**COLLECTIVE AGREEMENT**

BETWEEN:

Huron - Superior Catholic District School Board

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 4148

(PLANT)

September 1, 2014 to August 31, 2019

Sault Ste. Marie, Ontario

**Table of Contents**

[**Article 1 - PURPOSE** 3](#_Toc469228342)

[**Article 2 - SCOPE** 3](#_Toc469228343)

[**Article 3 - DEFINITION OF EMPLOYEES** 3](#_Toc469228344)

[**Article 4 - UNION RECOGNITION** 4](#_Toc469228345)

[**Article 5 - HUMAN RIGHTS** 5](#_Toc469228346)

[**Article 6 - MANAGEMENT RIGHTS** 6](#_Toc469228347)

[**Article 7 - UNION COMMITTEES AND STEWARDS** 6](#_Toc469228348)

[**Article 8 - JOINT JOB EVALUATION COMMITTEE** 7](#_Toc469228349)

[**Article 9 - GRIEVANCE PROCEDURE** 7](#_Toc469228350)

[9.02 Step 1 - The Informal Complaint Meeting 8](#_Toc469228351)

[Step 2 8](#_Toc469228352)

[Step 3 8](#_Toc469228353)

[**Article 10 - ARBITRATION** 9](#_Toc469228354)

[**Article 11 - DISCHARGE AND DISCIPLINE CASES** 10](#_Toc469228355)

[**Article 12 - NO STRIKES OR LOCKOUTS** 11](#_Toc469228356)

[**Article 13 - PROBATIONARY PERIOD** 11](#_Toc469228357)

[**Article 14 - SENIORITY** 11](#_Toc469228358)

[**Article 15 - LAYOFF AND RECALL** 13](#_Toc469228359)

[**Article 16 - VACANCIES, NEW POSITIONS AND PROMOTIONS** 18](#_Toc469228360)

[**Article 17 - LEAVE OF ABSENCE** 20](#_Toc469228361)

[17.01 Union Business or Public Office 20](#_Toc469228362)

[17.02 Funeral Leave 21](#_Toc469228363)

[17.03 Pregnancy/Parental Leave 22](#_Toc469228364)

[17.04 Court Appearances 23](#_Toc469228365)

[17.05 Other Leaves 23](#_Toc469228366)

[17.07 Court/Jury Duty 24](#_Toc469228367)

[17.08 Citizenship Leave 24](#_Toc469228368)

[17.09 Compassionate Leave 24](#_Toc469228369)

[**Article 18 - WAGE RATES, CLASSIFICATIONS, HOURS OF WORK AND OVERTIME** 24](#_Toc469228370)

[18.02 Shift Premium 24](#_Toc469228371)

[18.03 Hours of Work - Elementary Caretakers, Education Centre Caretaker and Day Workers 25](#_Toc469228372)

[18.04(S) Hours of Work - Secondary 25](#_Toc469228373)

[18.05(M) Hours of Work - Maintenance Employees 26](#_Toc469228374)

[18.06 Community Use Appreciation Allowance 26](#_Toc469228375)

[18.12 Meal Allowance 28](#_Toc469228376)

[**Article 19 - VACATIONS** 28](#_Toc469228377)

[**Article 20 - RECOGNIZED HOLIDAYS** 31](#_Toc469228378)

[**Article 21 - SICK LEAVE PROVISIONS** 31](#_Toc469228379)

[**Article 22 - WORKPLACE SAFETY AND INSURANCE** 33](#_Toc469228380)

[**Article 23 – BENEFITS** 35](#_Toc469228381)

[**Article 24 - PENSION PLAN** 37](#_Toc469228382)

[**Article 25 - TOOLS AND EQUIPMENT** 37](#_Toc469228383)

[25.04 Clothing Allowance 38](#_Toc469228384)

[**Article 26 - METHOD OF PAY PLAN (PAYDAY)** 38](#_Toc469228385)

[**Article 27 - PRINTING OF AGREEMENT** 38](#_Toc469228386)

[**Article 28 - GENERAL** 38](#_Toc469228387)

[28.02 Correspondence 39](#_Toc469228388)

[28.03 Procedure Regarding Inclement Weather 39](#_Toc469228389)

[**Article 29 - SUMMER CREWS** 39](#_Toc469228390)

[**Article 30 - BULLETIN BOARDS** 40](#_Toc469228391)

[**Article 31 - TERM OF AGREEMENT** 40](#_Toc469228392)

[**Schedule “A” - Wage Rates** 40](#_Toc469228393)

[**LETTER OF UNDERSTANDING (A)** 42](#_Toc469228394)

[RE: Ontario Health Insurance Plan 42](#_Toc469228395)

[**LETTER OF UNDERSTANDING (B)** 43](#_Toc469228396)

[**LETTER OF UNDERSTANDING (C)** 45](#_Toc469228397)

[RE: OMERS Contributory Earnings 45](#_Toc469228398)

[**LETTER OF UNDERSTANDING (D)** 47](#_Toc469228399)

[**LETTER OF UNDERSTANDING (E)** 48](#_Toc469228400)

[RE: Return to Work 48](#_Toc469228401)

**Article 1 - PURPOSE**

1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Board and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

**Article 2 - SCOPE**

2.01 The Scope of this Agreement shall apply to all employees of the Huron-Superior Catholic District School Board engaged in plant maintenance and caretaker positions, save and except supervisors, and persons above the rank of supervisor.

**Article 3 - DEFINITION OF EMPLOYEES**

3.01 A Full-Time Employee is one who has successfully completed the probationary period and who regularly works forty (40) hours per week in a permanent full-time position.

3.02 A Part-Time Employee is one who has successfully completed the probationary period and who regularly works less than forty (40) hours per week in a permanent part-time position.

3.03 A Probationary Employee is one who is serving the probationary period as required under Article 13.

3.04 (a) A Casual Employee is one who works as a temporary replacement for a full-time or part-time employee, or who works in a facility where assistance is required on occasions. In order to be considered an Established Casual Employee, a person must have worked a minimum of 800 hours for the Board. These hours shall be applied to the required one thousand (1,000) hours for probation as established in Article 13.01. The hours worked, as outlined above, excludes hours worked during the training/orientation period, and any hours accumulated while on W.S.I.B. or any modified work exceeding 80 hours. Casual Employees shall be provided an orientation/training period of five (5) days when hired and shall include site specific (elementary/secondary) training by management.

 Once an employee has achieved the established casual status, their name shall be added to an Established Casual Caretaker Date of Hire List. This Established Casual Caretaker Date of Hire List shall be applied for the sole purpose of eligibility for an interview for a permanent caretaker position and shall provide no greater benefit than established in Article 3.04 (b).

 When hiring for a permanent caretaker position, the Employer will select the applicants from the Established Casual Caretaker Date of Hire List based on the earliest dates of hire (greatest length of service).

(b) The rights and privileges of a Casual Employee, for the purpose of this collective agreement are exclusively limited to the following articles:

 Purpose – Article 1

 Union Recognition – Article 4

 Human Rights – Article 5

 Management Rights – Article 6

 Grievance Procedure – Article 9

 Personnel Files – Article 11.03

 No Strike or Lock Out – Article 12

 Hours of Work – Article 18.03 & 18.04(S)

 Overtime – Article 18.07 & 18.08(S)

 Rate of Pay – Article 18.01

 Vacation – Article 19.03

 Recognized Holidays – Article 20

 Method of Pay Plan (Pay Day) – Article 26

 General – Article 28

 Term of Agreement – Article 31

 (c) Subject to the Board’s exclusive right with respect to hiring and recruitment, the Board is committed to hiring current casuals into permanent caretaking positions. Casuals shall be given first consideration for permanent caretaking positions prior to external candidates.

3.05 The Board has the right to engage casual employees as required so long as they, in so doing, do not lessen the regular work week of a Full or Part-Time Employee. Time worked by casual employees shall not be considered as time served for probationary period, except as provided for in Article 13. Time worked by casual employees shall not be considered for seniority purposes.

3.06 Where a clause in this Agreement relates solely to secondary school caretakers, this will be signified by using (S) after the Article number.

**Article 4 - UNION RECOGNITION**

4.01 The Board hereby recognizes the Union as the sole Collective Bargaining Agent for all employees covered by Article 2, in respect to hours of work, wages and all other matters as set out in this Agreement.

4.02 The parties agree that there shall be no discrimination or coercion in a manner that is contrary to the Human Rights Code exercised by any Union member or Board staff.

4.03 (a) All employees of the employer governed by Article 2.01, as a condition of continued employment, shall remain members of the Union in good standing according to the constitution and by-laws of the Union.

All new employees shall, as a condition of employment, become and remain members in good standing in the Union within thirty (30) days.

(b) The parties recognize that the Board shall not be forced to terminate or suspend the employment of an employee as a result of a dispute between the employee and the Union.

4.04 The Employer shall deduct from every employee governed by Article 2.01 any dues, initiation fees, or assessments levied in accordance with the Union Constitution and by-laws, and such deductions shall be remitted to the National Secretary-Treasurer or designate of the Canadian Union of Public Employees not later than the sixth of the following month. Such remittance shall be accompanied with an electronic list of the names, addresses, phone numbers, hours worked, wage rate, wages, employee number, status and classifications of all employees from whose wages the deductions have been made. This list shall also indicate the amount of dues deducted from each employee. The employer shall forward a copy of this electronic list to the secretary-treasurer or designate, of the Local.

The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the employer pursuant to this Article.

4.05 No contract written or oral shall be entered into between an employee(s) and the employer, or any of its duly authorized representatives that directly conflicts with the terms of this agreement.

4.06 The Board agrees that no employee shall be laid off or receive a reduction in normal pay because of employees’ work being subcontracted, leased, assigned, conveyed or transferred to any other person or company.

**Article 5 - HUMAN RIGHTS**

5.01 The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his/her membership or activity in the Union.

The above does not apply where the Employer is able to demonstrate a bona fide occupational requirement.

5.02 Any claim by an employee or the Union pertaining to a violation of the Human Rights Act or the Employment Standards Act, may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure.

5.03 The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be required to do personal services for a supervisor which are not connected with the operation of the Employer.

5.04 The Union and the Employer recognize the right of the employees to work in an environment free from sexual/personal harassment, and the Employer recognizes its responsibility to maintain a discrimination-free work place.

(a) **Definition of Sexual Harassment**

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee’s health, job performance, or work place relationships or endangers an employee’s employment status or potential. Sexual harassment shall include, but not be limited to:

(i) inappropriate touching, including touching which is expressed to be unwanted;

(ii) suggestive remarks or other verbal abuse with a sexual connotation;

(iii) compromising invitations;

(iv) repeated or persistent leering at a person’s body;

(v) demands for sexual favours;

(vi) physical assault.

(b) **Definition of Personal Harassment**

Personal harassment shall be defined as any behaviour which denies individuals their dignity and respect, and that is offensive, embarrassing and humiliating to said individual, or that which causes personal harassment of another employee in carrying out his/her duties or in the provision of his/her services.

Where an employee feels that he/she is being harassed, he/she shall inform the person in question that the behaviour in question is unwelcome. The employee shall have the right to have a union official or a member of the Board administration staff present at the meeting should he/she so desire.

5.05 This Article will not be construed as in any way limiting the employee’s rights to seek redress through any other legal procedure available to him/her.

Complaints under this Article may be processed as grievances at Step 2 of the grievance procedure.

