses over a projected three year period,
 - iv) Any matter related to copay arrangements, and
 - v) Any other matters as appropriate.

The sub-committee decisions must comply with the requirements of the Trust and be approved by the Trust.

2.0.0 ELIGIBILITY and COVERAGE

2.1.0 The following EWAO-ATEO represented employees are eligible to receive benefits through the Trust:

- 2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.
- 2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the "Board(s)" benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 2.1.4 No individuals who retire after the Board Participation Date are eligible.

2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment

(AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

- 2.3.0 Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

3.0.0 FUNDING

3.1.0 Start-Up Costs

- 3.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.
 - b. A one-time contribution of 2.6% of annual benefit costs (estimated to be approximately \$325,000), to cover start-up costs and/or reserves.
- 3.1.2 The one-time contributions in 3.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 3.1.3 The Crown shall pay \$160,000 of the startup costs referred to in s. 3.1.1 (b) on the date of ratification of the central agreement and shall pay a further \$160,000 subject to the maximum amount referred to in s. 3.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 3.1.1 (b), shall be paid by the Crown on the day the Trust becomes effective. The funds shall be transferred as instructed by EWAO-ATEO subject to the province's transfer payment and accountability requirements.

3.2.0 On-Going Funding

- 3.2.1 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-

share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Board.

- 3.2.2 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 3.2.3 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 3.2.4 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 3.2.5 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 3.2.8 The Trust shall retain rights to the data and the copy of the software systems.

3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.
Total Cost excludes retiree costs.
The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.
 - ii) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c. All amounts determined in this Article 3 shall be subject to a due diligence review by EWAO-ATEO. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by EWAO-ATEO. If any amount cannot be agreed between EWAO-ATEO and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
 - i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if

either EWAO-ATEO or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either EWAO-ATEO or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.

- ii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.10, EWAO-ATEO or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust the amount determined in s. 3.2.9 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
- f. An amount of \$300 per FTE, in addition to 3.2.9 (d) and 3.2.9 (e) will be added to the base funding in 2016-17.
- g. With respect to 3.2.9 (d) and 3.2.9 (e) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program and Long Term Disability Plan shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- j. Funding previously paid under 3.2.9 (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will

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

- k. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and EWAO-ATEO.
- l. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 3.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.
- m. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- n. The Boards shall deduct premiums as and when required by the Trustees of the Education Sector ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the Education Sector ELHT with supporting documentation as required by the Trustees.
- o. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- p. Some EWAO-ATEO members currently contribute to the payment of employee benefits at varying levels in accordance with local collective agreements, generally referred to as "Co-Pay". This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the "Co-Pay", the Crown will provide funding equivalent to the reduction of the "Co-Pay" amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last board's participation date.

4.0.0 TRANSITION COMMITTEE

- 4.1.0 Subject to the approval of AEFO, EWAO-ATEO may have representation on the AEFO transition committee regarding all matters that may arise in the creation of the EWAO-ATEO division.

5.0.0 PAYMENTS

- 5.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that the funding amount provided for benefit of the EWAO-ATEO members must be provided to the Trust in accordance with the Letter of Agreement.

6.0.0 ENROLMENT

- 6.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within 15 to 30 days from their acceptance of employment.
- 6.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 6.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 6.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 6.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

7.0.0 ERRORS AND OMISSIONS RELATED TO DATA

- 7.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 7.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 7.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 7.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon 30 days written notice.

8.0.0 CLAIMS SUPPORT

- 8.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 8.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

9.0.0 PRIVACY

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

Appendix A – HRIS File

Each Board may choose to provide to the Trustees of the Education Sector ELHT directly, or provide authorization through its Insurance Carrier of Record to gather, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the Education Sector ELHT and the employer representatives:

- a. complete and accurate enrolment files for all members, member spouses and eligible dependents, including:
 - i. names;
 - ii. benefit classes;
 - iii. plan or billing division;
 - iv. location;
 - v. identifier;
 - vi. date of hire;
 - vii. date of birth;
 - viii. gender;
 - ix. default coverage (single/couple/family).
- b. estimated return to work dates;
- c. benefit claims history as required by the Trustees;
- d. list of approved pre-authorizations and pre-determinations;
- e. list of approved claim exceptions;
- f. list of large amount claims based on the information requirements of the Trustees;
- g. list of all individuals currently covered for life benefits under the waiver premium provision; and member life benefit coverage information.