**Article 6 - MANAGEMENT RIGHTS**

6.01 The Union agrees that the Board has the right to manage all departments, to direct the forces, to hire, fire, promote, demote, transfer, assign, layoff, suspend or otherwise discipline employees subject to the right of the employees to lodge a grievance as provided herein.

6.02 The Board agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of any employee to lodge a grievance as set forth herein.

6.03 The Union agrees that the Board has the right to make and alter from time to time rules and regulations to be observed by the employees covered by this Agreement which are not inconsistent with the provisions of the Agreement. Any changes in such rules and regulations will not be implemented without prior notice and discussion with a committee of the union.

6.04 The Labour/Management Committee shall be composed of the Negotiating Committees of the Board and the Union. Meetings shall be conducted as necessary with either party requesting a meeting in writing coupled with a proposed agenda. It shall meet at the request of either party with at least 48 hours advance notice to explain Board policies, by-laws, regulations and matters of mutual concern.

**Article 7 - UNION COMMITTEES AND STEWARDS**

7.01 The Union shall select or otherwise appoint a Negotiating Committee comprised of three (3) Board employees and the National Representative, and an officer of the Local, for the purpose of negotiating all Collective Agreements between the employer and the Union. The parties shall confirm with each other in writing the names of the representatives and substitutions which may be made from time to time.

7.02 The Board agrees to pay the wages of the three (3) Board employees named as the Union Negotiating Committee, up to a maximum of five (5) days, when those members are required to be absent from their place of employment to attend negotiating meetings with the Board dealing with direct negotiations of this Collective Agreement. The Board shall not be responsible for any additional expenses incurred such as, but not limited to, travel or accommodation.

7.03 The Grievance Committee shall be comprised of three (3) employees of the Board for the purpose of dealing with and processing complaints and grievances. The Committee shall have the right to include the National Representative if necessary. The Board agrees to pay the wages of the Grievor and/or the Grievance Committee when those members are required to be absent from their place of employment to attend grievance meetings or complaint meetings.

In the event of an arbitration, the Board agrees to pay the wages of the grievor(s) whose case is to go forward and the wages of two (2) members of the Grievance Committee. The Board is not responsible for transportation costs of either the grievor(s) or Grievance Committee.

7.04 The Union shall provide a list of all committee members in September and January of each year within thirty (30) days of any change in membership.

**Article 8 - JOINT JOB EVALUATION COMMITTEE**

The Huron-Superior Catholic District School Board and the Canadian Union of Public Employees, Local 4148 are committed to the process of Job Evaluation and ensuring compliance with the Pay Equity Act. The Job Evaluation committee will review the current process, establish terms of reference, review all classifications and ensure all job description are current. The committee will make recommendations to the Employer and the Union for considerations on streamlining the process to ensure compliance with the Pay Equity Act. Note these recommendations will be given consideration but do not bind either party. It is understood that the parties shall complete the process within 15 months, however this time frame may be extended by either party for up to nine months.

8.01 The Job Evaluation Committee will be comprised of a maximum of four (4) representatives from the Board and a maximum of four (4) representatives (one Clerical, one Educational Assistant, one ECE and one Plant representative) and the President from CUPE, Local 4148 and the National Representative. The Employer will incur no additional cost for the President.

8.02 The parties agree to ensure compliance with the *Pay Equity Act* and conduct a Pay Equity Maintenance review.

 An annual review will be conducted to ensure maintenance is sustained and compliance is met. The parties will meet during the month of November of each year for the purpose of reviewing Pay Equity unless another date is mutually agreed on.

**Article 9 - GRIEVANCE PROCEDURE**

9.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement.

In order for a grievance to be processed under the Grievance Procedure, the written statement of grievance shall contain the name(s) of the grievor(s), the facts giving rise to the grievance, the date or dates of the alleged violation of the agreement, and the provisions of the article(s) alleged to have been violated, and shall indicate the redress sought. The grievance must be signed by the grievor(s) and the Union Steward.

The requirements laid out above are not intended to limit nor restrict rights under the collective agreement nor access to the grievance arbitration procedure; these requirements are intended to provide the Board with information so as to be better able to address the matters at issue.

9.02 **Step 1 - The Informal Complaint Meeting**

The aggrieved employee(s) shall discuss the complaint with his/her immediate supervisor, accompanied by a union representative, if he/she so desires. Recognizing the importance of full discussion between the Supervisor and the employee in clearing up misunderstandings and preserving harmonious relations, every effort shall be made at this point to settle the complaint within five (5) working days. Should the employee feel that this complaint has not been satisfactorily resolved after he/she has discussed it with his/her Supervisor, he/she may request and shall receive from his/her Supervisor a signed “Record of Complaint” form.

A member of the Union Grievance Committee shall have the right to visit the work area during their investigation of a complaint, in coordination with the Manager of Plant Services/designate.

 **Step 2**

Failing satisfactory settlement under Step 1, within Fifteen (15) working days following receipt of the Step 1 decision, the Grievance shall be submitted in writing to the Manager of Plant Services. For the outlying Districts of Michipicoten, Chapleau, Hornepayne and the North Shore, the grievance may be submitted to the Principal of the School to be forwarded to the Manager of Plant Services.

Within five (5) working days of receipt of the grievance, the Manager of Human Resources shall arrange a meeting between the Union grievance Committee and the Board Grievance Committee. A decision shall be rendered in writing within ten (10) working days of the meeting.

The employee’s supervisor and the grievor may be present. A conference call shall be considered a meeting with respect to fulfilling the requirements of this Article.

 **Step 3**

Failing satisfactory settlement under Step 2, the Grievance shall be referred to Article 10, Arbitration, provided such action is taken within a period of fifteen (15) working days of the response from the Board Grievance Committee. Where a dispute involving a question of general application or interpretation occurs, the Board and the Union may agree to bypass Step 1 of the Grievance Procedure.

9.03 It is mutually understood that the Board may bring forward at any meeting with the Grievance Committee any complaint in regards to the conduct of the Union, its officers, committee members, or any employee(s) covered by this Agreement. Failing satisfactory settlement of the dispute by the conferring parties it shall then be treated as a grievance subject to the grievance procedure.

Such notice shall be given to the Union in writing and the Union’s Grievance Committee will meet with the Board’s Grievance Committee within five (5) working days of the receipt of such notice. Failing satisfactory settlement, it may be referred to Arbitration.

9.04 It is further understood that the Canadian Union of Public Employees’ national representative may be present at the request of either party at any grievance meeting.

9.05 It is further understood that any dispute or grievance shall not be the cause of any individual or group work stoppage and grievances shall not be discussed until the employee or employees participating return to work.

9.06 (a) It is agreed that there is no grievance unless the grievance has been submitted within twenty (20) working days of the event which gave rise to the grievance.

(b) By mutual agreement, the time lines for grievances shall be suspended during the period of school breaks (i.e. Christmas, March Breaks and summer).

9.07 Any grievance not processed by the Union within the prescribed time limits shall be considered abandoned on the basis of the last decision and this grievance shall not be subject to further appeal.

9.08 The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees, and to seek adjustment with the employer in the manner provided for in the grievance procedure. Such a grievance shall commence at Step 2.

9.09 For the purpose of this Article a work day is defined as regular work day from Monday to Friday including Professional Activity Days but excluding statutory holidays.

**Article 10 - ARBITRATION**

10.01 (a) Both parties to this agreement agree that any grievance may be referred to binding arbitration by written notice of such referral to the other party within the time limits set out above, and at the same time appoint its nominee to the Arbitration Board. The other party shall appoint its nominee within a reasonable time. The two (2) nominees shall attempt to select, by agreement, a chairperson of the Arbitration Board.

(b) The Union and the Board agree that the provisions of the Ontario Labour Relations Act may supersede 10.01(a).

10.02 The Arbitrator or Board of Arbitration shall not alter, modify, or amend this Agreement in any manner, and shall not make any decision inconsistent with the provisions of this Agreement.

10.03 Each party shall be responsible for the expenses of its representative to the Board of Arbitration, and the expenses of the Chairperson of the Board of Arbitration shall be shared equally by the Board and the Union.

10.04 Wherever Arbitration Board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

**Article 11 - DISCHARGE AND DISCIPLINE CASES**

11.01 The Board reserves the right to discipline or discharge an employee for just and sufficient cause. A claim by a seniority employee of unjust discipline or discharge shall be treated as a grievance and the grievance procedure shall be followed as outlined in Article 9. Such grievances may be settled by confirming the Board’s action or by reinstating the employee under any arrangement which is just and equitable in the opinion of the conferring parties or the Arbitration Board.

11.02 (a) Employees shall be notified in writing of any dissatisfaction concerning their work within 14 working days of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. The Employee’s reply to the expression of dissatisfaction shall become part of the record.

(b) The Board will notify the employee(s) and the Union of all anticipated discipline or discharge actions in writing within fourteen (14) days of the event giving the name of the employee concerned and the reason for the anticipated discipline or discharge. In cases of discipline matters involving dismissal, loss of pay or written warnings, the employee shall receive written notification of the disciplinary action in the presence of the Group Vice-President. Where the Group Vice-President will not be available within three (3) working days, the Employer may require that the discipline be given in the presence of a different Grievance Committee Representative. A conference call shall be considered acceptable with respect to fulfilling the requirements of this article. Copies of all written warnings and notices of all disciplinary action shall be sent to the Group Vice-President and the National Representative.

11.03 An employee shall have the right to have access during normal business hours to his/her personnel file upon written notice to the Manager of Human Resources.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee’s record. No evidence from the employee’s record may be introduced as evidence in any hearing, if such evidence relates to any disciplinary matter which took place more than twenty-four (24) months previous to the issue giving rise to the hearing. Notwithstanding the above, however, evidence relating to disciplinary action taken by the employer as a result of sexual or moral misconduct, may be considered.

11.04 The Board will schedule non-complaint meetings with employees during the employee’s hours of work. If such meetings are scheduled on the employee’s time, attendance at the meeting will be at the employee’s discretion.

11.05 Where there is clear and convincing evidence of the sexual harassment or sexual assault of a student by an employee, the stipulated penalty for this infraction shall be the discharge of the employee, and such termination shall be deemed to be for just cause. Should there be clear and convincing evidence of the above, no Board of Arbitration shall vary this penalty.

**Article 12 - NO STRIKES OR LOCKOUTS**

12.01 During the life of this Agreement the Union agrees there will be no strike, slowdowns, picketing or any other interference with work, and the Board agrees there will be no lockout. Strike and lockout will be as defined in the Ontario Labour Relations Act.

**Article 13 - PROBATIONARY PERIOD**

13.01 New full-time and part-time employees, before being established as permanent employees, must work a probationary period of one hundred and twenty (120) working days. On successfully completing the probationary period, the employee and the Secretary of the Union shall be notified in writing and the name added to the seniority list as of the starting date of the probationary period. However, if the casual employee has accumulated 1000 hours as a casual, excluding any hours accumulated while on W.S.I.B. or modified work exceeding 80 hours, the probationary period will be waived.

The Board shall notify the Union in writing of the reason for the discharge of a probationary employee.

13.02 Probationary employees shall receive the applicable caretaker’s hourly rate as defined in Article 18.01.

**Article 14 - SENIORITY**

14.01 The Board shall prepare seniority lists as follows:

(a) For Full-Time Employees showing the date of hire to the full-time position.

(b) For Part-Time Employees showing the date of hire to the part-time position.