LETTER OF AGREEMENT #9

BETWEEN

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario
(Hereinafter 'EWAO-ATEO')**

AND

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

Re: Central Labour Relations Committee

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

- Provision of information relating to bargaining unit members, including scope, manner of disclosure and timing, in order to assist the parties in preparation for the next round of central bargaining
- Medical Intervention Training
- Staffing for Supervision
- Violence Prevention Training
- Workload for custodial maintenance workers
- Concerns, if any, regarding systemic issues relating to allocation or application of sick leave/short term disability leave
- Any other issues raised by the parties

LETTER OF AGREEMENT #10

BETWEEN

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario
(Hereinafter 'EWAO-ATEO')**

AND

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

AND

The Crown

Re: Early Childhood Educators Work Group (FDK)

The parties and the Crown agree that within sixty (60) days following central ratification, a work group consisting of equal numbers of CTA/Crown and EWAO-ATEO representatives shall convene to consider and make recommendations concerning Early Childhood Educators including, but not limited to the following:

- Hours of work
- Preparation time
- FDK class size
- Students with special needs
- Staffing levels
- Professional collaboration and development
- the feasibility of establishing Itinerant Lead positions within the bargaining unit
- Other items which may be mutually agreed to by the parties

The work group shall make joint recommendations to the parties no later than June 30, 2016.

LETTER OF AGREEMENT #11

BETWEEN

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario
(Hereinafter 'EWAO-ATEO')**

AND

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

AND

The Crown

Re: Ministry 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 #12

BETWEEN

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario
(Hereinafter 'EWAO-ATEO')**

AND

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

AND

The Crown

Re: Provincial Health and Safety Working Group

The parties confirm their intent to participate in the Provincial Health and Safety Working Group. 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. Areas for discussion may include:

- Violence in the Workplace;
- Occupational health and safety training, including training for EWAO-ATEO members;
- Caring and Safe Schools as it relates to EWAO-ATEO members;
- Health and safety considerations in high risk areas of the school;
- Appropriate access to, and provision of, information related to students who may pose a safety risk; and
- Any other health and safety matters raised by either party.

The Crown commits to convene a meeting of the Working Group prior to December 31, 2015. EWAO-ATEO will be entitled to equal representation on the Provincial Health and Safety Working group.

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

LETTER OF AGREEMENT #13

BETWEEN

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario
(Hereinafter 'EWAO-ATEO')**

AND

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

AND

The Crown

RE: Violence Prevention Training

The parties are committed to the prevention of violence in the workplace and recognize that staff training is important in achieving this objective.

EWAO-ATEO will be consulted, through the Central Labour Relations Committee, regarding the development/purchase of a training program on the prevention of violence for employees whose core duties require them to work directly in contact with students who may pose a safety risk. The Crown agrees to fund the development/purchase.

The Central Labour Relations Committee will consider the following points in developing the training program including:

- Primary prevention practices including appropriate disclosure of information;
- Causes of violence;
- Factors that precipitate violence;
- Recognition of warning signs;
- Prevention of escalation;
- Controlling and defusing aggressive situations; and
- Employee reporting obligations.

The training program will be made available to boards and EWAO-ATEO no later than November 30, 2016. EWAO-ATEO agrees to this training program being made available to all employees.

Local boards will consult with local unions regarding the implementation of the training program.