(c) For laid-off employees who held a seniority position immediately prior to their most recent layoff.

All seniority full-time and part-time employees will accrue seniority from the date of hire to a permanent seniority position, except that an employee’s established seniority is not reinstated where it has been lost under the provisions of Article 14.03 below.

(d) Casual employees do not accrue seniority.

14.02 The list(s) will be issued to each seniority employee and to the Group Vice-President in January of each year. The seniority list(s) will be considered correct for all purposes unless the seniority employee disputes its accuracy within three (3) calendar weeks from the date the list(s) were mailed to the employees. The employee must file a written notice to the Manager of Plant Services outlining the grounds of his/her objection. Seniority employees will not forfeit his/her seniority rights under any circumstances except those outlined below.

 In addition to Central item C10.00 Casual Seniority Employee List

 The Employer shall maintain a separate non-seniority list for relief employee. An up-to-date list will be sent to the Union each October.

14.03 An employee’s established seniority shall be lost and they shall be deemed terminated when such employee:

(a) Quits.

(b) Is discharged for just cause.

(c) Is laid off for a period in excess of thirty-six (36) consecutive months.

(d) Fails to return to work within ten (10) working days of being recalled.

(e) Is absent from work for more than three (3) days without a bonafide reason or without notifying the supervisor.

(f) (i) Is absent from work due to illness or accident subject to the following conditions:

(1) during the first twenty-four (24) months of such absence the Board will continue to pay the premium cost of benefits set out in Article 23.

(2) at the end of such twenty-four (24) month period the provision of all benefits except for Life Insurance for such employee will cease. After twenty-four (24) months of such absence a seniority employee for whom the Board is no longer required to contribute toward the premium for benefits as specified in Article 23, may continue to participate in said benefits up to age sixty-five (65), subject to the terms and conditions of the respective carriers of such plans including continuing eligibility, and provided the employee pays to the Board the full cost of the premium(s) each month.

(3) the employee will continue to accumulate seniority during the twenty-four (24) month period after which time employment will be terminated.

(ii) Should an employee be medically certified as fit to return to work for full duties and this is confirmed by a Board appointed medical practitioner the employee shall be provided a caretaker position at the appropriate rate of pay under the following conditions:

(1) Seniority. The employee shall not accrue any additional seniority from the date of termination to the date of reinstatement.

(2) Retirement Gratuity. No employee will be entitled to more than one retirement gratuity from the Board.

(3) An employee will not be permitted to bump another employee. The employee returning to work will be eligible to apply for any permanent position that becomes available after his/her return to work.

14.04 An employee who is appointed to or accepts a position outside of the Bargaining Unit shall retain seniority and continue to accumulate seniority for a period of twelve (12) months. After twelve (12) months in such position such employee shall cease to have any seniority rights in the Bargaining Unit.

**Article 15 - LAYOFF AND RECALL**

15.01 (a) **Definition of Layoff**

An employee is laid-off when

(i) an employee’s regular working hours are reduced

(ii) an employee’s position has been declared redundant by the Board

(b) In the event of a layoff that involves a reduction in hours as per 15.01(a)(i) above, the employee may elect to either accept the reduction in hours and remain in their position or to exercise their bumping rights.

(c) Under no circumstances shall any employee be allowed to bump up into a Level 1 or Level 2 position. In addition, no Level 2 employee shall be allowed to bump a Level 1 employee.

(d) In the event of a layoff due to redundancy, caused by either the closure or partial closure of a school or the elimination of the position (as per 15.01(a)(ii)), or in the event of a layoff caused by a reduction of hours where the employee elects to exercise his/her bumping rights, the following process shall be implemented:

(i) The Manager of Plant Services shall arrange a meeting to be held at the Board office (or at another appropriate location) at which time the final determination of all bumping and corresponding posting of positions related to or stemming from the layoff shall occur.

(ii) All employee shall be given four (4) weeks’ notice of the meeting by way of letter sent to the employee’s most recent address on the records of the Human Resources Department. Notice of such meetings will also be posted in the schools.

In an effort to promote harmonious relations, the parties may mutually agree to waive the four (4) week notice period of the meeting and agree on a meeting date. All employees will be given notice of this meeting, as soon as possible, by way of hand-delivered letter. Notice of such meeting shall also be posted in all schools.

(iii) The employee(s) to be laid-off and all employee(s) with less seniority than the employee(s) to be laid-off are required to attend and participate in the meeting. Employee(s) who have greater seniority than the employee(s) to be laid-off are encouraged to attend these meetings in order to have the opportunity to post for vacancies which may be available.

(iv) Employees who would be required to travel beyond the boundaries of their predecessor Board to attend the meeting will be permitted to participate in the meeting by way of conference call. Employee(s) who are unable to attend due to sickness, pregnancy/parental leave or funeral leave shall make their ten (10) most preferred positions know to the Manager of Plant Services, in writing, at least four (4) days prior to the meeting.

(v) Employees who are directed to attend this meeting by the Manager of Plant Services shall be required to attend the meeting regardless of whether said meeting occurs on a regularly scheduled work day for that employee. Employees who are not scheduled to work during the time of the meeting will not be paid for attendance at the meeting.

(vi) The bumping process will allow the laid-off employee to bump into any position held by an employee with less seniority provided the employee possesses the qualifications, skills and ability to perform the work.

(vii) Part-time employees will not be permitted to bump full-time employees.

(viii) After the bumping process has been completed and all permanent positions have been filled, the Manager of Plant Services will determine whether any of the positions filled during the meeting have been claimed by employees who are on modified work, W.S.I.B. leave, Long Term Disability, Pregnancy or parental leave, or other forms of leave under Article 17, leaving a temporary vacancy for that position. Should there be any such temporary vacancies, the Manager of Plant Services will then fill these vacancies, during this same meeting.

It is understood that an employee in a temporary position who is displaced from their permanent position by the bumping process, must select and report to their new permanent position. However, this does not prevent such employee from selecting a temporary vacancy as described above.

(ix) Should the Manager of Plant Services determine that there are other vacancies which are available, the posting procedure for these vacancies may also be completed during this meeting, provided that at least two (2) weeks’ notice (prior to the meeting date) has been given to all employees by way of letter sent to the employee’s most recent address on the records of the Human Resources Department.

The two (2) week notice period may be waived through a mutual agreement between the parties.

(x) Employees in attendance at the meeting will have the opportunity to post into vacancies or temporarily vacant positions on a seniority basis provided that the employee has the necessary qualifications, skills and ability to perform the work.

(xi) An employee who accepts a temporary position as per (viii) and (x) above must remain in that position for a minimum of four (4) months except in cases where the regular employee returns to work within the four (4) month period or the employee temporarily assigned is the successful candidate for a permanent full-time position.

(e) In the event of a lay-off of an employee(s) that is not likely to affect other employee(s) outside of the laid off employee’s community, the Manager of Plant Services will first meet with the employees of the area in which the layoff is to occur (to determine if other employees are to be affected) prior to arranging the meeting described in 15.01(d). The Group Vice-President may be present at this meeting during working hours, however, any travel and related expenses will not be borne by the Employer.

Employees at this first initial meeting, i.e. to be laid-off or bumped, shall be informed of all positions in the Board that are held by persons with less seniority in order to determine whether employees from outside of that community are to be affected. Should there be employees in other areas that are to be affected, the meeting described in 15.01(d) will be arranged.

15.02 (a) When seniority employees are being recalled to work they will be recalled in reverse order of layoff, as they are established on the seniority list according to Article 14 provided that the employee possesses the necessary qualifications, skills and ability to perform the work. They shall be notified of recall by Registered Letter mailed to their last address on the records of the Human Resources Department.

(b) A recall is where a laid off employee is awarded a permanent full-time or part-time position and does not include casual work that involves filling in temporarily on a full time basis where the position is temporarily vacant.

(c) Seniority employees shall be placed on the recall list for thirty-six (36) consecutive months from their effective date of layoff. If after thirty-six (36) months they are not recalled, they shall be removed from the recall list. There is no obligation on the Board to rehire employees who have been removed from the recall list after thirty-six (36) months.

(d) Any seniority employee on the recall list who refuses to accept an available position within the community in which they were formerly employed shall be terminated. For the purposes of this article, community is defined as:

(i) the former Board area of Sault Ste. Marie

(ii) the former Board area of Michipicoten

(iii) the former Board of Chapleau

(iv) Blind River - Elliot Lake together

(v) Massey - Espanola together

(vi) Hornepayne

Exceptions to this would include seniority employees declining due to illness or pregnancy as certified by a qualified physician or any other reasons deemed acceptable by the Board.

15.03 (a) An employee shall be given the opportunity, but shall not be required to accept, a recall to a position which is outside of their community as defined in 15.02(d) above.

(b) An employee will not be required to accept a recall that is less than seventy-five percent (75%) of the hours the employee was regularly scheduled to work prior to being laid off.

An employee who declines a recall, however, shall not be permitted to bump into a position at any later date. The employee shall continue to have recall rights for thirty-six (36) months as per Article 15.02. Thus, an employee who refuses recall shall lose their seniority as per Article 14.03, thirty-six (36) months after a lay-off.

15.04 Employees who are laid-off and placed on the lay-off list as per Article 14.01(c) above, shall have access to casual call-out work on a priority basis, in accordance with the stipulations listed below.

(a) Where laid off employees work in a temporary capacity at full time hours, this shall not be considered a recall.

(b) The Board will provide the list described in Article 14.01(c) to the person responsible for calling out employees to casual work.

(c) Where a full-time employee is off work currently and is on LTD, extended sick leave or WSIB and the corresponding postings for temporary vacancies have been filled thereby leaving a vacancy in the system, and it is known to the Board and that vacancy will exist for the next three (3) consecutive months, the Board will place the laid off caretaker with the most seniority into that position on a temporary basis. This shall not be considered a recall from layoff. The employee will not be a full-time employee as described in Article 3.01 of the Collective Agreement and will not be entitled to participate in the Board’s benefit plan. The employee will be paid at the full-time rate for the position in question. The employee will not be eligible for vacation entitlement but will be paid vacation as per Article 19.02 of the Collective Agreement.

(d) Where a full-time employee goes off work on sick leave, LTD or WSIB and the corresponding postings for temporary vacancies have been filled thereby leaving a vacancy in the system, and it is unknown whether that vacancy will exist for the next three (3) months, the Board will place the laid off caretaker with the most seniority into the position on a temporary basis. This shall not be considered a recall from layoff. The employee will not be a full-time employee as described in Article 3.01 of the Collective Agreement and will not be entitled to participate in the Board’s benefit plan. The employee will initially be paid at the casual rate for this position but will be paid retroactively at the regular rate for all time worked in the position should that employee remain in the position for a period exceeding three (3) consecutive months. The employee will not be entitled to vacation entitlement but will be paid vacation pay as per Article 19.02 of the Collective Agreement.

(e) The Board will continue to assign work caused by short term vacancies due to sickness or vacations on the part of full-time employees to employees that are listed on the board’s casual call-out list. This work shall be paid at the casual rate regardless of its total duration. Where such vacancies are as a result of extended illness, the position will be posted as a temporary vacancy as per Article 16.04(a).

In order to facilitate access to this work on the part of laid off employees, the Board will create two lists of employees eligible for casual call-out work: the first list will contain the names of laid-off caretakers in order of seniority, the second will contain the names of employees who have never had seniority. The person responsible for making call-outs for casual work will be instructed to first contact employees from the first list for work, in order of seniority, before contacting employees on the second list. When a laid-off caretaker is called out to work, he or she will work the duration of the assignment.

(f) It is understood that the Board is under no obligation to balance the amount of hours worked by laid off employees or to ensure that the laid off employees with the most seniority actually have the opportunity to work more hours than those with less seniority.

(g) At the end of the thirty-six (36) month period during which a seniority employee is covered under the provisions of this article and retains recall rights, the Board shall have the option of either terminating the employee as per Article 14.03(c) or inviting the employee to remain on the second casual call-out list as referred to in 15.04(e) above. Such employee loses all formerly accrued seniority and possesses no preferential status with respect to future hiring.

15.05 Premiums for benefits shall not be paid while an employee is laid-off.

15.06 Premiums for benefits shall not be paid, while laid-off employees are working in a temporary vacancy, even where the employee is working hours that are equal to those worked by Full-Time employees.

15.07 In the event of a school closure in the City of Sault Ste. Marie only, where, as a result of this school closure, there has been a layoff of a full-time employee, the Board will retain a maximum of one (1) employee as a floater per school closure to a total maximum of three (3) floaters, subject to the following conditions:

(a) the most senior laid off employee shall be required and obligated to work the hours scheduled by the Board;

(b) said employee shall continue to have their benefits paid by the Board irrespective of Article 15.05 or 15.06 above for a period of twelve (12) months only from the date of lay off;

(c) this provision shall not be engaged as a result of any school closure outside of the City of Sault Ste. Marie;

(d) as per Article 14.03(c), the employee shall lose their seniority and be deemed terminated thirty-six (36) months after the initial date of layoff, notwithstanding the provisions of this Article;

(e) after the twelve (12) month period during which premiums for benefits are paid, the employee, though not having premiums for benefits paid, shall have access to priority call out work as per Article 15.04.

**Article 16 - VACANCIES, NEW POSITIONS AND PROMOTIONS**

16.01 (a) **Caretaker/Day Worker Positions**

In the event that qualified employees are available in the bargaining unit, qualifications and ability to perform the work will be considered when promoting employees to a caretaker or day worker position. Where the ability of the employees concerned is relatively equal, the senior candidate will be given preference.

 (b) **Maintenance Positions**

The Board possesses managerial discretion as to the selection of maintenance personnel. The Board is not required to post maintenance positions nor to fill vacancies should they arise.

In the event that the Board determines that there is a vacancy, it will post notices in Board work sites to allow employees to forward applications. The Board reserves all rights as to whether or not an employee shall be interviewed for the position.

16.02 (a) All vacancies or newly created positions within the scope of this Agreement shall be posted in all the work sites and a copy of the posting forwarded to the Secretary of the Union. All postings will also be posted on the Board’s website. Vacancies and newly created positions shall be posted for seven (7) working days. Employees wishing to make application, providing they are available for work on the date the position commences, shall do so within the required time limit, forwarding written application to the Manager of Plant Services. The Manager of Plant Services must receive the written application within the specified time period of the posting. All seniority applicants shall be notified by the Board as to who the successful applicant or applicants are as soon as possible after the selection is made. The provisions of this Article do not apply to vacancies which may arise during the months of June, July and August.

Employees on vacation or sick leave of five (5) working days or less at the time of the closing of the posting and including the closing date of the posting shall have three (3) working days after their return to work to apply for the position.

Where there is a vacancy in the month of June, up until June 15th, the posting procedure will be completed and the successful applicant will remain in their current or assigned position until the commencement of the following school year.

(b) Successful candidates to job postings (permanent or temporary) must assume the position for which they applied. If you are the successful candidate for more than one position, you must select only one position, and you must assume that position. When an employee assumes a position (permanent or temporary) they may elect to return to their previous position within ten (10) working days, if they choose, by advising the Manager of Plant Services. In addition, an employee cannot apply for the position which they have just vacated.

(c) Part-time, laid-off or casual employees who were employed under the conditions of Article 16.02(a) and 16.02(b) will revert to their former status on the return of the Full-Time Employee who was absent.

16.03 Upon request, an unsuccessful applicant for a posting shall be granted a meeting with the Manager of Plant Services to discuss the posting in the presence of a Union official.

16.04 (a) The Board reserves the right to make temporary appointments for a maximum of twenty-five (25) working days in cases of absences or any job openings. These openings shall be posted not later than eighteen (18) working days after the opening occurs following which the appointment to the opening shall be made according to 16.01 and 16.02.

Where leaves of absence or other absences are made known to the employer ten (10) working days prior to such leaves, the employer shall post the position as such in order to place the employee at the beginning of the leave.

(b) An employee who accepts a temporary position must remain in that position for a minimum of four (4) months except in the cases where the regular employee returns to work within the four (4) month period or the employee temporarily assigned is the successful candidate for a permanent full-time position.

(c) The Board has the right to re-assign caretakers to other positions on a temporary basis and the hourly rate shall be the one normally paid for this position or the caretaker’s regular pay, whichever is the higher. This clause will be exercised at the discretion of the Board. Employees shall not be re-assigned without their consent, except where the Board is of the opinion that this is necessary in order to maintain harmonious relations within the work site in question, or to investigate a disciplinary matter or in order to allow the Board to comply with its obligations under the Human Rights Act. Where the above exceptions are not invoked, however, and there are no caretakers willing to be temporarily re-assigned, the Board shall re-assign the most junior caretaker.

16.05 Casual employees, replacing caretakers who are absent for a limited time, will be scheduled to work at the discretion of the Board. After a position has been posted under Article 16.04, the casual employee shall be scheduled the same number of working hours as the employee he/she is replacing, until the position is filled.

When replacing full-time caretakers for periods in excess of three (3) working days but not more than twenty (20) working days, the Board will offer such appointments to established part-time employees provided they work in the community in question (as defined in Article 15.02(d)), before offering such appointments to laid off employees and then casual employees.

16.06 Additional Day Worker positions which are created by the Board for the summer months and where it is known at least five (5) working days in advance of a temporary absence of a Day Worker that is of known duration and that will be at least one (1) week in duration, shall be filled in the following manner:

(a) Seniority Part-Time Day Workers currently working in the position shall be given the first opportunity to fill any full-time positions that may be created.

(b) Any further positions will be offered to the remaining caretakers in order of their seniority, provided they possess the necessary qualifications, skills and ability to perform the work. Candidates must hold and provide the Employer with a photocopy of a valid Ontario driver’s license.

An employee who refuses three assignments of temporary Day Worker within one (1) school year and does not provide a reason acceptable to the Board for each of the three refusals shall be deemed to have resigned from the temporary Day Worker relief list and will so be notified. The Union will be provided, on a monthly basis, with a list of all employees who have declined temporary Day Worker assignments.

Temporary Day Workers assignments shall be assigned during the period Sunday to Saturday.

(c) When summer Day Worker positions are filled by seniority employees the rate of pay will be consistent with the provisions of the Collective Agreement.

16.07 Where it is known at least five (5) working days in advance of a temporary absence of a day shift secondary school caretaker, that is of known duration and that will be a least three (3) days in duration, the Manager of Plant Services will arrange to allow the most senior full-time caretaker who works in the same building, on the afternoon shift or the night shift to temporarily replace the caretaker who is absent.

16.08 It is further agreed that part-time, laid-off and casual employees of the Board shall be given first option to perform regular caretaking duties such as cleaning during Christmas and Spring break or the summer period prior to the hiring of students.

**Article 17 - LEAVE OF ABSENCE**

17.01 **Union Business or Public Office**

(a) All leaves of absence shall be without pay and without cost to the Board. The Board shall invoice the Union for the costs of wages, vacation and insurance benefit premiums with respect to all leaves of absence.

(b) An employee elected or appointed to represent the Union at a conference, convention or other union business shall be granted a leave of absence, without loss of seniority providing such leaves involve no more than three (3) seniority employees at one time and provided that only one (1) employee from each of the former Board areas of Chapleau, Michipicoten, Hornepayne and North Shore is absent at one time.

(c) Where an employee in the bargaining unit is elected or appointed as a union officer (executive member) of the Local, such an employee may submit a request for an unpaid leave of absence (up to full-time) to the Manager of Plant Services. Such a leave will be granted and, where the union requests that the Board administer the pay, benefits and sick leave arrangements for the employee related to the leave, the Board will continue the salary, benefits and sick leave arrangements in accordance with the Collective Agreement.

 Where the leave granted is for twelve (12) months or more, the employee shall return to the permanent position held prior to going on leave. Should the permanent position held prior to going on leave no longer be available, at any time during the leave, the employee will be required to select a permanent position as part of the staffing process in accordance with Article 15.01. The employee will accumulate seniority during any leave of absence.

(d) All requests for leaves of absence shall be made in writing by the Group Vice-President/designate of the Local to the Manager of Plant Services giving at least one (1) week notice wherever possible. Replies shall also be given in writing by the Manager of Plant Services.

(e) A seniority employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence by the Board but without pay or without cost to the Board for a period up to two (2) years. Such leave may be renewed upon written request during his/her term of office. Such absence shall be without loss of seniority for recall and placement purposes but such employee shall not accumulate nor use sick leave during the entire leave of absence.

(f) The Employer recognizes the right of an employee to participate in public affairs. Therefore upon written request, the Employer shall allow a leave of absence without pay and without loss of benefits or seniority so that the employee may be a candidate in federal, provincial or municipal elections. The employee will reimburse the board for the cost of benefits.

 An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the term of office. Such leave shall not exceed 4 years. A seniority employee granted a leave of absence under this clause shall have their benefits terminated. An employee shall not accumulate nor use sick leave during the entire leave of absence.

(g) Where an employee in the bargaining unit is elected or appointed as CUPE WISB, such an employee may submit a request for an unpaid leave of absence (up to full-time). Such a leave will be granted and, where the Union requests that the Board administer the pay, benefits and sick leave arrangements for the employee related to the leave, the Board will continue the salary, benefits and sick leave arrangement in accordance with the Collective Agreement.

17.02 **Funeral Leave**

(a) A seniority employee shall be entitled to leave of absence without deduction of salary up to a maximum of three (3) working days for the purpose of attending a funeral of a member of his/her immediate family, if the deceased lived in the community of the employee or within one hundred and sixty (160) kilometers of the employee’s residence.

(b) A seniority employee shall be entitled to a leave of absence without deduction of salary up to a maximum of five (5) working days for the purpose of attending a funeral of a member of his/her immediate family if the deceased member lived one hundred and sixty (160) kilometers or more from the employee’s residence.

(c) If a seniority employee cannot attend a funeral for a member of their immediate family which is further than one hundred and sixty (160) kilometers from his/her residence, then the funeral allowance specified in 17.02(a) shall be granted. The seniority employee must take the allowance specified within one week of the funeral.

Immediate family is defined as being: parents, parents-in-law, husband, wife, children, step children, sons-in-law, daughters-in-law, brothers, sisters, grandparents and grandchildren, brothers-in-law, sisters-in-law. Foster children living in the employee’s home at the time of their death shall also be considered as immediate family.

(d) A seniority employee shall be entitled to a leave of absence, without deduction of salary, for one (1) working day for the purpose of attending the funeral of a relative outside of the immediate family.

Outside immediate family is defined as being: aunts, uncles, cousins, nieces and nephews.

(e) It is understood that the provisions of this Article will also apply if such an occurrence falls within the vacation period of an employee; the employee shall receive the leave of absence with pay in addition to his/her vacation period. Any employee on sick leave or compensation will not be deducted sick leave credits for the days of funeral leave entitlement.