LETTER OF AGREEMENT #14

BETWEEN

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario
(Hereinafter 'EWAO-ATEO')**

AND

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

Re: Additional Professional Activity (PA) Day

The parties confirm that should there be an additional PA Day beyond the current 6 PA days in the 2015-16 and/or the 2016-17 school years, there will be no loss of pay for EWAO-ATEO members (excluding casual employees) as a result of the implementation of these additional PA days. For further clarity, the additional PA day will be deemed a normal work day. EWAO-ATEO members will be required to attend and perform duties as assigned. Notwithstanding these days may be designated as Sulp days.

LETTER OF AGREEMENT #15

BETWEEN

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario
(Hereinafter 'EWAO-ATEO')**

AND

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

AND

The Crown

RE: Regulated Support Staff Compensation Sub-Committee

Whereas there are varying salaries of EWAO-ATEO members among Ontario's publicly funded School Boards with various regulated professions, the parties agree:

Within thirty (30) days of ratification of the final local agreement, a working group deemed to be a sub-committee of the Central Labour Relations Committee shall be established, consisting of up to twelve (12) members as follows:

- * Up to two (2) selected by and representing the Crown;
- * Up to four (4) selected by and representing the CTA; and,
- * Up to Six (6) selected by and representing EWAO-ATEO.

The sub-committee shall meet, on a without prejudice basis, to conduct a study on compensation for certain EWAO-ATEO Education Support Staff employed by Ontario's publicly funded School Boards. The job classes to be studied are CYWs and those job classes traditionally covered by PSSP Bargaining Units. For clarity, Educational Assistants, Early Childhood Educators and skilled trades are not included in this group.

The sub-committee shall complete its mandate and report back to the Central Labour Relations Committee, no later than March 30, 2017.

LETTER OF AGREEMENT #16

BETWEEN

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario
(Hereinafter 'EWAO-ATEO')**

AND

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

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.

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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-Greystone District School Board engaged in maintenance, custodial, and plant 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 nonmembership 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 Plant 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 Plant Services or the Manager of Plant 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 his 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. This request should be mailed by registered post or personally served to the Board representative or by facsimile to the Board Representative if notified by telephone that the document is being sent. 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 his employment and believes that his discharge results from an unjust application of the provisions of this Agreement, he 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 his 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 his employment with the Board;

10.04 An employee whose status changed from full-time to part-time or casual shall receive credit for his 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.

- (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 Plant 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 his 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 his 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 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 for a period of five (5) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing 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 Chief Steward 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 Chief Steward.

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 his 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 forty-five (45) 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 his former position with no loss of seniority, wages or other rights and privileges that his 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.
- 12.09 It shall be the Head Custodian's responsibility to inform all employees who are on sick leave that a job has been posted. The Board will send a memo to all Head Custodians by September 15th of each year informing them of the job posting process and their responsibility.

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 his 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 Plant 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 and benefits or sick leave credits 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 his or her return from the leave subject to the layoff/recall provisions of this agreement.

- 15.02 Any leave of absence permit must be in writing and signed by the authorized Board official.
- 15.03 An employee not reporting for work must notify the Coordinator of Plant Services before the beginning of his duty time, or must give reason satisfactory to the Coordinator of Plant 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 Plant Services of his 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 Plant 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 dependants, 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, life insurance, accidental death, extended health and dental plans 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 his or her 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 he or she also took a pregnancy leave, or

Up to 37 weeks if he or she 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 his or her 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 his or her 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, life insurance, accidental death, extended health and dental plans 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. The Board shall contribute its proportion, if any, of any benefit premiums this Agreement obligates the Board to pay during the period when an employee is receiving Long Term Disability of Workers' Compensation Benefits. 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 Plant 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 31st 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 Plant Services. Maintenance Working Foremen vacations shall be scheduled any time during the year with approval of the Manager of Plant Services. Requests for vacation shall not be unreasonably denied.

The vacation period may start June 15th, 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 Plant Services or designate.

Vacations to be taken between June 15th 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 30th 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 1st, 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 Plant 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 on a rotating basis, 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) Work Day: 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.

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 his 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 his applicable hourly rate for all time actually worked in excess of:

- (a) eight (8) hours in one (1) work day; or
- (b) forty (40) hours per week; or
- (c) five (5) days in a week.