(f) In the circumstances above in 17.02 (a) (b) (c) (d) and (e), the employee shall be required to complete the standardized form provided by the Board.

17.03 **Pregnancy/Parental Leave**

(In addition to Central Letter of Understanding #2)

(a) Upon written request to the Manager of Human Resources, Pregnancy and/or Parental Leave shall be granted to employees, without pay, in accordance with the current Employment Standards Act.

(b) Where possible, at the completion of the statutory Pregnancy/Parental Leave, the employee shall return to his/her former position or to a comparable position in the same community in which the employee worked prior to the leave.

For the purposes of this clause, the following areas constitute a “community”: Massey and Espanola together; Elliot Lake and Blind River together; the city of Sault Ste. Marie; the former Board jurisdiction of Chapleau; Hornepayne; the former Board jurisdiction of Michipicoten.

Should a comparable position not exist within the community in which the employee formerly worked immediately before the pregnancy or parental leave, the employee shall have the opportunity to exercise their rights elsewhere within the bargaining unit.

(c) The Board shall continue to pay the premiums for benefits for the maximum allowed under the Employment Standards Act for Pregnancy and Parental Leave. These benefits will be provided for part-time employees in accordance with Article 23.01(a).

(d) An employee shall be granted a leave of absence without deduction of salary to a maximum of two (2) days upon the birth/adoption of a child or children. This leave shall be taken:

the day previous to the birth or adoption

or

the day of the birth or adoption

or

within five (5) working days of the birth or adoption

or

within five (5) working days of the child’s release from hospital following birth or adoption.

17.04 **Court Appearances**

(a) In the event of a seniority employee being accused of an offence which requires a court appearance, the employee shall be given an automatic leave of absence without loss of seniority, but without pay.

(b) A seniority employee who is jailed and awaiting trial shall be given an automatic leave of absence without pay for the period of incarceration.

(c) An accused employee who is found guilty and sentenced for a criminal offence shall be removed from the Board records and employment. Such action shall be at the Board’s discretion. If such employee’s job is forfeited, the Board shall fill the vacancy, according to Article 16.

17.05 **Other Leaves**

Leaves of absence without pay for any reason other than those noted in Articles 17.01, 17.02, 17.03 and 17.04 may be granted upon written application to the Manager of Plant Services at least one (1) week prior to the requested leave. Such leaves are granted at the discretion of the Board. In case of emergency the one week prior notice will be waived. At the discretion of the Board, the leaves described below will be subject to the described time limits:

(a) where a leave is granted to allow an employee to pursue another job opportunity, such leave shall not exceed three (3) months;

(b) where a leave is granted to pursue higher education, such leave shall not exceed one (1) year;

(c) where a leave is granted as a result of the job transfer or relocation of a spouse, such leave shall not exceed one (1) year.

Consideration of such leaves will be done in a fair and impartial manner.

17.06 When an employee is granted a leave of absence, for any reason, except for emergency situations, while they are in a temporary posting, and such leave of absence extends beyond the posting period (20 working days), upon return from their leave of absence, they shall return to their permanent position and not the temporary posting they held prior to their approved leave of absence.

17.07 **Court/Jury Duty**

(a) A seniority employee who is summoned to attend court as a witness, as the result of a work-related incident, shall be paid the difference between the hours they would have been scheduled to work and the payment received for any such services. The seniority employee will present proof of service and the amount of pay received, if any.

(b) The Board shall pay a seniority employee who is required to serve for jury selection, as a juror or a subpoenaed witness the difference between the hours they would have been scheduled to work and the payment received for such services. The seniority employee will present proof of service and the amount of pay received.

17.08 **Citizenship Leave**

An employee shall be allowed one-half (1/2) day with pay to attend a formal hearing to become a Canadian citizen.

17.09 **Compassionate Leave**

An employee may be granted a leave of absence for compassionate leave to a maximum of two (2) days per occasion at the discretion of the Board designated official without loss of pay or deduction from cumulative sick leave.

If the Board designated official is not available, the employee shall notify his/her immediate supervisor of the reasons for his/her absence. Upon return the employee shall notify the Board designated official in writing of the reasons for the absence and the Board designated official shall determine if compassionate leave is to be granted.

**Article 18 - WAGE RATES, CLASSIFICATIONS, HOURS OF WORK AND OVERTIME**

18.01 Wages are as per Schedule “A”

18.02 **Shift Premium**

Caretakers who are assigned to, and are currently working, split shifts, afternoon shifts or night shifts, will be paid a shift premium as follows:

 Effective September 1, 2015 - .73¢/hour

 Effective September 1, 2016 - .74¢/hour

 Effective February 1, 2017 - .74¢/hour

During the summer, or at any other time, when these caretakers are not working split shifts, afternoon shifts or night shifts, they shall be paid at the regular full-time base rate and shall not be entitled to a shift premium. However, the shift differential shall be paid over the course of the entire work year in equal installments over the twenty-six pay periods, allowing those full time caretakers whose positions normally attract a shift premium to enjoy a constant rate throughout the year (Effective September 1, 2015 - .56¢, September 1, 2016 - .57¢, February 1, 2017 – 57¢).

Maintenance, part-time and casual employees are not entitled to any shift premium.

18.03 **Hours of Work - Elementary Caretakers, Education Centre Caretaker and Day Workers**

(a) While schools are in session, the hours of work for full-time caretakers shall normally be an eight (8) hour shift from 7:00 am to 10:30 am and from 2:00 pm to 6:00 pm with a 3.5 hour lunch break and two (2) paid fifteen minute rest periods.

(b) The caretaker assigned to the Catholic Education Centre will work the split shift, throughout the calendar year, with the hours of work being 7:00 a.m. to 10:30 a.m. and from 2:00 p.m. to 6:00 p.m. with a 3.5 hours lunch break and two (2) paid fifteen minute rest periods, except for during the time when the Catholic Education Centre is closed, at which time the caretaker may elect to work from 7:00 a.m. to 3:00 p.m. with a 30 minutes lunch break.

(c) The normal hours of work for dayworkers shall be from 7:00 am to 3:00 pm with a 30 minute lunch break and two (2) paid fifteen minute rest periods.

(d) When the schools are not in session, the hours of work shall be from 7:00 am to 3:00 pm for full-time caretakers with two (2) paid fifteen minute rest periods and a 30 minute lunch break.

(e) Full-time caretakers who work the split shift will be paid eight (8) hours’ pay for seven and a half (7.5) hours’ work with one (1) fifteen minute rest period for every 3.5 hours worked.

18.04(S) **Hours of Work - Secondary**

(a) The day shift hours of work for full-time secondary school caretakers shall be an eight (8) hour shift scheduled between 7:00 am and 3:00 pm with a thirty (30) minute paid lunch period and two (2) paid fifteen minute rest periods. The afternoon shift hours of work for full-time secondary school caretakers shall be an eight (8) hour shift scheduled between 3:15 pm and 11:15 pm with a thirty (30) minute paid lunch period and two (2) paid fifteen minute rest periods.

(b) (i) The night shift hours at St. Mary’s College shall be an eight (8) hour shift between 11:30 pm to 7:30 am with a thirty (30) minute lunch break and two (2) paid fifteen minute rest periods. The night shift will normally be scheduled between 11:30 pm Sunday and 7:30 am Friday while night school is in session. The Board will not require more than two (2) night shift positions at St. Mary’s College. The Board will maintain its current practice of paying overtime for functions at St. Mary’s College, ie. dances.

No modified work programs will be scheduled on the night shifts.

(ii) When night school is not in session, the hours of work will normally be between 3:15 pm to 11:15 pm, Monday to Friday. The Board reserves the right to schedule some night shifts, if deemed necessary.

Further to the above, those caretakers scheduled for the night shift at St. Mary’s College will have the option of electing to continue on the night shift or electing to revert to the 3:15 pm to 11:15 pm shift. However, should one caretaker elect to revert to the 3:15 pm to 11:15 pm shift, then both caretakers in that school would revert to the 3:15 pm to 11:15 pm shift.

(c) During the summer, Christmas and spring vacations, when schools are not in session, the hours of work for all secondary school caretakers will be scheduled between 7:00 am and 3:00 pm with a thirty (30) minute lunch period and two (2) paid fifteen minute rest periods. At other times during the school year when schools are not in session, the hours of work for all secondary school caretakers will be scheduled between 7:00 am and 3:00 pm with a thirty (30) minute paid lunch period and two (2) paid fifteen minute rest periods. The Board reserves the right to schedule caretakers for afternoon shifts, if deemed necessary.

18.05(M) **Hours of Work - Maintenance Employees**

The hours of work shall generally be between the hours of 7:00 am and 3:00 pm with a thirty (30) minute lunch period and two (2) paid fifteen minute rest periods, but the Board reserves the right to alter these hours at its discretion.

18.06 **Community Use Appreciation Allowance**

(a) Full-time seniority dayworkers and caretakers in the elementary schools shall be paid a community use appreciation allowance. Allowance is defined as an allowance paid in recognition of community use, with payments made as follows:

(i) Appreciation Allowance for school having one and two uses per week

Effective September 1, 2015 - $332.00 per year

(ii) Appreciation Allowance for school having three or four uses per week

Effective September 1, 2015 - $416.00 per year

(iii) Appreciation Allowance for school having five, six or seven uses per week

Effective September 1, 2015 - $501.00 per year

(iv) Appreciation Allowance for school having eight, nine or ten uses per week

Effective September 1, 2015 - $585.00 per year

(v) Appreciation Allowance for school having eleven uses or more per week

Effective September 1, 2015 - $670.00 per year

(vi) Appreciation Allowance for Board Room use

Effective September 1, 2015 - $416.00 per year

(vii) The minimum Appreciation Allowance paid to a caretaker will be

Effective September 1, 2015 - $264.00 per year

(viii) All full-time dayworkers shall receive the appreciation allowance for the Education Centre/Mount.

(b) To be eligible to receive the allowance provided for in 18.06(a) above, the caretaker in question must perform the duties which correspond to the community usage of the school for the majority of the payment period as described in (c) and (d) below.

(c) Fifty percent (50%) of the Appreciation Allowance will be made in the December 15th pay period of each year for the period September to December and based on the number of uses as registered on November 15th.

(d) Fifty percent (50%) of the Appreciation Allowance to be made in the June 15th pay period of each year for the period January to June and based on the number of uses as registered on March 31st.

(e) In schools with two (2) caretakers, the uses will be calculated according to the area used and both caretakers may receive an Appreciation Allowance based on the scale in 18.06(a).

(f) Those secondary school caretakers who have not earned the equivalent amount as a result of overtime required for community, school or board use or function, will be eligible to receive and will be paid the minimum appreciation allowance.

18.07 Overtime rates of time and one-half shall be paid for all authorized work in excess of eight (8) hours per day or forty (40) hours per week. Sunday work shall be at the rate of double time.

(a) Overtime shall be kept to a minimum and overtime required in an elementary school shall be offered to the caretaker(s) as follows:

(i) Scheduled overtime will be offered to the caretaker(s) assigned to the school concerned in order of seniority and subject to the ability to perform the work required.

(ii) Non-scheduled overtime required within the same day shall be offered to the caretaker(s) who are working in the building on that day in order of seniority and subject to the ability to perform the work required.

In the event the full-time seniority caretaker(s) assigned to this building decline to work overtime, it shall then be offered to the part-time seniority caretaker(s) (as per Article 3.02) or casual employees who are working in this building.

18.08(S) (a) Overtime required in a secondary school shall be offered first to the full-time employees assigned to this building in order of seniority, subject to the ability to perform the work required. In the event that full-time employees of this building decline to work overtime, it shall then be offered to the part-time or casual employees who are working in the same school.

(b) In the event that full-time or part-time or casual employees decline to work overtime as per Article 18.08(S)(a), the overtime shall then be offered to full-time caretakers according to seniority and subject to the ability to perform the work required.

18.09 (a) A seniority employee who is called out during his/her time off shall be entitled to a minimum of two (2) hours pay at the applicable overtime rates.

(b) Seniority employees who are scheduled by the Board for overtime work on weekends shall be scheduled for not less than four (4) consecutive hours.

18.10 The Board shall provide a travel allowance according to Board Policy when employees are required to use their own automobiles for work purposes, at the request of the Board, during working hours. A form shall be provided to the employees to submit their mileage for payment to the Manager of Plant Services on a monthly basis.

District caretakers, who are required to report to a workplace outside of their regular workplace/community, shall be paid the above allowance subject to travel arrangements approved by the Manager of Plant Services.

18.11 When use of schools permits are issued by the Board to persons other than Board employees, notification shall be given to the caretaker of the school concerned, by copy of such permit.

18.12 **Meal Allowance**

All employees called upon to work three (3) hours or more overtime beyond their regular scheduled shift, a meal allowance of seven dollars ($7.00) shall be paid by the Board.

**Article 19 - VACATIONS**

19.01 All full-time seniority employees within the classifications covered by this Agreement shall receive vacation at their regular rate of pay in accordance with the schedule listed below. For vacation purposes, continuous full time service will be calculated as of the anniversary date of each employee.

Notwithstanding the above and pursuant to this Article, service will be defined as the length of continuous active full-time employment from the date a seniority employee is appointed to a full-time position, excluding periods of layoff. However, where the laid-off employee has been working continuous full-time hours under the “Priority Call-Out” provisions of Article 15.04 and is later recalled, he or she shall not lose credit for vacation purposes on account of having been laid off.

(a) After one (1) year service, two (2) weeks vacation with pay

(b) After five (5) years service, three (3) weeks vacation with pay

(c) After ten (10) years service, four (4) weeks vacation with pay

(d) After fifteen (15) years service, five (5) weeks vacation with pay

(e) After twenty (20) year service, six (6) weeks vacation with pay

(f) Employees shall receive the vacation periods as set out above but shall forfeit a portion of vacation pay for continuous unpaid absences in excess of one (1) week.

(g) In addition to their regular vacation, all seniority full-time employees shall receive one extra week of vacation at age 63 years each year to 65 years prior to retirement (non-cumulative each year). Entitlement of extra vacation shall be on the employee’s birthday and shall be a maximum of three (3) weeks.

19.02 Part-time employees shall be paid the percentage equivalent to the above vacation entitlements during each pay period. Such employees shall take an unpaid leave of absence to allow them time off in accordance with the provisions of the Employment Standards Act.

19.03 Employees who do not qualify for vacation entitlement will receive vacation pay in accordance with the Employment Standards Act. However, such employees can arrange to have time off work, which will not impact on full-time employees, by mutual agreement with the Manager of Plant Services.

19.04 (a) (i) For the city of Sault Ste. Marie, not more than fifteen (15) caretakers may be off at the same time for the months of July and August. All written requests must be received by May 1st of each year. In the scheduling of vacation during the summer months, a seniority employee must schedule vacation for a minimum period of one (1) week. However, each employee may be granted up to two (2) vacation days that may be taken individually during this period.

(ii) For the city of Sault Ste. Marie, not more than twelve (12) caretakers may be off at the same time for Christmas break and March break and all written requests must be received by November 1st and February 1st of each year.

(iii) For the city of Sault Ste. Marie, not more than eight (8) caretakers may be off at the same time at times other than July and August, Christmas break and March break.

(iv) All vacations for the periods noted in (i) and (ii) above will be granted based on seniority.

(v) The Manager of Plant Services shall confirm vacation approval or denial within fourteen (14) days of expired deadline outlined in (i) and (ii) above. Where vacation is denied, the employee will be given the opportunity to resubmit a request for vacation and such vacation will be granted based on seniority.

(vi) Written requests for vacation at times other than noted in (i) and (ii) above must be submitted to the supervisor at least one (1) week in advance. Vacation will be granted on a first come, first served basis.

(vii) For the districts outside of Sault Ste. Marie, not greater than one caretaker per school may be off at any given time.

(viii) Changes in vacation schedule may be arranged with one (1) week written notice to the Manager of Plant Services for good and sufficient reason.

(ix) Those employees who are traveling overseas during July and August will be exempt from the limits prescribed in (i) above.

(x) Employees affected by the maximum noted in (a)(i) above, will be contacted, in order of seniority, to resubmit vacation. Normally, this process will be completed no later than May 20th and the employee will be given a minimum of forty-eight (48) hours notice to resubmit vacation.

(b) The provisions of clause (a) above shall apply to maintenance employees, except that, in addition, in the city of Sault Ste. Marie, there can be no more than two (2) maintenance employees off on vacation leave at any time.

(c) Upon the request of the employee, sick leave may be substituted for vacation where it can be established that an illness or accident requiring hospitalization occurred while on vacation. Only time spent in hospital may be substituted.

19.05 The annual vacation allowance may be accumulated to a maximum of one and one-half (1 1/2) times the employee’s annual vacation allowance. Each employee will notify the Manager of Plant Services in writing, on a form provided, one (1) month prior to his/her anniversary date of his/her desire to carry vacation over to the next vacation year.

19.06 An employee may not forego the vacation for which he/she is being paid.

19.07 A schedule of vacation dates shall be drawn up by the Manager of Plant prior to June 15th and mailed to all employees.

19.08 Employees will receive payment while on vacation as per Article 26 (Payment of Wages).

19.09 Vacation rates of pay for full-time seniority employees shall be at their effective hourly rate of pay in accordance with the Collective Agreement.

**Article 20 - RECOGNIZED HOLIDAYS**

20.01 All work requested from seniority employees by the Board on the following recognized holidays will be paid for at the rate of time and one-half (½) of normal rate, over and above the regular pay for the recognized holiday. A seniority employee called out to work on such holidays listed below shall be entitled to a minimum of four (4) hours of pay at the aforementioned rates.

1. New Years’ Day 8. Thanksgiving Day

2. Good Friday 9. Christmas Day

3. Easter Monday 10. Boxing Day

4. Victoria Day 11. Any other day proclaimed

5. Dominion Day (Canada Day) as a holiday by the Federal,

6. Civic Holiday Provincial or Municipal

7. Labour Day Government

20.02 In the event of any of the above mentioned holidays falling on a Saturday or Sunday, the day substituted by the Federal, Provincial or Municipal Government shall be observed. For all such holidays, seniority employees shall have the day off with pay at their regular rate of pay for their regularly scheduled hours of work. Seniority employees must work the last scheduled day before the listed holiday and the next scheduled day after the holiday to qualify for holiday pay, unless the employee is off sick, on vacation, or on any approved leave, other than leave of absence for personal reasons. An employee who is off sick must submit a doctor’s certificate to qualify for holiday payment.

20.03 All seniority employees shall be off, with pay, on Christmas Eve and New Year’s Eve, provided they do not fall on a scheduled school day, as a substitution for the removal of Remembrance Day by the Provincial Government as a recognized holiday. In the event of a call out by the Board on either of those two days, the provisions of Article 20.01 shall apply for pay purposes. In the event that Remembrance Day is re-instituted by the Provincial Government, then the former Article 18.03 in the March 1, 1980 to February 28, 1983 Sault Ste. Marie Agreement shall be re-instituted.

Where a school day is scheduled on Christmas Eve or New Year’s Eve, preventing an employee from enjoying this holiday, the Board will allow the employee to take a different day which is to be scheduled at a time to be determined by the Manager of Plant Services.

20.04 For the purpose of recognized holidays listed in Article 20.01, casual employees shall be paid in accordance with the provisions of the Employment Standards Act.

**Article 21 - SICK LEAVE PROVISIONS**

(In addition to Central Item C6.00 Sick Leave and Central Letter of Understanding #8)

21.01 **Definition of Sick Leave**

(a) Sick leave means the period of time an employee is absent from work without loss of pay by virtue of being sick or disabled, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workplace Safety & Insurance Act.

(b) Employees who are in receipt of Long Term Disability benefits, or who are laid off, or on authorized sick leave or authorized leave of absence for a period of greater than ninety (90) consecutive days will not be eligible for the Sick Leave Allowance entitlement for the period they are on such leave, layoff or benefit.

The above does not apply to Workplace Safety & Insurance Board benefits for the first twelve (12) months of absence.

21.02 **Sick Leave Plan**

For current sick leave language, refer to Central Item C6.00 Sick Leave

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| Previous Language: |
| (a) | All seniority employees working on a regular and continuous basis are entitled to sick leave commencing the first full month of employment as follows: |
|  | (i) | Seniority employees who work forty (40) hours per week, twelve (12) months per year, shall receive a total annual sick leave allowance of fifteen (15) days, provided at the rate of one and one-quarter (1 ¼) days per month, cumulative to 150 days. |
|  | (ii) | Part-time seniority caretakers who work less than forty (40) hours per week, twelve (12) months per year, shall have their sick leave allowance pro-rated in accordance with the number of hours regularly worked and the stipulations of Article 21.02 (b). |

(b) A seniority employee absent from work due to illness pursuant to this Article will have one sick day credit deducted from his/her Sick Leave Allowance for each scheduled day he/she is absent from work. No wages shall be paid to employees for absence beyond the number of days to their credit in the Sick Leave Plan.

(c) Part-time employees, as described in Article 21.02 (a)(ii), will have their Sick Leave entitlement pro-rated.

(d) The Board reserves the right to request a medical certificate from any employee.

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| Previous Language: |
| (e) | For the purposes of 21.02(a)(i) above, employees of a predecessor Board who are employed with the Huron-Superior Catholic District School Board as of the date of ratification who possess a sick day bank of greater than one hundred and fifty (150) days, shall have their sick day bank grandparented and capped. The number of days in the employee’s bank on the date of ratification shall become that employee’s maximum sick leave bank to a maximum of two hundred (200) days. |

21.03 A seniority employee suffering from illness or disability for long duration and whose Sick Leave Credits are exhausted, will receive benefits equal to and according to the rules and regulations of the *Canada Employment Insurance Act* until he/she returns to work or is eligible for Long Term Disability or until the end of the 15th week of illness or as amended by the *Canada Employment Insurance Act*.

21.04 An annual holiday bonus will be granted consisting of 50% of the caretaker’s unused annual sick leave allowance up to a maximum of five (5) days. The holiday bonus must be taken in the year applicable. To receive this bonus, the caretaker’s absence record will be calculated on a September 1st through August 31st basis annually.

21.05 **Sick Leave Record**

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| Previous Language:In September of each school year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit. |

**Article 22 - WORKPLACE SAFETY AND INSURANCE**

22.01 **Workplace Safety and Insurance Benefits**

(a) An employee who has applied for WSIB benefits and who is awaiting approval of his or her claim from the Workplace Safety and Insurance Board shall have the option of:

(i) Receiving Workplace Safety & Insurance payment from WSIB, if and when approved.