Time allowed as overtime in any work day 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 work day 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 his 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 Plant Services, Manager of Plant 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.

- (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 Plant 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.
- (c) Persons holding temporary positions shall not compress their work week in the summer.

ARTICLE 19 - GROUP LIFE AND WELFARE PLANS

19.01 The Board shall contribute 100% towards the premium costs for the benefits listed below with the exception of the LTD benefit. Employees shall pay the remaining premium costs through payroll deduction. Employees shall pay 100% of the premium costs for LTD.

- 1. Life insurance for the employee equal to 300% of annual salary to a maximum of \$150,000 convertible.
- 2. Dependent Life Insurance:
 - (a) Spouse - \$20,000
 - (b) Each Child - \$10,000
- 3. Long Term Disability Insurance with a ninety (90) day waiting period.

4. Accidental Death and Dismemberment equal to 300% of annual salary to a maximum of \$150,000.
5. Medical Insurance (\$5.00 deductible per prescription), excess Doctors' fees, private hospital accommodation where available, vision care, etc.

Vision Care Maximum: \$400.00 / 12 months
(to include cost of annual eye exam.)
Hearing Aids coverage: \$2,000.00 per 5 years
Chiropractic fees: \$15.00 per visit for first 20 visits

6. Dental Benefit Plan (current ODA fee schedule)
Crowns: Maximum \$1,500.00 per person per calendar year

(1, 3 and 4 above are conditions of employment)

- 19.02 Employees on leaves of absence are entitled to continue in the benefit package with the employee paying 100% of the cost, unless the employee is receiving Long-Term Disability or Workers' Compensation, in which case the Board shall pay the entire cost of benefit premiums provided the employee pays his share if any.

Employee payments must be received at the Board Office prior to the 15th of the month. Failure to do so will result in automatic termination of benefits.

- 19.03 Any changes to this benefit package caused by negotiation of this Agreement will become effective the first day of the month after the date of signing this Collective Agreement.

19.04 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.

19.05 Cumulative Sick Leave

19.05.01 The number of sick days credited to a part-time employee for the year shall be in the same proportion as his work time is to a full year.

19.05.02 Every period of absence is to be reported by all personnel by notifying the person designated by the Board as soon as possible.

19.06 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.

19.06.01 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.

19.06.02 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.

19.06.03 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 his accumulated sick leave credits.

19.07 Benefits for Part-Time Employees

Part-time employees shall be entitled to participate in the Benefit Plans on a 50% employees and 50% employer cost basis.

Part-time employees regularly working in excess of twenty-five (25) hours per week, averaged over a three (3) month period, shall receive benefits as though they were full-time.

19.08 The Board may negotiate with a Benefit Plan insurer of its own choice, however in no case will the benefits be reduced as a result. The Benefits Plans are not part of the Collective Agreement. The Board's sole obligation shall be to make contributions towards the premium costs of the benefits and to ensure that the plan complies with the Collective Agreement.

19.09 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.

19.10 Retired Employees

All employees retiring on or after June 30, 2001 will have the option to continue in the Board's Extended Health and Dental Insurance plans. The participant is responsible for 100% of the premium costs for these plans. Payments are to be made in two installments on September 1st and March 1st. The onus is upon the participant to ensure payment is received by the Board on time. Failure to meet the above deadlines will result in automatic cancellation of the benefits.

The Board will send notice of the required premium thirty (30) days prior to the due date to the address of last record. The coverage is non-transferable upon death of the retired employee and will not be extended beyond the month the employee turns 65 years of age.

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 his 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 his return to the Bargaining Unit.

ARTICLE 22 - ALLOWANCES

22.01 Protective Footwear

The Board will provide \$120.00 for custodians and \$120.00 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 his duties. Where the Board has paid for footwear under this clause, the safety footwear will be worn during the employee's course of duties.

22.02 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.

22.03 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.