 OR

(ii) It is agreed that, when an employee is eligible for and receives approval of a claim by the Workplace Safety & Insurance Board, the employee is entitled to one hundred percent (100%) of their usual wages and benefits from the day the accident occurred, for the duration of the employee’s absence from work without deduction from sick leave credits.

(b) Where an employee receives workers’ benefits as determined by the Workplace Safety and Insurance Board, such payments shall be directed to the Board.

(c) The denial of workers’ benefits does not preclude the use of sick leave as determined by the collective agreement.

22.02 **Workplace Safety and Insurance Wage Continuance Provisions**

(a) The following provision applies to an employee

(i) who is absent from work as a result of illness or injury sustained at work; and

(ii) who has made a claim to the Workplace Safety & Insurance Board with respect to the illness or injury sustained at work; and

(iii) who has been awaiting approval of the claim; and

(iv) who would otherwise be entitled to payment pursuant to the provisions of the Cumulative Sick Leave Plan (Article 21.02) or the C.E.I.C. Sick Leave Plan (Article 21.03).

For greater clarity, this provision does not apply to an employee already in receipt of Workplace Safety & Insurance payment at the time of the claim.

(b) If the employee is unable to perform his or her regular duties or modified work as a result of the illness or injury and a WSIB Functional Abilities Form from the employee’s physician to this effect has been submitted to his or her supervisor, the employee may apply for payment on the form provided by the employee’s supervisor and to be returned to the Human Resources Department. Upon receipt of the form the application will be processed for payment to which the employee would be entitled from the Workplace Safety & Insurance Board if the claim was approved. Payment by the School Board will be from the date of the claim and will be provided only

(i) If the employee provides a WSIB Functional Abilities Form from the Doctor

(1) of illness or injury sustained at work satisfactory to the Board designated official; and

(2) that the employee is unable to perform his or her regular duties or modified work as a result of the illness or injury; and

(ii) If the employee completes and submits the form provided by his/her supervisor.

This form which has been provided to the employee by his/her supervisor will serve as the application for payment as well as the agreement between the employee and the Huron - Superior Catholic District School Board that any payments provided by the School Board pursuant to this provision will be refunded to the School Board following final determination of the claim by the Workplace Safety & Insurance Board.

Payments will only be made by the School Board to the extent that the employee would be entitled to payment pursuant to the Cumulative Sick Leave Plan (Article 21.02) or the C.E.I.C. Sick Leave Plan (Article 21.03) if the Workplace Safety & Insurance claim was not approved. Any payment under this provision will continue for a maximum duration equal to that which the employee would be covered pursuant to the Cumulative Sick Leave Plan (Article 21.02) or the C.E.I.C. Sick Leave Plan (Article 21.03).

(iii) If the claim for Workplace Safety & Insurance is not approved and the School Board had advanced monies pursuant to the above, the monies paid as an advance will be applied towards the payment to which the employee would be entitled under the Cumulative Sick Leave Plan (Article 21.02) or the C.E.I.C. Sick Leave Plan (Article 21.03), including statutory deductions (i.e. income tax, C.E.I.C., C.P.P., OMERS, etc.). Appropriate deductions will be made to the sick leave credits, if applicable.

22.03 When a seniority employee at the request of the Board must seek from a Doctor, certification relating to an illness or disability, the Board will pay for such a certificate.

**Article 23 – BENEFITS**

(In addition to Central Item C5.00 Benefits and Central Letter of Understanding #9)

23.01 (a) Premiums for benefits shall be as described below:

(i) For full-time employees working thirty-five (35) hours per week and twelve (12) months per year, 100% of the premiums shall be paid by the Board.

(ii) For part-time employees working less than thirty-five (35) hours per week and/or less than twelve (12) months per year, the premiums paid for by the Board will be pro-rated on the basis of normal permanent allotted hours of work per week and months of work per year.

(iii) Part-time employees who are normally scheduled to work less than seventeen and a half (17.5) hours per week are not eligible to participate in the benefits plan.

(b) The Board’s benefit plans are available only to seniority full-time and part-time employees and are not available to relief employees. The Board shall not contribute to the premiums for benefits for laid off employees. Employees who have not been recalled to work by October 15th of any school year shall have their participation in the benefits plan terminated.

(c) Employees who have pro-rated benefits under the provisions of (a)(ii) above shall be responsible for reimbursing the Board for their portion of the premiums and the Board shall be authorized to deduct such payments for an employee’s pay.

Employees are not permitted to temporarily discontinue coverage during temporary layoffs, such as Christmas, March Break or the summer months.

Participation in the benefit coverage by eligible employees who work less than 35 hours per week shall be at the written option of the employee. The employee shall advise the Board in writing of the option chosen.

23.02 (a) The Board is not the insurer of employee benefits. All insured benefits shall be as described in the insurance company’s brochures which shall be distributed to all eligible seniority employees. All benefits shall be subject to the rules, regulations, descriptions and limitations as set out in the Master Contracts held by the Board. In any dispute, such Master Contracts shall prove binding on all parties.

(b) Employees who do not enroll in the benefit plans within thirty-one (31) days of becoming eligible or of cessation of coverage elsewhere, are considered to be late applicants. Late applicants must submit medical evidence to the Insurance Company by completing the Evidence of Insurability form. Further medical evidence may be requested by the carrier. Once approved for the benefit plan, coverage will be subject to the terms and conditions of the Master Contract.

(c) (i) **Life Insurance Plan**: Three (3) times normal earnings exclusive of overtime to a maximum of $100,000.

(ii) Eligible seniority employees shall be allowed to purchase at their own expense a Voluntary Group Life Insurance benefit equal to one (1) times the employee’s basic annual earnings to a maximum of $75,000.

(d) **Long Term Disability Plan**: Eligible seniority employees who have been enrolled in the LTD plan shall be provided with a Long Term Disability benefit providing seventy-five percent (75%) of normal monthly earnings after the thirteenth (13th) week of disability, to retirement age. Disability shall be defined as inability to perform the essential duties on one’s job for a period of two (2) years, or inability to be otherwise employed after this period. After a period of two (2) years, all benefits except Life Insurance are terminated.

Employees who are eligible for LTD benefits must apply for and use these LTD benefits rather than accumulated sick leave credits. It is the responsibility of the employee to ensure that she or he has made application for LTD benefits in a sufficiently timely manner to be granted benefits by the employee’s fourteenth (14th) week of absence. The employer shall forward the applicable forms to the employee after thirty (30) calendar days of illness.

Employees who have made application for LTD benefits as of the fourteenth (14th) week of absence shall continue to receive a salary of seventy-five percent (75%) of wages, deducted from sick leave credits (75% sick leave credit = 1 day of absence), provided that the employee has sick leave credits available. The employee shall reimburse the Board for any advance payments made under this provision upon approval of LTD benefits. If the employee does not have any sick leave credits available, she or he will be entitled to receive benefits equal to and according to the rules and regulations of the Canada Employment Insurance Act as per Article 21.03.

(e) **Dental Plan**: Benefits to be based on the Ontario Dental Association fee schedule for the previous year.

The Board shall provide for orthodontic care for the employee and the employee’s eligible dependents under the aforesaid policy. Such orthodontic care shall entitle the employee to a 60% reimbursement of total costs incurred by an employee and eligible dependents as defined by the insurer to a maximum of two thousand ($2,000.00) dollars per person for the lifetime of each eligible employee or his or her dependent. Reimbursement to the employee hereunder shall be in accordance with the Ontario Dental Association’s published schedule of fees for the previous year or such schedule as accepted by the insurer from time to time throughout the life of this agreement.

(f) **Major Medical & Prescription Drug Plan**: The drug plan shall be a generic prescription drug plan with $1.00 deductible per prescription. Vision care coverage shall be subject to a four hundred dollar ($400) maximum benefit every two (2) years.

Hospital coverage for employees and dependents covered under this plan shall be for a private hospital room, where available.

(g) When a seniority employee at the request of the Board must seek from a Doctor certification relating to an illness or disability, the Board will pay for such a certificate.

23.03 The provisions of this benefits plan shall come into effect within thirty (30) days of the date the agreement has been ratified by both CUPE and the Board.

**Article 24 - PENSION PLAN**

**Ontario Municipal Employees Retirement Systems (OMERS)**

24.01 (a) All full-time employees are required to become members of the OMERS as a condition of employment.

(b) Part-time employees may become members of OMERS in accordance with OMERS regulations.

24.02 (a) For those employees who are members, the employer shall make contributions to OMERS in accordance with OMERS requirements and regulations.

(b) The Board is authorized to make deductions from earnings of all employees belonging to the retirement system in accordance with OMERS regulations.

24.03 (a) The employer shall report and make calculations regarding pensionable earnings and contributions in accordance with OMERS regulations.

(b) For the purpose of calculating OMERS basic pension, all perquisites allowable by OMERS will be included in salary.

24.04 L.T.D. shall terminate on the employee’s 65th birthday. All other benefits terminate on employee’s retirement date.

**Article 25 - TOOLS AND EQUIPMENT**

25.01 The Board will supply all tools and equipment and cleaning materials essential and necessary in order to carry out the work in maintaining the schools.

25.02 Those employees classed as Dayworkers and Maintenance Employees shall, for their own protection, be reimbursed for the full cost of two (2) pairs of safety boots or shoes (one (1) winter and one (1) summer) each year, provided a receipt is provided to the Manager of Plant Services. These must be C.S.A. approved.

25.03 The Board shall supply each employee protective rain gear to be used for special purposes as required.

25.04 **Clothing Allowance**

Each full-time and part-time seniority employee shall receive an annual clothing allowance. Those seniority employees on a year leave of absence, Long-term Disability or WSIB for a full year shall not be eligible for this allowance. If an employee is on a leave of absence, Long-term Disability or WSIB for a period of at least six months, he/she shall receive one-half (1/2) of the allowance. The annual allowance shall be as follows:

$150.00 per year

**Article 26 - METHOD OF PAY PLAN (PAYDAY)**

26.01 (a) Employees shall be paid on a bi-weekly pay schedule. Where a payday falls on a recognized holiday, the Board shall pay employees on the last regular banking day prior to the recognized holiday.

(b) The Board shall provide direct deposit of salary for all employees covered by this collective agreement to a bank, trust company or credit union within the jurisdictional area of the Board according to the employee’s choice. The onus shall be on the employee to provide the Board with the necessary banking information in order that they may be paid by submitting a Direct Deposit form from their financial institution or by submitting a void cheque together with the Board form titled “Payroll Direct Deposit Service Request Form.”

(c) Pay cheque stubs shall indicate earnings and gross pay for the period. Overtime and vacation pay shall also be indicated if applicable.

**Article 27 - PRINTING OF AGREEMENT**

27.01 (a) The Union and the Board shall share equally the costs of printing the Agreement, which shall be done as soon as possible following the signing of the Agreement. Each employee shall receive a copy of the Agreement, and in addition, the Union shall receive officially signed copies plus additional copies in booklet form as requested.

(b) The Board agrees to acquaint new employees with the fact that a Union agreement is in full force and effect and issue a copy of the agreement to each employee the first day they are hired with a written notice to the Union Secretary of the employee’s name, address and phone number.

**Article 28 - GENERAL**

28.01 Caretakers are to be guided in their duties by the Rules and Regulations, as amended from time to time, as set out by the Plant Department and instructions from their Supervisor and/or Principal. Principals who have complaints about the work or procedures followed by the caretakers, when such work or procedures are in compliance with the Rules and Regulations, or instructions from the supervisor, should direct such complaints to the Manager of Plant Services.