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

22.05

- (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 \$4.00 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 22.05 (b), or the mail delivery allowance as outlined in Article 22.05 (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 Chief Steward 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

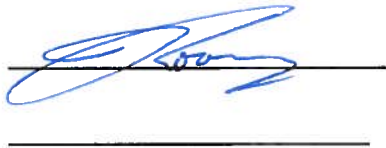
26.01 This Agreement shall become effective as of the 1st day of September, 2014, and shall remain in effect until the 31st day of August, 2017.

ARTICLE 27 - AUTHORITY OF THE UNION

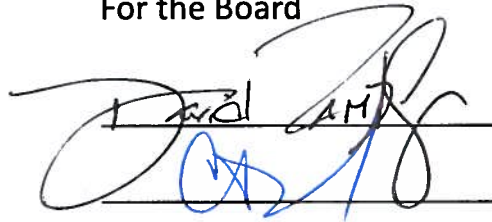
27.01 The Service Employees Union, Local 2, C.L.C. and its duly appointed or elected representatives, herein mentioned, agree that they have the authority from the members of the said Local to enter into this Agreement and agree that this Agreement shall be binding upon the Service Employees Union Local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

Signed this 1 day of MAY, 2018.

For the Union

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For the Board

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SCHEDULE "A": SALARY SCHEDULE

Classification	Effective Sept. 1 2014	Effective Sept. 1 2016	Effective Feb. 1 2017
Head Custodian	\$24.770	\$25.018	\$25.143
Custodian	\$23.601	\$23.837	\$23.956
Maintenance	\$30.113	\$30.414	\$30.566
Casual	\$16.335	\$16.498	\$16.580

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 his 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 his leave.
- (b) Union dues and OMERS deductions will be at the direction of the appropriate agency.
- 4.2 While an employee is enrolled in the plan, and not on leave, any benefits tied to salary shall be structured according to the wages the employee would have received had he not enrolled in the plan.
- 4.3 An employee's fringe benefits will be maintained by the Board during his leave of absence; however, the premium costs of all fringe benefits shall be paid by the employee during the year of absence at the Board's group rates.
- 4.4 While on leave, any benefits tied to wage level shall be structured according to the wage the employee would have received in the year prior to taking the leave had he not been enrolled in the plan, or according to the wage the employee would receive in that year if he was not enrolled in the plan, at the option of the employee.
- 4.5 Where fringe benefits are not a condition of employment, a participant may choose to opt out in the year of his leave. If so, the reinstatement of these benefits upon return from leave will be subject to the conditions of the insuring company.
- 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 his 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 his 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 Sick leave credits and 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 -

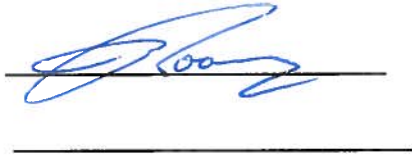
Service Employees International Union, Local 2

Re: Full-Time Benefits

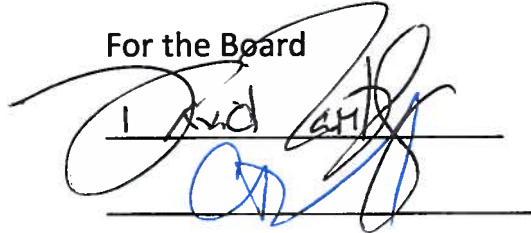
Notwithstanding Article 19.0 (Group Life and Welfare Plans), employees who, as of the date of ratification, work less than twenty-four (24) hours but receive full-time benefits will continue to qualify for full-time benefits.

Signed this 1 day of May, 2018.

For the Union



For the Board



LETTER OF UNDERSTANDING

- Between -

Superior-Greenstone District School Board

- And -

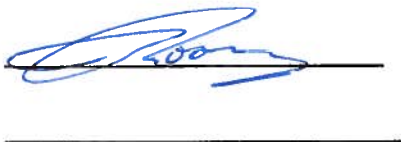
Service Employees International Union, Local 2

Re: Six (6) – Hour Employees

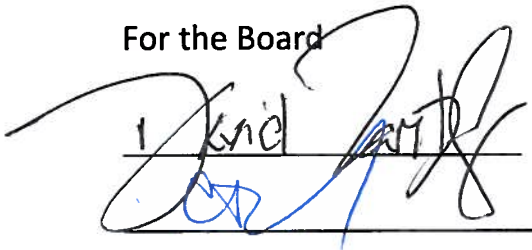
Notwithstanding Article 19.0 (Group Life and Welfare Plans), employees working as six (6) hour part-time employees shall be exempt from the mandatory benefit provision outlined in 19.01.

Signed this 1 day of May, 2018.

For the Union

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For the Board

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LETTER OF UNDERSTANDING

- Between -

Superior-Greenstone District School Board

- And -

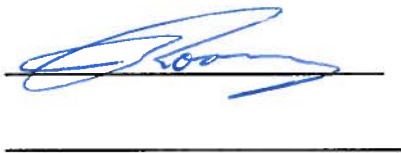
Service Employees International Union, Local 2

Re: Twenty (20) Minute Paid Lunch

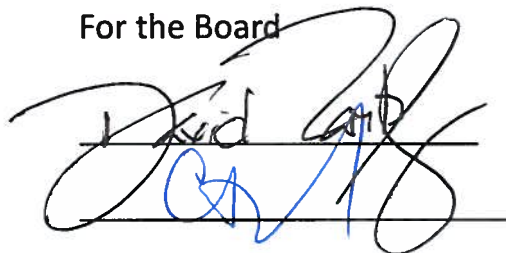
Notwithstanding Article 18.0 (Hours of Work and Overtime), employees who, as of the date of ratification, have a twenty minute paid lunch period will continue to receive a twenty (20) minute lunch period.

Signed this 1 day of May, 2018.

For the Union

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For the Board

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LETTER OF UNDERSTANDING

- Between -

Superior-Greenstone District School Board

-And-

Service Employees International Union, Local 2

Re: Benefits

In accordance with the Letter of Understanding Agreement #8 within Part A (Central Terms) of this collective agreement titled “Benefits”, all employees subject to the Memorandum of Settlement concluded between the EWAO, the CTA and the Crown on November 21, 2015, will be covered by an Employee Life and Health Trust (ELHT). It is expected that the transfer of employees from the Superior-Greenstone District School Board to the Trust will be completed by August 31, 2017.

When the transfer to the Trust is effective and complete, the following clauses contained within Part B (of the locally negotiated terms) of this collective agreement will be considered no longer in effect and removed from the local agreement:

Articles 19.02, 19.03, 19.08, 19.09, 19.11

Appendix A – Employee Funded Leave Plan: 4.2, 4.3, 4.4, 4.5.

Letters of Understanding

Full-Time Benefits – Delete

6 Hour Employees – Delete

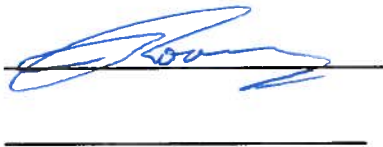
In addition, Article 10.05 (ii), 15.11, and 19.01 of Part B of this collective agreement shall be deemed amended to read as follows from that moment:

10.05 (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.**

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. ~~The Board shall contribute its proportion, if any, of any benefit premiums this Agreement obligates the Board to pay during the period when an employee is receiving Long Term Disability or Workers' Compensation Benefits.~~ 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.

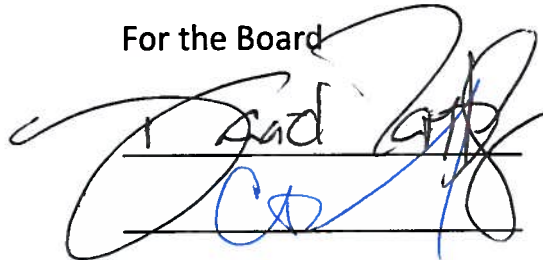
Signed this 1 day of MAY, 2018.

For the Union



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For the Board



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