28.02 **Correspondence**

All correspondence arising out of this agreement or incidental thereto shall pass to and from the designated Board personnel and the Group Vice-President and Recording Secretary of CUPE, unless specified otherwise within this Agreement. The National Representative shall receive a copy of all correspondence relating to grievances, discharge and discipline and Rules and Regulations.

28.03 **Procedure Regarding Inclement Weather**

The following procedures will apply with respect to employees who, because of severe weather conditions, either report late for work or are unable to report at all.

All employees are expected to make every effort to report for work on time, notwithstanding severe weather conditions. However, in such circumstances quoted above, it is agreed that employees who arrive late for their scheduled work day, but report prior to the mid-point of their scheduled work day, will be paid for the day, provided such late arrival is directly attributable to the aforementioned severe weather conditions. Employees who report after the mid-point of their work day will be paid for hours worked. If an employee does not report for work, he/she shall not be paid for the day.

With respect to employees who are unable to report for work due to the aforementioned severe weather conditions, or who report after the mid-point of their work day, it is agreed that notwithstanding the provisions of the collective agreement, such employees may be given the opportunity to work additional hours at straight time rates in order to make up part or all of such lost time. Any additional hours shall be scheduled and approved by the Manager of Plant Services.

It is further agreed, however, that in the event that employees are authorized to be absent from work by a supervisor, such employees shall be paid for any time lost because of such authorization.

When all or some of the schools are closed as a result of inclement weather by the Director or Supervisor and this announcement is made prior to the beginning of classes, employees shall not be required to report for duty. Wages shall not be affected and no sick leave benefits shall be deducted. However should an employee be off on sick leave the day prior to and the day following such closure, the employee will be deducted a sick leave day.

**Article 29 - SUMMER CREWS**

29.01 (a) For cleaning schools during the summer, caretakers shall be placed on crews and shall be responsible for their own respective schools. When one member of the crew is absent for any reason and therefore reduces the cleaning time allotted for the respective schools, he/she shall be replaced for the length of his/her absence, and, where possible, at the time of his/her absence, by a part-time, laid off, casual or summer student employee.

(b) Secondary school caretakers shall normally remain in their respective schools during July and August. The caretakers will be arranged in crews to jointly clean the areas assigned to them.

(c) The Board reserves the right to transfer the caretakers to meet the emergency needs or when construction takes place within any of the schools.

(d) When scheduling summer work which requires greater than one person due to its physical nature, the Board will schedule this work at times when there is greater than one caretaker working.

**Article 30 - BULLETIN BOARDS**

30.01 The Board will provide space on the existing bulletin boards in every work site.

Where no bulletin board exists the Board shall ensure that one is provided within a reasonable period of time.

**Article 31 - TERM OF AGREEMENT**

31.01 This agreement shall be binding and remain in effect from September 1, 2014 through to August 31, 2017 and shall continue from year to year thereafter unless either party gives notice in writing.

31.02 **Notice of Change**

Either party desiring to propose changes to this agreement shall, within one hundred and fifty (150) days prior to the expiry date, give notice in writing to the other party.

If notice of amendments is given by either party, the parties shall meet for the purpose of negotiations at the earliest mutually agreeable date prior to the expiration date of this agreement.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.



**Schedule “A” - Wage Rates**

Employees shall be paid in accordance with the following wage schedule:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Effective September 1, 2015 | Effective September 1, 2016 | EffectiveFebruary 1, 2017 |
| Level 1Maintenance Employee | $28.67 per hour | $28.96 per hour | $29.10 per hour |
| Level 2Maintenance Helper | $24.78 per hour | $25.03 per hour | $25.15 per hour |
| Level 3Day Worker | $22.10 per hour | $22.32 per hour | $22.43 per hour |
| Level 4Seniority Full-Time Caretaker | $22.10 per hour | $22.32 per hour | $22.43 per hour |
| Level 5Seniority Part-Time Caretaker | $20.18 per hour | $20.38 per hour | $20.48 per hour |
| Level 6Casual Employee (no seniority) | $18.58 per hour | $18.77 per hour | $18.86 per hour |

**LETTER OF UNDERSTANDING (A)**

BETWEEN:

**The Huron-Superior Catholic District School Board**

- and -

**Canadian Union of Public Employees and its Local 4148**

**(Plant)**

**RE: Ontario Health Insurance Plan**

It is agreed that the Board will reinstate the policy of paying one hundred (100%) percent of the rates of the Ontario Health Insurance Plan should the O.H.I.P. rates change from being employer based through the Employer Health Tax, to being employee based. The O.H.I.P. benefit will be reinstated in accordance with Article 20.01(c) and Article 21.05 of the 1988-90 Collective Agreement.

Dated this 8th day of October, 2015.

For the Board For the Union

|  |  |  |
| --- | --- | --- |
| Sam Colizza |  | Vicky Evans |
| Kathleen McAuley |  | Lucio Secondi |
| Marian Brooks |  |  |
| Chris Spina |  |  |

**LETTER OF UNDERSTANDING (B)**

BETWEEN:

**The Huron-Superior Catholic District School Board**

- and -

**Canadian Union of Public Employees and its Local 4148**

**(Plant)**

The Huron-Superior Catholic District School Board and the Canadian Union of Public Employees, with a view to promoting harmonious relations, agree as follows:

1) For employees of the Huron-Superior Catholic District School Board that were formerly employed with the Sault Ste. Marie District Roman Catholic Separate School Board and who were hired prior to March 1, 1986:

On retirement or termination of employment due to permanent physical or mental disability, a Gratuity will be paid based on fifty percent (50%) of the number of accumulated Sick Leave Credit days credited to the seniority employee, times the daily rate of pay at the time of retirement or termination of employment due to permanent physical or mental disability. Seniority employees whose duties with the Board commenced on or after March 1, 1986 will be excluded from this plan and will not be entitled to a Retirement Gratuity. Upon the death of an employee, earned credits shall be payable to his/her estate. The maximum amount payable shall be $15,000.

The minimum Gratuity paid for ten or more years of service will be $600.00.

For the purposes of this plan, sick leave credits may be accumulated up to a maximum total of two hundred (200) days.

2) For the following employees of the Huron-Superior Catholic District School Board formerly employed with the North Shore District Roman Catholic Separate School Board: Theresa Lettieri; and Yvon Sanche, the retirement gratuity plan described below will be grandparented. No other employees will be eligible for this plan.

A retirement gratuity will be paid to each full time employee, who retires on pension, on his/her retirement at sixty-five (65) years of age or upon his/her retirement after thirty (30) consecutive years of service with this Board or because of total and permanent disability and to the estate of a full-time employee who has completed ten (10) consecutive years of service with this Board or predecessor Boards. The retirement gratuity will be calculated as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 10  | years’ service, | 10%  | cumulative sick leave x | 1/260th of annual salary |
| 11 | “ | 12% | “ | “ |
| 12 | “ | 14% | “ | “ |
| 13 | “ | 16% | “ | “ |
| 14 | “ | 18% | “ | “ |
| 15 | “ | 20% | “ | “ |
| 16 | “ | 22% | “ | “ |
| 17 | “ | 24% | “ | “ |
| 18 | “ | 26% | “ | “ |
| 19 | “ | 28% | “ | “ |
| 20 | “ | 30% | “ | “ |
| 21 | “ | 32% | “ | “ |
| 22 | “ | 34% | “ | “ |
| 23 | “ | 36% | “ | “ |
| 24 | “ | 38% | “ | “ |
| 25 | “ | 40% | “ | “ |
| 26 | “ | 42% | “ | “ |
| 27 | “ | 44% | “ | “ |
| 28 | “ | 46% | “ | “ |
| 29 | “ | 48% | “ | “ |
| 30 | “ | 50% | “ | “ |

For the purposes of this plan, sick leave credits shall be accumulated to a maximum of 260 days for full time/full year employees who were in the Board’s employ prior to 1980 09 01 and to a maximum of 200 days for ten-month employees who were in the Board’s employ prior to 1980 09 01.

This plan will ensure to the benefit of employees who were in the employ of the North Shore District Roman Catholic Separate School Board on 1980 09 01.

Dated this 8th day of October, 2015.

For the Board For the Union

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| --- | --- | --- |
| Sam Colizza |  | Vicky Evans |
| Kathleen McAuley |  | Lucio Secondi |
| Marian Brooks |  |  |
| Chris Spina |  |  |

**LETTER OF UNDERSTANDING (C)**

BETWEEN:

**The Huron-Superior Catholic District School Board**

- and -

**Canadian Union of Public Employees and its Local 4148**

**(Plant)**

**RE: OMERS Contributory Earnings**

The following definition of contributory earnings is provided for information purposes only and is non-grievable. Contributory earnings must include all regular recurring earnings as determined by the OMERS Pension Plan as may be amended from time to time.

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

• base wages or salary;

• regular vacation pay if there is corresponding service;

• normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;

• retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;

• lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);

• market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);

• ongoing special allowances (e.g. flight allowance, canine allowance);

• pay for time off in lieu of overtime;

• danger pay;

• acting pay (pay at a higher salary rate for acting in place of an absent person);

• shift premium (pay for shift work);

• ongoing long service pay (extra pay for completing a specified number of years of service);

• sick pay deemed to be regular wages or salary;

• salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be “kept whole” e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;

• stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in);

• living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);

• ongoing taxable payments to pay for costs (e.g. educational or car allowance);

• taxable premiums for life insurance;

• taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance (that is, expenses are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);

• payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member’s pension will begin on the first day of the month following the revised retirement date.

Dated this 8th day of October, 2015.

For the Board For the Union

|  |  |  |
| --- | --- | --- |
| Sam Colizza |  | Vicky Evans |
| Kathleen McAuley |  | Lucio Secondi |
| Marian Brooks |  |  |
| Chris Spina |  |  |

**LETTER OF UNDERSTANDING (D)**

BETWEEN:

**The Huron-Superior Catholic District School Board**

- and -

**Canadian Union of Public Employees and its Local 4148**

**(Plant)**

The Board is committed to providing a safe work environment for all employees and recognizes its responsibilities under the Occupational Health and Safety Act and will adhere to Board Policy and procedural Guidelines with respect to violence in the workplace.

Dated this 12th day of January, 2016.

For the Board For the Union

|  |  |  |
| --- | --- | --- |
| Sam Colizza |  | Vicky Evans |
| Kathleen McAuley |  | Lucio Secondi |
| Marian Brooks |  |  |
| Chris Spina |  |  |

**LETTER OF UNDERSTANDING (E)**

BETWEEN:

**The Huron-Superior Catholic District School Board**

- and -

**Canadian Union of Public Employees and its Local 4148**

**(Plant)**

**RE: Return to Work**

The Parties are committed to providing an opportunity for an early and safe return to meaningful work of an employee who has been absent due to WSIB lost time; short term sick leave; long term sick leave and medical requests for workplace accommodation and will adhere to the employer’s current practices, which shall include at the onset notification to the employee of their right to have Union representation throughout the process.

Dated this 12th day of January, 2016.

For the Board For the Union

|  |  |  |
| --- | --- | --- |
| Sam Colizza |  | Vicky Evans |
| Kathleen McAuley |  | Lucio Secondi |
| Marian Brooks |  |  |
| Chris Spina |  |  |